

03-1744-CD  
WACHOVIA BANK OF DELAWARE, NA vs. JAMES C. HURCHINS, et al

**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 - MELLON INDEPENDENCE CENTER.  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

**FILED**

NOV 21 2003

William A. Shaw  
Prothonotary/Clerk of Courts

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL  
BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

*Plaintiff*

vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
**Mortgagor(s) and Real Owner(s)**

620 Juniata Street  
Du Bois, PA 15801

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. *03-1744-CJ*

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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

**NOTICE**

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

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

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

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646  
**A V I S O**

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

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

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUNDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEER CON INFORMACION DE COMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER INFORMACION ACERCA AGENCIAS QUE PUEGAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLES A UN HONORARIO REDUCIDO O GRATIS.

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

*Jan. 12, 2004* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*[Signature]*  
Deputy Prothonotary

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE, One Old Country Road, Suite 429 Carle Place, NY 11514.
2. The name(s) and address(es) of the Defendant(s) is/are JAMES C. HUTCHINS, 7 1/2 Maloney Road, Dubois, PA 15801 and FREDA M. HUTCHINS, 7 1/2 Maloney Road, Dubois, PA 15801, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On March 08, 1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PARKWAY MORTGAGE, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as INSTRUMENT #: 199904338. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE by Assignment of Mortgage dated May 20, 2003 as INSTRUMENT #: 200308542; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due June 12, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$58,157.29
Interest from 05/12/2003	\$3,136.34
through 11/30/2003, at 9.7000%	
Per Diem interest rate at \$15.45	
Attorney's Fee at 5.0% of Principal Balance	\$2,907.86
Late Charges from 06/12/2003 to 11/30/2003	\$153.96
Monthly late charge amount at \$25.66	
Costs of suit and Title Search	<hr/> \$900.00
Corporate Advances	\$65,255.45
Escrow	+\$1,006.68
Monthly Escrow amount \$249.37	<hr/> -\$1,710.46
	<hr/> \$64,551.67

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

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$64,551.67, together with interest at the rate of \$15.45, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 

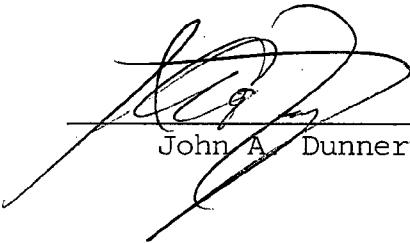
**GOLDBECK McCAFFERTY & MCKEEVER**

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

VERIFICATION

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

Date: 11-17-03

  
John A. Dunnery

03/05/99 16:00 FAX

2007/008

Conestoga Title Insurance Company

Commitment Number: 216741

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

ALL that certain lot or piece of ground situated in the City of DuBois, County of Clearfield, and State of Pennsylvania, being Lot No. 43 in the Mercle Addition to DuBois, bounded and described as follows, to wit:

BEGINNING at the northwest corner of Lot No. 42 on Juniata Street; thence North 5 degrees East along Juniata Street, 50 feet to a post at the corner of Lot No. 44; thence South 86 degrees 45' East along line of Lots No. 44, 93 feet 5 inches to a post at Broad Alley; thence along line of Broad Alley, South 9 degrees 37' East, 52 feet eight inches; to a post at the northeast corner of Lot No. 42; thence North 86 degrees 5' West along line of Lot No. 42, 105 feet 8 inches to a post on Juniata Street, the place of beginning.

Being Known As Map # 28-000-09522.

(1899020226/3)



DF785

JAMES C HUTCHINS

620 JUNIATA STREET  
DU BOIS, PA 15801

August 15, 2003  
0005327837

**EXHIBIT A**

NBRC

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

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

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

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

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

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

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

**HomEq Servicing Corporation is a debt collector. HomEq is attempting to collect a debt**

**and any information obtained will be used for that purpose.**

**SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES**

**THIS NOTICE CONTINUES ON THE NEXT PAGE**



DF785

**FREDA M HUTCHINS**

**620 JUNIATA STREET  
DU BOIS, PA 15801**

**August 15, 2003  
0005327837**

**NBRC**

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**THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

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

**TEMPORARY STAY OF FORECLOSURE**

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

**CONSUMER CREDIT COUNSELING AGENCIES**

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

**APPLICATION FOR MORTGAGE ASSISTANCE**

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

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

**AGENCY ACTION**

Available funds for emergency mortgage assistance are very limited. Funds will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

**THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

**NATURE OF THE DEFAULT**

The MORTGAGE debt secured by your property located at:

620 JUNIATA STREET DU BOIS, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$2,287.98
c) Late Charges:	\$102.64
d) Recoverable Corporate Advances:	\$0.00
e) Other Charges and Advances:	\$\$0.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	<b>\$\$2,390.62</b>

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

**HOW TO CURE THE DEFAULT** – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$2,287.98 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

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**IF YOU DO NOT CURE THE DEFAULT**

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON**

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

**OTHER LENDER/SERVICER REMEDIES**

The lender/servicer may also sue you personally for the unpaid principal balance and all other sums due under the Mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

**EFFECT OF SHERIFF'S SALE**

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

**ASSUMPTION OF MORTGAGE**

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

**YOU MAY ALSO HAVE THE RIGHT**

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

*THIS NOTICE CONTINUES ON THE NEXT PAGE*

## **IMPORTANT DISCLOSURES**

### **Colorado**

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

### **Minnesota**

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

### **Nebraska**

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

### **New York City**

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

### **North Carolina**

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

### **Tennessee**

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

**FILED**

4cc 10/21/03  
m 3:34 PM  
NOV 21 2003  
AAG pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

WACHOVIA BANK OF DELAWARE

VS.

HUTCHINS, JAMES C. & FREDA M.

**COMPLAINT IN MORTGAGE FORECLOSURE**

Sheriff Docket # 14860

03-1744-CD

**SHERIFF RETURNS**

NOW DECEMBER 23, 2003 RETURN THE WITHIN COMLAINT IN MORTGAGE FORECLOSURES (4 COPIES) "NOT SERVED, TIME EXPIRED" AS TO JAMES C. HUTCHINS and FREDA M. HUTCHINS, DEFENDANTS. NOT ENOUGH TIME TO ATTEMPT SERVICE.

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**Return Costs**

Cost	Description
9.37	SHERIFF HAWKINS PAID BY: ATTY CK# 186761
40.00	SURCHARGE PAID BY: ATTY CK# 187921

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Sworn to Before Me This

24<sup>th</sup> Day Of Dec 2003  
William A. Shaw  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins  
by Mandy Harr  
Chester A. Hawkins  
Sheriff

**FILED**

*01/00/04*  
DEC 24 2003

William A. Shaw  
Prothonotary/Clerk of Courts

# GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER.

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

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

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

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

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

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

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

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646  
**A V I S O**

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

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

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEER CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER INFORMACION ACERCA AGENCIAS QUE PUEGAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLES A UN HONORARIO REDUCIDO O GRATIS.

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814-765-9646

**COMPLAINT IN MORTGAGE FORECLOSURE**

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

1. Plaintiff is WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE, One Old Country Road, Suite 429 Carle Place, NY 11514.
2. The name(s) and address(es) of the Defendant(s) is/are JAMES C. HUTCHINS, 7 1/2 Maloney Road, Dubois, PA 15801 and FREDA M. HUTCHINS, 7 1/2 Maloney Road, Dubois, PA 15801, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On March 08, 1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PARKWAY MORTGAGE, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as INSTRUMENT #: 199904338. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE by Assignment of Mortgage dated May 20, 2003 as INSTRUMENT #: 200308542; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due June 12, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$58,157.29
Interest from 05/12/2003	\$3,136.34
through 11/30/2003, at 9.7000%	
Per Diem interest rate at \$15.45	
Attorney's Fee at 5.0% of Principal Balance	\$2,907.86
Late Charges from 06/12/2003 to 11/30/2003	\$153.96
Monthly late charge amount at \$25.66	
Costs of suit and Title Search	\$900.00
	<hr/>
Corporate Advances	\$65,255.45
Escrow	+\$1,006.68
Monthly Escrow amount \$249.37	-\$1,710.46
	<hr/>
	\$64,551.67

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

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$64,551.67, together with interest at the rate of \$15.45, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 

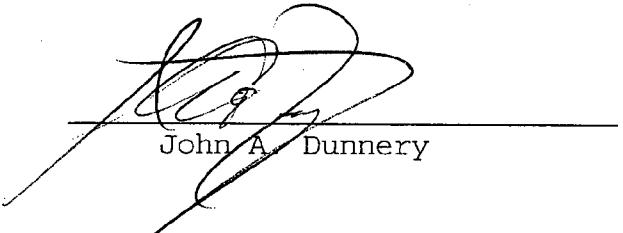
**GOLDBECK McCAFFERTY & MCKEEVER**

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

VERIFICATION

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

Date: 11-17-03

  
John A. Dunnery

03/05/08 16:03 FAX

007/008

Conestoga Title Insurance Company

Commitment Number: 216741

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

ALL that certain lot or piece of ground situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, being Lot No. 43 in the Mericle Addition to DuBois, bounded and described as follows, to wit:  
BEGINNING at the northwest corner of Lot No. 42 on Juniper Street; thence North 5 degrees East along Juniper Street, 50 feet to a post at the corner of Lot No. 44; thence South 86 degrees 45' East along line of Lots No. 44, 93 feet 6 inches to a post at Broad Alley; thence along line of Broad Alley, South 9 degrees 37' East, 52 feet eight inches to a post at the northeast corner of Lot No. 42; thence North 88 degrees 5' West along line of Lot No. 42, 102 feet 8 inches to a post on Juniper Street, the place of beginning.

Being Known As Map # 28-000-09522.

(1890202303)



DF785

JAMES C HUTCHINS

620 JUNIATA STREET  
DU BOIS, PA 15801

August 15, 2003  
0005327837

**EXHIBIT A**

NBRC

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

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

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

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

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

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

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

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

*THIS NOTICE CONTINUES ON THE NEXT PAGE*



DF785

**FREDA M HUTCHINS**

**620 JUNIATA STREET  
DU BOIS, PA 15801**

**August 15, 2003  
0005327837**

**NBRC**

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**THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

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

**TEMPORARY STAY OF FORECLOSURE**

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

**CONSUMER CREDIT COUNSELING AGENCIES**

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

**APPLICATION FOR MORTGAGE ASSISTANCE**

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

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

**AGENCY ACTION**

Available funds for emergency mortgage assistance are very limited. Funds will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

**THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

**NATURE OF THE DEFAULT**

The MORTGAGE debt secured by your property located at:

620 JUNIATA STREET DU BOIS, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$2,287.98
c) Late Charges:	\$102.64
d) Recoverable Corporate Advances:	\$0.00
e) Other Charges and Advances:	\$\$0.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	<b>\$\$2,390.62</b>

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

**HOW TO CURE THE DEFAULT** – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$2,287.98 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

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**IF YOU DO NOT CURE THE DEFAULT**

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON**

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

**OTHER LENDER/SERVICER REMEDIES**

The lender/servicer may also sue you personally for the unpaid principal balance and all other sums due under the Mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

**EFFECT OF SHERIFF'S SALE**

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

**ASSUMPTION OF MORTGAGE**

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

**YOU MAY ALSO HAVE THE RIGHT**

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

***THIS NOTICE CONTINUES ON THE NEXT PAGE***

## **IMPORTANT DISCLOSURES**

### **Colorado**

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

### **Minnesota**

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

### **Nebraska**

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

### **New York City**

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

### **North Carolina**

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

### **Tennessee**

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

**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 – MELLON INDEPENDENCE CENTER.  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

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

I HEREBY CERTIFY THAT THIS  
IS A TRUE AND CORRECT COPY  
OF THE ORIGINAL FILED. NOV 21 2003

Attest.

*William A. Gray*  
Prothonotary/  
Clerk of Courts

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL  
BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

*Plaintiff*

vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
**Mortgagor(s) and Real Owner(s)**

620 Juniata Street  
Du Bois, PA 15801

*Defendant(s)*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 03-1744-C

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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

NOTICE

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

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

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1. Plaintiff is WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE, One Old Country Road, Suite 429 Carle Place, NY 11514.
2. The name(s) and address(es) of the Defendant(s) is/are JAMES C. HUTCHINS, 7 1/2 Maloney Road, Dubois, PA 15801 and FREDA M. HUTCHINS, 7 1/2 Maloney Road, Dubois, PA 15801, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On March 08, 1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PARKWAY MORTGAGE, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as INSTRUMENT #: 199904338. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE by Assignment of Mortgage dated May 20, 2003 as INSTRUMENT #: 200308542; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due June 12, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$58,157.29
Interest from 05/12/2003	\$3,136.34
through 11/30/2003, at 9.7000%	
Per Diem interest rate at \$15.45	
Attorney's Fee at 5.0% of Principal Balance	\$2,907.86
Late Charges from 06/12/2003 to 11/30/2003	\$153.96
Monthly late charge amount at \$25.66	
Costs of suit and Title Search	\$900.00
	_____
Corporate Advances	\$65,255.45
Escrow	+\$1,006.68
Monthly Escrow amount \$249.37	-\$1,710.46
	_____
	\$64,551.67

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

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

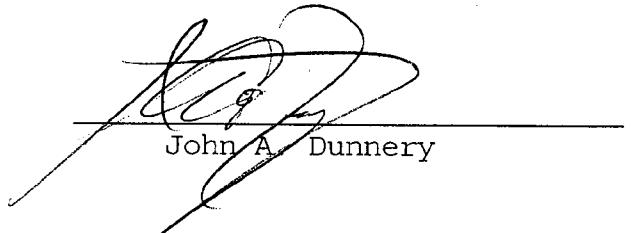
WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$64,551.67, together with interest at the rate of \$15.45, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By:   
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 11-17-03

  
John A. Dunnery

03/05/00 16:33 FAX

007/008

Conestoga Title Insurance Company

Commitment Number: 215741

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

ALL that certain lot or piece of ground situated in the City of DuBois, County of Clearfield, and State of Pennsylvania, being Lot No. 43 in the Mercile Addition to DuBois, bounded and described as follows, to wit:  
BEGINNING at the northwest corner of Lot No. 42 on Juniper Street; thence North 5 degrees East along Juniper Street, 50 feet to a post at the corner of Lot No. 44; thence South 88 degrees 45' East along line of Lots No. 44, 93 feet 5 inches to a post at Broad Alley; thence along line of Broad Alley, South 9 degrees 37' East, 52 feet eight inches; to a post at the northeast corner of Lot No. 42; thence North 88 degrees 5' West along line of Lot No. 42, 102 feet 8 inches to a post on Juniper Street, the place of beginning.

Being Known As Map # 28-000-09522.

(1895020236/3)



DF785

JAMES C HUTCHINS

620 JUNIATA STREET  
DU BOIS, PA 15801

August 15, 2003  
0005327837

## EXHIBIT A

NBRC

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

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

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

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

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

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

LA NOTIFICAION 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 "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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

*THIS NOTICE CONTINUES ON THE NEXT PAGE*



DF785

**FREDA M HUTCHINS**

**620 JUNIATA STREET  
DU BOIS, PA 15801**

**August 15, 2003  
0005327837**

**NBRC**

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**THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

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

**TEMPORARY STAY OF FORECLOSURE**

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

**CONSUMER CREDIT COUNSELING AGENCIES**

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

**APPLICATION FOR MORTGAGE ASSISTANCE**

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

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

**AGENCY ACTION**

Available funds for emergency mortgage assistance are very limited. Funds will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

**THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

**NATURE OF THE DEFAULT**

The MORTGAGE debt secured by your property located at:

620 JUNIATA STREET DU BOIS, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$2,287.98
c) Late Charges:	\$102.64
d) Recoverable Corporate Advances:	\$0.00
e) Other Charges and Advances:	\$\$0.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	<b>\$\$2,390.62</b>

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

**HOW TO CURE THE DEFAULT** – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$2,287.98 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

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**IF YOU DO NOT CURE THE DEFAULT**

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON**

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

**OTHER LENDER/SERVICER REMEDIES**

The lender/servicer may also sue you personally for the unpaid principal balance and all other sums due under the Mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

**EFFECT OF SHERIFF'S SALE**

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

**ASSUMPTION OF MORTGAGE**

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

**YOU MAY ALSO HAVE THE RIGHT**

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

***THIS NOTICE CONTINUES ON THE NEXT PAGE***

## **IMPORTANT DISCLOSURES**

### **Colorado**

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

### **Minnesota**

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

### **Nebraska**

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

### **New York City**

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

### **North Carolina**

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

### **Tennessee**

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

**GOLDBECK McCAFFERTY & McKEEVER****BY: JOSEPH A. GOLDBECK, JR.****ATTORNEY I.D. #16132****SUITE 5000 – MELLON INDEPENDENCE CENTER.****701 MARKET STREET****PHILADELPHIA, PA 19106****(215) 627-1322****ATTORNEY FOR PLAINTIFF**

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

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

Attest.

*John L. Gray*  
Prothonotary/  
Clerk of Courts

WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

*Plaintiff*

vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
**Mortgagor(s) and Real Owner(s)**

620 Juniata Street  
Du Bois, PA 15801

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 03-1744-CJ

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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

NOTICE

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

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

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

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

A V I S O

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

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

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEER CON INFORMACIÓN DE CÓMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER INFORMACIÓN ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLES A UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
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814-765-9646

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

1. Plaintiff is WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE, One Old Country Road, Suite 429 Carle Place, NY 11514.
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WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$64,551.67, together with interest at the rate of \$15.45, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

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



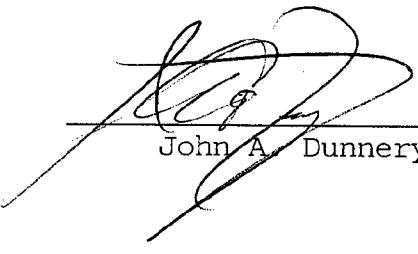
**GOLDBECK McCAFFERTY & MCKEEVER**

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

VERIFICATION

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

Date: 11-17-03

  
John A. Dunnery

03/05/89 16:13 FAX

007/008

Congestoga Title Insurance Company

Commitment Number: 216741

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

ALL that certain lot or piece of ground situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, being Lot No. 43 in the Mercle Addition to DuBois, bounded and described as follows, to wit:

BEGINNING at the northwest corner of Lot No. 42 on Juniper Street; thence North 5 degrees East along Juniper Street, 50 feet to a post at the corner of Lot No. 44; thence South 86 degrees 45' East along line of Lots No. 44, 93 feet 5 inches to a post at Broad Alley; thence along line of Broad Alley, South 9 degrees 37' East, 52 feet eight inches; to a post at the northeast corner of Lot No. 42; thence North 86 degrees 5' West along line of Lot No. 42, 102 feet 8 inches to a post on Juniper Street, the place of beginning.

Being Known As Map # 28-000-09522.

(18991202365)



DF785

JAMES C HUTCHINS

620 JUNIATA STREET  
DU BOIS, PA 15801

August 15, 2003  
0005327837

**EXHIBIT A**

NBRC

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

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

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

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

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

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

LA NOTIFICAION 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 "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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

**THIS NOTICE CONTINUES ON THE NEXT PAGE**



DF785

**FREDA M HUTCHINS**

**620 JUNIATA STREET  
DU BOIS, PA 15801**

**August 15, 2003  
0005327837**

**NBRC**

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*THIS NOTICE CONTINUES ON THE NEXT PAGE*

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

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

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

**TEMPORARY STAY OF FORECLOSURE**

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

**CONSUMER CREDIT COUNSELING AGENCIES**

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

**APPLICATION FOR MORTGAGE ASSISTANCE**

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

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

**AGENCY ACTION**

Available funds for emergency mortgage assistance are very limited. Funds will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

**THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

**NATURE OF THE DEFAULT**

The MORTGAGE debt secured by your property located at:

620 JUNIATA STREET DU BOIS, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$2,287.98
c) Late Charges:	\$102.64
d) Recoverable Corporate Advances:	\$0.00
e) Other Charges and Advances:	\$\$0.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	<b>\$\$2,390.62</b>

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

**HOW TO CURE THE DEFAULT** – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$2,287.98 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

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**IF YOU DO NOT CURE THE DEFAULT**

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON**

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

**OTHER LENDER/SERVICER REMEDIES**

The lender/servicer may also sue you personally for the unpaid principal balance and all other sums due under the Mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

**EFFECT OF SHERIFF'S SALE**

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

**ASSUMPTION OF MORTGAGE**

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

**YOU MAY ALSO HAVE THE RIGHT**

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

***THIS NOTICE CONTINUES ON THE NEXT PAGE***

## IMPORTANT DISCLOSURES

### Colorado

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

### Minnesota

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

### Nebraska

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

### New York City

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

### North Carolina

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

### Tennessee

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

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER.  
 701 MARKET STREET  
 PHILADELPHIA, PA 19106  
 (215) 627-1322  
 ATTORNEY FOR PLAINTIFF

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

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

Attest.

*William A. Green*  
 Prothonotary/  
 Clerk of Courts

WACHOVIA BANK OF DELAWARE, NATIONAL  
 ASSOCIATION F/K/A FIRST UNION NATIONAL  
 BANK OF DELAWARE  
 One Old Country Road  
 Suite 429  
 Carle Place, NY 11514

*Plaintiff*

vs.

JAMES C. HUTCHINS  
 FREDA M. HUTCHINS  
 Mortgagor(s) and Real Owner(s)

620 Juniata Street  
 Du Bois, PA 15801

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
 No. 03-1744-CJ

**CIVIL ACTION: MORTGAGE  
 FORECLOSURE**

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

**NOTICE**

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

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

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

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

**Aviso**

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

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

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEER CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER INFORMACION ACERCA AGENCIAS QUE PUEGAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLES A UN HONORARIO REDUCIDO O GRATIS.

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

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

1. Plaintiff is WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE, One Old Country Road, Suite 429 Carle Place, NY 11514.
2. The name(s) and address(es) of the Defendant(s) is/are JAMES C. HUTCHINS, 7 1/2 Maloney Road, Dubois, PA 15801 and FREDA M. HUTCHINS, 7 1/2 Maloney Road, Dubois, PA 15801, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On March 08, 1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PARKWAY MORTGAGE, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as INSTRUMENT #: 199904338. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE by Assignment of Mortgage dated May 20, 2003 as INSTRUMENT #: 200308542; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due June 12, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$58,157.29
Interest from 05/12/2003	\$3,136.34
through 11/30/2003, at 9.7000%	
Per Diem interest rate at \$15.45	
Attorney's Fee at 5.0% of Principal Balance	\$2,907.86
Late Charges from 06/12/2003 to 11/30/2003	\$153.96
Monthly late charge amount at \$25.66	
Costs of suit and Title Search	\$900.00
	_____
Corporate Advances	\$65,255.45
Escrow	+\$1,006.68
Monthly Escrow amount \$249.37	-\$1,710.46
	_____
	\$64,551.67

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

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$64,551.67, together with interest at the rate of \$15.45, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 

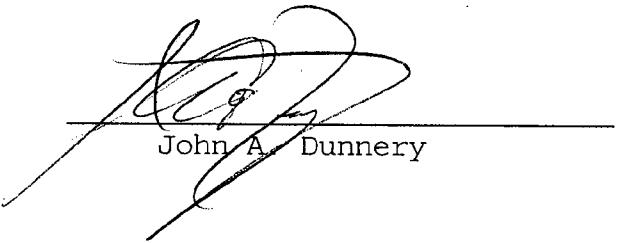
**GOLDBECK McCAFFERTY & MCKEEVER**

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

VERIFICATION

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

Date: 11-17-03

  
John A. Dunnery

03/05/89 16:30 FAX

007/008

Conestoga Title Insurance Company

Commitment Number: 216741

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

ALL that certain lot or piece of ground situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, being Lot No. 43 in the Menzie Addition to DuBois, bounded and described as follows, to wit:

BEGINNING at the northwest corner of Lot No. 42 on Juniper Street; thence North 5 degrees East along Juniper Street, 50 feet to a post at the corner of Lot No. 44; thence South 86 degrees 45' East along line of Lots No. 44, 93 feet 5 inches to a post at Broad Alley; thence along line of Broad Alley, South 9 degrees 37' East, 52 feet eight inches to a post at the northeast corner of Lot No. 42; thence North 86 degrees 5' West along line of Lot No. 42, 102 feet 8 inches to a post on Juniper Street, the place of beginning.

Being Known As Map # 28-000-09522.

(18990202365)



DF785

JAMES C HUTCHINS

620 JUNIATA STREET  
DU BOIS, PA 15801

August 15, 2003  
0005327837

**EXHIBIT A**

NBRC

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

*THIS NOTICE CONTINUES ON THE NEXT PAGE*



DF785

**FREDA M HUTCHINS**

**620 JUNIATA STREET  
DU BOIS, PA 15801**

**August 15, 2003  
0005327837**

**NBRC**

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

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

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

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

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

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

*THIS NOTICE CONTINUES ON THE NEXT PAGE*

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

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

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

**TEMPORARY STAY OF FORECLOSURE**

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

**CONSUMER CREDIT COUNSELING AGENCIES**

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

**APPLICATION FOR MORTGAGE ASSISTANCE**

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

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

**AGENCY ACTION**

Available funds for emergency mortgage assistance are very limited. Funds will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

**THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

**NATURE OF THE DEFAULT**

The MORTGAGE debt secured by your property located at:

620 JUNIATA STREET DU BOIS, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$2,287.98
c) Late Charges:	\$102.64
d) Recoverable Corporate Advances:	\$0.00
e) Other Charges and Advances:	\$\$0.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	<b>\$\$2,390.62</b>

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

**HOW TO CURE THE DEFAULT** – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$2,287.98 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

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**IF YOU DO NOT CURE THE DEFAULT**

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON**

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

**OTHER LENDER/SERVICER REMEDIES**

The lender/servicer may also sue you personally for the unpaid principal balance and all other sums due under the Mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

**EFFECT OF SHERIFF'S SALE**

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

**ASSUMPTION OF MORTGAGE**

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

**YOU MAY ALSO HAVE THE RIGHT**

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

***THIS NOTICE CONTINUES ON THE NEXT PAGE***

## **IMPORTANT DISCLOSURES**

### **Colorado**

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

### **Minnesota**

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

### **Nebraska**

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

### **New York City**

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

### **North Carolina**

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

### **Tennessee**

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

GOLDBECK McCAFFERTY &  
McKEEVER  
BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

---

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL  
BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

Plaintiff

vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
620 Juniata Street  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 03-1744-CD

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



By Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

FILED

JAN 12 2004

William A. Shaw  
Prothonotary/Clerk of Courts

FILED *Reinstated to Staff*  
M 350804 Atty pd 7.00  
JAN 12 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

WACHOVIA BANK OF DELAWARE

VS.

HUTCHINS, JAMES C. & FREDA M.

**COMPLAINT IN MORTGAGE FORECLOSURE**

Sheriff Docket # 14860

03-1744-CD

**SHERIFF RETURNS**

NOW JANUARY 22, 2004 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES C. HUTCHINS, DEFENDANT AT RESIDENCE 7 1/2 MALONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES C. HUTCHINS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW JANUARY 23, 2004 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON FREDA C. HUTCHINS, DEFENDANT AT RESIDENCE, 7 1/2 MALONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES HUTCHINS, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET/RYEN

NOW JANUARY 23, 2004 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES C. HUTCHINS, DEFENDANT AT 7 1/2 MALONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES C. HUTCHINS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF. THE PROPERTY AT 620 JUNIATA ST., DUBOIS, PA. IS "EMPTY".

NOW JANUARY 23, 2004 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON FREDA C. HUTCHINS, DEFENDANT AT RESIDENCE, 7 1/2 MALONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES HUTCHINS, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF. THE PROPERTY AT 620 JUNIATA ST., DUBOIS, PA. IS "EMPTY".

**Return Costs**

Cost	Description
41.62	SHERIFF HAWKINS PAID BY: ATTY CK# 190651
40.00	SURCHARGE PAID BY: ATTY Ck# 190652

**FILED**

01/27/2004  
FEB 27 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**Sworn to Before Me This**

27<sup>th</sup> Day Of February 2004  
William A. Shaw

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

**So Answers,**

Chester A. Hawkins  
by Marilyn Hamer

Chester A. Hawkins  
Sheriff

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL  
BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

*Plaintiff*

vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
Mortgagor(s) and Real Owner(s)

620 Juniata Street  
Du Bois, PA 15801

*Defendant(s)***ATTORNEY  
COPY**

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

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 03-1744-CJ

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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

**NOTICE**

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

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

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

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

**A V I S O**

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

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

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUNDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEER CON INFORMACIÓN DE CÓMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE A UN HONORARIO REDUCIDO O GRATIS.

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

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

**FILED**  
C NOV 21 2003  
**William A. Shaw**  
Prothonotary/Clerk of Courts

1-12-04 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

**Will. A. Shaw**  
Deputy Prothonotary

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

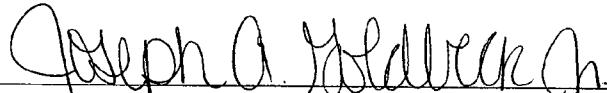
1. Plaintiff is WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE, One Old Country Road, Suite 429 Carle Place, NY 11514.
2. The name(s) and address(es) of the Defendant(s) is/are JAMES C. HUTCHINS, 7 1/2 Maloney Road, Dubois, PA 15801 and FREDA M. HUTCHINS, 7 1/2 Maloney Road, Dubois, PA 15801, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On March 08, 1999 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PARKWAY MORTGAGE, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as INSTRUMENT #: 199904338. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE by Assignment of Mortgage dated May 20, 2003 as INSTRUMENT #: 200308542; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due June 12, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$58,157.29
Interest from 05/12/2003	\$3,136.34
through 11/30/2003, at 9.7000%	
Per Diem interest rate at \$15.45	
Attorney's Fee at 5.0% of Principal Balance	\$2,907.86
Late Charges from 06/12/2003 to 11/30/2003	\$153.96
Monthly late charge amount at \$25.66	
Costs of suit and Title Search	\$900.00
	_____
Corporate Advances	\$65,255.45
Escrow	+\$1,006.68
Monthly Escrow amount \$249.37	-\$1,710.46
	_____
	\$64,551.67

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

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

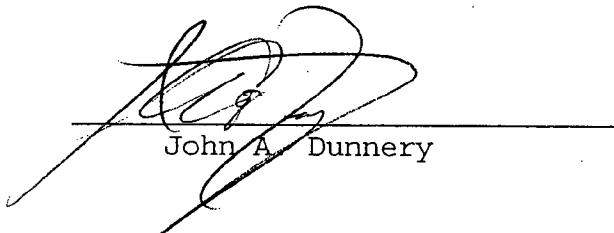
WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$64,551.67, together with interest at the rate of \$15.45, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By:   
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 11-17-03

  
John A. Dunnery

03/08/00 18:33 FAX

007/008

Conestoga Title Insurance Company

Commitment Number: 216741

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

ALL that certain lot or piece of ground situate in the City of DuBois, County of Clearfield, and State of Pennsylvania, being Lot No. 43 in the Mericle Addition to DuBois, bounded and described as follows, to wit:

BEGINNING at the northwest corner of Lot No. 42 on Juniata Street; thence North 5 degrees East along Juniata Street, 50 feet to a post at the corner of Lot No. 44; thence South 86 degrees 45' East along line of Lots No. 44, 93 feet 5 inches to a post at Broad Alley; thence along line of Broad Alley, South 9 degrees 37' East, 52 feet eight inches, to a post at the northeast corner of Lot No. 42; thence North 86 degrees 5' West along line of Lot No. 42, 108 feet 8 inches to a post on Juniata Street, the place of beginning.

Being Known As Map # 28-000-09522.



DF785

JAMES C HUTCHINS

620 JUNIATA STREET  
DU BOIS, PA 15801

August 15, 2003  
0005327837

## EXHIBIT A

NBRC

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

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

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

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

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

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

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

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

**THIS NOTICE CONTINUES ON THE NEXT PAGE**



DF785

**FREDA M HUTCHINS**

**620 JUNIATA STREET  
DU BOIS, PA 15801**

**August 15, 2003  
0005327837**

**NBRC**

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

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

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

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

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

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SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES**

**THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

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

**TEMPORARY STAY OF FORECLOSURE**

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

**CONSUMER CREDIT COUNSELING AGENCIES**

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

**APPLICATION FOR MORTGAGE ASSISTANCE**

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

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

**AGENCY ACTION**

Available funds for emergency mortgage assistance are very limited. Funds will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Agency of its decision on your application.

**THIS NOTICE CONTINUES ON THE NEXT PAGE**

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

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

**NATURE OF THE DEFAULT**

The MORTGAGE debt secured by your property located at:

620 JUNIATA STREET DU BOIS, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$2,287.98
c) Late Charges:	\$102.64
d) Recoverable Corporate Advances:	\$0.00
e) Other Charges and Advances:	\$\$0.00
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	<b>\$\$2,390.62</b>

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

**HOW TO CURE THE DEFAULT** – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$2,287.98 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

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**IF YOU DO NOT CURE THE DEFAULT**

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON**

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

**OTHER LENDER/SERVICER REMEDIES**

The lender/servicer may also sue you personally for the unpaid principal balance and all other sums due under the Mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**

It is estimated that the earliest date that such Sheriff's sale could be held would be approximately five (5) months from the date of this notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

**EFFECT OF SHERIFF'S SALE**

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

**ASSUMPTION OF MORTGAGE**

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

**YOU MAY ALSO HAVE THE RIGHT**

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

***THIS NOTICE CONTINUES ON THE NEXT PAGE***

## **IMPORTANT DISCLOSURES**

### **Colorado**

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

### **Minnesota**

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

### **Nebraska**

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

### **New York City**

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

### **North Carolina**

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

### **Tennessee**

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

In the Court of Common Pleas of Clearfield County

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF  
DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

Plaintiff

vs.

No. 03-1744-CD

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
(Mortgagor(s) and Record Owner(s))  
620 Juniata Street  
Du Bois, PA 15801

Defendant(s)

FILED

MAR 12 2004

William A. Shaw  
Prothonotary/Clerk of Courts

PRAECIPE FOR JUDGMENT

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

Enter the Judgment in favor of Plaintiff and against JAMES C. HUTCHINS and FREDA M. HUTCHINS by default for want of an Answer.

Assess damages as follows:

Debt

\$67,212.21

Interest - 05/12/2003 to 03/10/2004

Total

(Assessment of Damages attached)

**I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO  
BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

Joseph A. Woldbeck, Jr.  
Attorney for Plaintiff  
I.D. #16138

AND NOW March 12, 2004 Judgment is entered in favor of  
WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF  
DELAWARE and against JAMES C. HUTCHINS and FREDA M. HUTCHINS by default for want of an Answer and  
damages assessed in the sum of \$67,212.21 as per the above certification.

William A. Shaw  
Prothonotary

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

**DATE OF THIS NOTICE: February 20, 2004**

TO:

**JAMES C. HUTCHINS**  
7 1/2 Maloney Road  
Dubois, PA 15801

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF  
DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

*Plaintiff*

vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
(Mortagor(s) and Record Owner(s))  
620 Juniata Street  
Du Bois, PA 15801

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 03-1744-CD

*Defendant(s)*

TO: **JAMES C. HUTCHINS**  
7 1/2 Maloney Road  
Dubois, PA 15801

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

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

**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106 215-627-1322

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**DATE OF THIS NOTICE: February 20, 2004**

TO: **JAMES C. HUTCHINS**  
620 Juniata Street  
Du Bois, PA 15801

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF  
DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

*Plaintiff*

vs.  
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**FREDA M. HUTCHINS**  
(Mortgagor(s) and Record Owner(s))  
620 Juniata Street  
Du Bois, PA 15801

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 03-1744-CD

*Defendant(s)*

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BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center.  
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**DATE OF THIS NOTICE: February 20, 2004**

TO:

**FREDA M. HUTCHINS**  
7 1/2 Maloney Road  
Dubois, PA 15801

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF  
DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

*Plaintiff*

vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
(Mortgagor(s) and Record Owner(s))  
620 Juniata Street  
Du Bois, PA 15801

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 03-1744-CD

*Defendant(s)*

TO: **FREDA M. HUTCHINS**  
7 1/2 Maloney Road  
Dubois, PA 15801

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BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
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701 Market Street  
Philadelphia, PA 19106 215-627-1322

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**DATE OF THIS NOTICE: February 20, 2004**

TO: **FREDA M. HUTCHINS**  
620 Juniata Street  
Du Bois, PA 15801

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF  
DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

*Plaintiff*

vs.  
**JAMES C. HUTCHINS**  
**FREDA M. HUTCHINS**  
(Mortgagor(s) and Record Owner(s))  
620 Juniata Street  
Du Bois, PA 15801

In the Court of  
Common Pleas  
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**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 03-1744-CD

*Defendant(s)*

TO: **FREDA M. HUTCHINS**  
620 Juniata Street  
Du Bois, PA 15801

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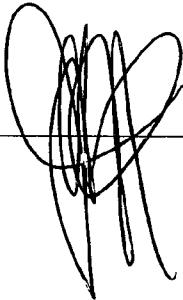
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106 215-627-1322

VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, JAMES C. HUTCHINS, is about unknown years of age, that Defendant's last known residence is 7 1/2 Maloney Road, Dubois, PA 15801, and is engaged in the unknown business located at unknown address.

2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date: 

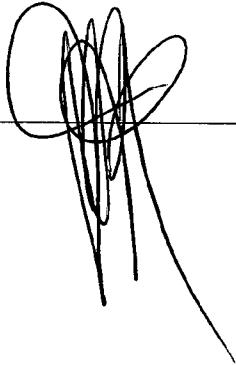
VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, FREDA M. HUTCHINS, is about unknown years of age, that Defendant's last known residence is 7 1/2 Maloney Road, Dubois, PA 15801, and is engaged in the unknown business located at unknown address.

2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "John Doe", is written over a horizontal line. The signature is somewhat stylized and includes a large, open circle on the left side.

GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16432  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL  
BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

Plaintiff  
vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
(Mortgagor(s) and Record owner(s))  
620 Juniata Street  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

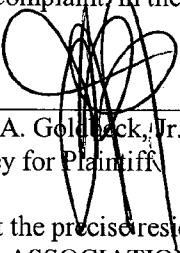
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

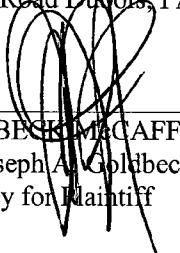
No. 03-1744-CD

**ORDER FOR JUDGMENT**

Please enter Judgment in favor of WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE, and against JAMES C. HUTCHINS and FREDA M. HUTCHINS for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint in the sum of \$67,212.21.

  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE One Old Country Road Suite 429 Carle Place, NY 11514 and that the name(s) and last known address(es) of the Defendant(s) is/are JAMES C. HUTCHINS, 7 1/2 Maloney Road Dubois, PA 15801 and FREDA M. HUTCHINS, 7 1/2 Maloney Road Dubois, PA 15801;

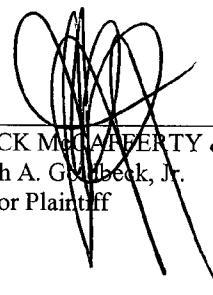
  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance	\$58,157.29
Interest from 05/12/2003 through 03/10/2004	\$4,696.79
Attorney's Fee at 5.0000% of principal balance	\$2,907.86
Late Charges	\$256.57
Costs of Suit and Title Search	\$900.00
Escrow Balance Deficit	\$997.48
Escrow	\$-1,710.46
Corporate Advances	\$1,006.68
	<hr/>
	\$67,212.21

  
GOLDBECK McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

AND NOW, this 12<sup>th</sup> day of March, 2004 damages are assessed as above.

  
\_\_\_\_\_  
Pro Prothy

**FILED**

Atty pd. 20.00

Mar 12 2004

Notice & Order

to each Def.

William A. Shaw

Prothonotary/Clerk of Courts

Testament to Atty

*Atty*

*Atty*

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF  
DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

Plaintiff

No. 03-1744-CD

vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
**(Mortgagors and Record Owner(s))**  
620 Juniata Street  
Du Bois, PA 15801

Defendant(s)

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

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw  
Prothonotary

By: William Shaw 3/12/04

Deputy

If you have any questions concerning the above, please contact:

Joseph A. Goldbeck, Jr.  
**Goldbeck McCafferty & McKeever**  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322

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

COPY

Wachovia Bank of Delaware, National  
Association  
Plaintiff(s)

No.: 2003-01744-CD

Real Debt: \$67,212.21

Atty's Comm: \$

Vs.

Costs: \$

James C. Hutchins  
Freda M. Hutchins  
Defendant(s)

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 12, 2004

Expires: March 12, 2009

Certified from the record this 12th 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

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL  
BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

Plaintiff  
vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
**Mortgagor(s) and Record Owner(s)**  
620 Juniata Street  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-1744-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

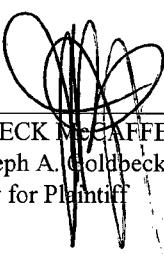
Amount Due

\$67,212.21

Interest from  
05/12/2003 to  
03/10/2004 at  
9.7000%

(Costs to be added)

*130.00 Prothonotary costs*

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

FILED *ICC Shaff w/*  
*3/26/04* *Le writs w/ prop*  
MAR 12 2004 *descr.*

William A. Shaw *Atty. pd. 20.00*  
Prothonotary/Clerk of Courts  
*EAG*

Term  
No. 03-1744-CD  
**IN THE COURT OF COMMON PLEAS**

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

vs.

JAMES C. HUTCHINS and  
FREDA M. HUTCHINS  
(Mortgagor(s) and Record Owner(s))  
620 Juniaita Street  
Du Bois, PA 15801

---

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

---

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE CITY OF DUBOIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BEING LOT NO. 43 IN THE MUNZIE ADDITION TO DUBOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF LOT NO. 42 ON JUNIATA STREET; THENCE NORTH 5° EAST ALONG JUNIATA STREET, 50 FEET TO A POST AT THE CORNER OF LOT NO. 44; THENCE SOUTH 86°45' EAST ALONG LINE OF LOT NO. 44, 93 FEET 5 INCHES TO A POST AT BROAD ALLEY; THENCE ALONG LINE OF BROAD ALLEY, SOUTH 9°37' EAST, 52 FEET 8 INCHES TO A POST AT THE NORTHEAST CORNER OF LOT NO. 42; THENCE NORTH 86°5' WEST ALONG LINE OF LOT NO. 42; 105 FEET 8 INCHES TO A POST ON JUNIATA STREET, THE PLACE OF BEGINNING.

Goldbeck McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL  
BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

Plaintiff  
vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
**(Mortgagor(s) and Record Owner(s))**  
620 Juniata Street  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-1744-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

620 Juniata Street  
Du Bois, PA 15801

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

JAMES C. HUTCHINS  
7 1/2 Maloney Road  
Dubois, PA 15801

FREDA M. HUTCHINS  
7 1/2 Maloney Road  
Dubois, PA 15801

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

JAMES C. HUTCHINS  
7 1/2 Maloney Road  
Dubois, PA 15801

FREDA M. HUTCHINS  
7 1/2 Maloney Road  
Dubois, PA 15801

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

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

IRON CITY BUILDERS  
241 SAPHR STREET  
PITTSBURGH, PA 15232

SHERMAN ACQUISTION, L.P.  
15 SOUTH MAIN STREET  
SUITE 401  
GREENVILLE, SC 29601

GREENTREE CONSUMER DISCOUNT CO.  
332 MINNESOTA STREET  
SUITE 610  
ST PAUL, MN 55101

BENEFICIAL CONSUMER DISCOUNT CO.  
961 Weigel Drive  
Elmhurst, IL 60126

BENEFICIAL CONSUMER DISCOUNT CO. D/B/A BENEFICIAL MORTGAGE CO. OF PA  
90 BEAVER DRIVE  
SUITE 114C  
DUBOIS, PA 15801

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

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

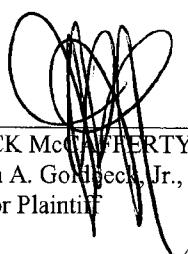
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
620 Juniata Street  
Dubois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: March 10, 2004

  
GOLDBECK McCARTHY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

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

**COPY**

WACHOVIA BANK OF DELAWARE,  
NATIONAL ASSOCIATION F/K/A FIRST  
UNION NATIONAL BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

vs.

In the Court of Common Pleas of  
Clearfied County

No. 03-1744-CD

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
620 Juniata Street  
Du Bois, PA 15801

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfied

**To the Sheriff of Clearfied County, Pennsylvania**

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

PREMISES: 620 Juniata Street Du Bois, PA 15801

See Exhibit "A" attached

AMOUNT DUE \$67,212.21

Interest From 05/12/2003  
Through 03/10/2004

(Costs to be added)

*132.00 Prothonotary  
costs*

Dated: 3/12/04

*John H. Hause*  
Prothonotary, Common Pleas Court  
of Clearfied County, Pennsylvania

Deputy \_\_\_\_\_

Term  
No. 03-1744-CD

IN THE COURT OF COMMON PLEAS

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

vs.

JAMES C. HUTCHINS and  
FREDA M. HUTCHINS  
Mortagor(s)  
620 Juniaita Street Du Bois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$67,212.21
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 132.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

Goldbeck McCafferty & McKeever  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
(215) 627-1322

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE CITY OF DUBOIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BEING LOT NO. 43 IN THE MUNZIE ADDITION TO DUBOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF LOT NO. 42 ON JUNIATA STREET; THENCE NORTH  $5^{\circ}$  EAST ALONG JUNIATA STREET, 50 FEET TO A POST AT THE CORNER OF LOT NO. 44; THENCE SOUTH  $86^{\circ}45'$  EAST ALONG LINE OF LOT NO. 44, 93 FEET 5 INCHES TO A POST AT BROAD ALLEY; THENCE ALONG LINE OF BROAD ALLEY, SOUTH  $9^{\circ}37'$  EAST, 52 FEET 8 INCHES TO A POST AT THE NORTHEAST CORNER OF LOT NO. 42; THENCE NORTH  $86^{\circ}5'$  WEST ALONG LINE OF LOT NO. 42; 105 FEET 8 INCHES TO A POST ON JUNIATA STREET, THE PLACE OF BEGINNING.

GOLDBECK McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 500 - The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

FILED

MAY 12 2004

William A. Shaw  
Prothonotary/Clerk of Courts

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL  
BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

Plaintiff  
vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
**Mortgagor(s) and Record Owner(s)**

620 Juniata Street  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County  
CIVIL ACTION – LAW  
ACTION OF MORTGAGE FORECLOSURE

No. 03-1744-CD

**CERTIFICATE OF SERVICE**  
**PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:



Personal Service by the Sheriff's Office/competent adult (copy of return attached).  
 Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).  
 Certified mail by Sheriff's Office.  
 Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).  
 Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).  
 Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

Premises was posted by Sheriff's Office/competent adult (copy of return attached).  
 Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).  
 Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,  
*Joseph Goldbeck, Jr.*  
BY Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

7160 3901 9848 4066 2370

**TO:** HUTCHINS, FREDA M.  
**FREDA M. HUTCHINS**  
7 1/2 Maloney Road  
Dubois, PA 15801

**SENDER:** GOLDBECK MCCAFFERTY & MCKEEVER  
March 10, 2004

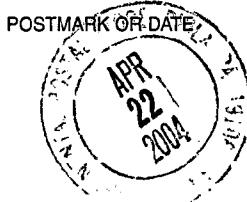
**REFERENCE:** HUTCHINS, JAMES C. / MS-1088  
- Cleared

PS Form 3800, June 2000

RETURN	Postage	
RECEIPT	Certified Fee	
SERVICE	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

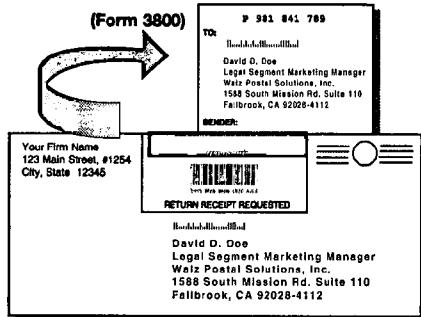
US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS,  
POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND  
CHARGES FOR ANY SELECTED OPTIONAL SERVICES:**

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

7160 3901 9848 4066 2363

TO: HUTCHINS, JAMES C.  
**JAMES C. HUTCHINS**  
7 1/2 Maloney Road  
Dubois, PA 15801

SENDER: GOLDBECK MCCAFFERTY & MCKEEVER  
March 10, 2004

REFERENCE: HUTCHINS, JAMES C. / MS-1088  
- Cleared 6/4

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

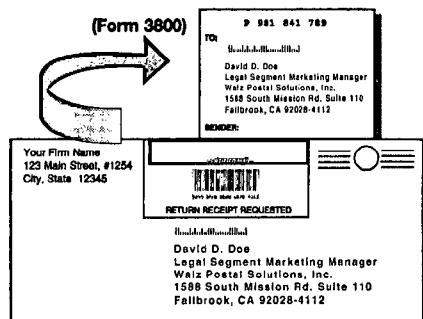
US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



**AFFIX POSTAGE TO MAIL PIECE TO COVER FIRST CLASS POSTAGE, CERTIFIED FEE, RETURN RECEIPT FEE AND CHARGES FOR ANY SELECTED OPTIONAL SERVICES.**

1. Detach the form 3811, Domestic return receipt by tearing left to right across perf. Attach to mailpiece by peeling back the adhesive strips and affixing to front of mailpiece if space permits. Otherwise affix to back of mailpiece.
2. If you do not want the receipt postmarked, stick the article # label to the right of the return address, date receipt and retain the receipt.
3. If you want this receipt postmarked, slip the 3800 receipt between the return receipt, and the mailpiece, and slide the edge of the receipt to the gummed edge of adhesive. This will hold the receipt in place to present to your mailcenter, or post office service window. (SEE ILLUSTRATION)



4. Enter fees for the services requested in the appropriate spaces on the front of this receipt.
5. Save this receipt and present it if you make an inquiry.

**GOLDBECK McCAFFERTY & MCKEEEVER**

Suite 500 The Bourse Building  
111 S. Independence Mall East

Name and  
Address  
of Sender

Check type of mail:  
 Express  
 Registered  
 Insured  
 C.O.D.  
 Return Receipt (P.C. for Merchandise)  
 Certified  
 Int'l Rec. Dev.  
 Del. Confirmation (DC)

If Registered Mail  
check below:  
 Insured  
 Not Insured

Affix stamp here if issued  
as certificate of mailing,  
or for additional copies of  
this bill.

Line	Article Number	Address, Name, Street, and PO Address	Postage	Fees	Handling Charge	Actual Value if Reg'd.	Insured Value	Due Sender if C.O.D.	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Date of Receipt	Remarks
1		PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health and Welfare Bldg. - Room 432 P.O. Box 2675 Harrisburg, PA 17105-2675														
2		DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830														
3		IRON CITY BUILDERS 241 SAPHIR STREET PITTSBURGH, PA 15222														
4		SHERMAN ACQUISITION, L.P. 15 SOUTH MAIN STREET SUITE 401 GREENVILLE, SC 29601														
5		GREENTREE CONSUMER DISCOUNT CO. 332 MINNESOTA STREET SUITE 610 ST PAUL, MN 55101														
6		BENEFICIAL CONSUMER DISCOUNT CO. 961 Weigel Drive Elmhurst, IL 60126														
7		BENEFICIAL CONSUMER DISCOUNT CO. D/B/A BENEFICIAL MORTGAGE CO. OF PA 90 BEAVER DRIVE SUITE 114C DUBOIS, PA 15801														
8		TENANTS/OCCUPANTS 620 Juniper Street Dubois, PA 15801														
9																
10																
11																
12																
13																
14																
15																
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Pst (Name of receiving employ.):													

PS Form 3877, April 1999

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500,000 per piece, subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, \$10 with optional postal insurance. See Domestic Mail Manual 9000, 9103, and 9211 for limitations of coverage on insured and C.O.D. mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

*photoknows*

MS - 1088

*Clearfield*

Goldbeck McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION F/K/A FIRST UNION NATIONAL  
BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

Plaintiff  
vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
(Mortgagor(s) and Record Owner(s))  
620 Juniata Street  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 03-1744-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

620 Juniata Street  
Du Bois, PA 15801

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

JAMES C. HUTCHINS  
7 1/2 Maloney Road  
Dubois, PA 15801

FREDA M. HUTCHINS  
7 1/2 Maloney Road  
Dubois, PA 15801

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

JAMES C. HUTCHINS  
7 1/2 Maloney Road  
Dubois, PA 15801

FREDA M. HUTCHINS  
7 1/2 Maloney Road  
Dubois, PA 15801

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

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

IRON CITY BUILDERS  
241 SAPHR STREET  
PITTSBURGH, PA 15232

SHERMAN ACQUISTION, L.P.  
15 SOUTH MAIN STREET  
SUITE 401  
GREENVILLE, SC 29601

GREENTREE CONSUMER DISCOUNT CO.  
332 MINNESOTA STREET  
SUITE 610  
ST PAUL, MN 55101

BENEFICIAL CONSUMER DISCOUNT CO.  
961 Weigel Drive  
Elmhurst, IL 60126

BENEFICIAL CONSUMER DISCOUNT CO. D/B/A BENEFICIAL MORTGAGE CO. OF PA  
90 BEAVER DRIVE  
SUITE 114C  
DUBOIS, PA 15801

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

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

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

TENANTS/OCCUPANTS  
620 Juniata Street  
Dubois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: May 3, 2004

*Joseph Goldbeck, Jr.*  
GOLDBECK McCAFFERTY & MCKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

FILED  
MAY 12 2004  
10:00 AM  
cc  
EAS  
KRS  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Sheriff Docket # 15439

WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST 03-1744-CD

VS.

HUTCHINS, JAMES C.

**WRIT OF EXECUTION**

**REAL ESTATE**

**SHERIFF RETURNS**

**NOW, MAY 12, 2004 @ 11:45 A.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE AND TIME.**

**A SALE DATE OF JUNE 4, 2004 WAS SET.**

*EOK*  
**FILED**  
*09:07 AM*  
**SEP 01 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

**NOW, MAY 13, 2004 @ 11:00 A.M. O'CLOCK SERVED JAMES C. HUTCHINS, DEFENDANT, AT HIS PLACE OF RESIDENCE 7 1/2 MALONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES C. HUTCHINS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, MAY 13, 2004 @ 11:00 A.M. O'CLOCK SERVED FREDA M. HUTCHINS, DEFENDANT, AT HER PLACE OF RESIDENCE 7 1/2 MALONEY ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES C. HUTCHINS, DEFENDANT/HUSBAND, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.**

**ATTORNEY SERVED DEFENDANTS BY CERTIFIED MAIL APRIL 26, 2004.**

**JUNE 4, 2004 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, AUGUST 26, 2004 PAID THE COSTS FROM THE ADVANCE AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15439

WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST 03-1744-CD

VS.

HUTCHINS, JAMES C.

WRIT OF EXECUTION

REAL ESTATE

**SHERIFF RETURNS**

---

NOW, SEPTEMBER 1, 2004 RETURN THE WRIT AS A SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, SEPTEMBER 1, 2004 A DEED WAS FILED.

SHERIFF HAWKINS \$29.00

SURCHARGE \$40.00

PAID BY ATTORNEY

---

Sworn to Before Me This

1<sup>st</sup> Day Of Sept 2004

William A. Shaw  
WILLIAM A. SHAW

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

So Answers,

Chester A. Hawkins  
In Compliance  
Chester A. Hawkins  
Sheriff

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

WACHOVIA BANK OF DELAWARE,  
NATIONAL ASSOCIATION F/K/A FIRST  
UNION NATIONAL BANK OF DELAWARE  
One Old Country Road  
Suite 429  
Carle Place, NY 11514

vs.

JAMES C. HUTCHINS  
FREDA M. HUTCHINS  
620 Juniata Street  
Du Bois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 03-1744-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

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

PREMISES: 620 Juniata Street Du Bois, PA 15801

See Exhibit "A" attached

AMOUNT DUE	
<u>Interest From 05/12/2003</u>	<u>\$67,212.21</u>
<u>Through 03/10/2004</u>	<u>_____</u>

(Costs to be added)

*132.00 Prothonotary  
costs*

Dated: 3/12/04

*John H. Miller*  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Received March 12, 2004 @ 3:00 P.M.  
Chester A. Hawkins  
by Amithia Butler-Augherbaugh

Term  
No. 03-1744-CD

IN THE COURT OF COMMON PLEAS

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION FK/A FIRST UNION NATIONAL BANK OF  
DELAWARE

vs.

JAMES C. HUTCHINS and  
FREDA M. HUTCHINS  
Mortagor(s)  
620 Juniata Street Du Bois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$67,212.21
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 132.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	\$ _____
Judg. Fee	\$ _____
Cr.	\$ _____
Sat.	\$ _____

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 500 – The Bourse Bldg.  
111 S. Independence Mall East  
Philadelphia, PA 19106  
(215) 627-1322

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN THE CITY OF DUBOIS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BEING LOT NO. 43 IN THE MUNZIE ADDITION TO DUBOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST CORNER OF LOT NO. 42 ON JUNIATA STREET; THENCE NORTH  $5^{\circ}$  EAST ALONG JUNIATA STREET, 50 FEET TO A POST AT THE CORNER OF LOT NO. 44; THENCE SOUTH  $86^{\circ}45'$  EAST ALONG LINE OF LOT NO. 44, 93 FEET 5 INCHES TO A POST AT BROAD ALLEY; THENCE ALONG LINE OF BROAD ALLEY, SOUTH  $9^{\circ}37'$  EAST, 52 FEET 8 INCHES TO A POST AT THE NORTHEAST CORNER OF LOT NO. 42; THENCE NORTH  $86^{\circ}5'$  WEST ALONG LINE OF LOT NO. 42; 105 FEET 8 INCHES TO A POST ON JUNIATA STREET, THE PLACE OF BEGINNING.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME      HUTCHINS      NO.      03-1744-CD

NOW,      June 4, 2004      , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the      4TH      day of      JUNE      2004, I exposed the within described real estate of      JAMES C. HUTCHINS AND FREDA M. HUTCHINS to public venue or outcry at which time and place I sold the same to      WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK OF DELAWARE he/she being the highest bidder, for the sum of      \$1.00 + COSTS      and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	14.25
LEVY	15.00
MILEAGE	14.25
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	14.25
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>243.19</b>
<b>DEED COSTS:</b>	
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
<b>TOTAL DEED COSTS</b>	<b>29.00</b>

**PLAINTIFF COSTS, DEBT & INTEREST:**

DEBT-AMOUNT DUE	67,212.21
INTEREST FROM 5/12/03 THROUGH 3/10/04	
TO BE ADDED      TO SALE DATE	
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>67,212.21</b>
<b>COSTS:</b>	
ADVERTISING	317.46
TAXES - collector      TO 1/5	259.85
TAXES - tax claim      NONE	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	243.19
LEGAL JOURNAL AD	126.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>1,252.50</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

James C. Hutchins  
7 1/2 Maloney Rd  
Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee		
<i>James C. Hutchins</i>		<input type="checkbox"/> Date of Delivery	
B. Received by (Printed Name)	<i>James C. Hutchins</i> 6/20/03		
C. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No			
if YES, enter delivery address below:			

3. Service Type

- Certified Mail
- Express Mail
- Registered
- Return Receipt for Merchandise
- Insured Mail
- C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

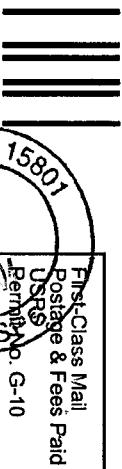
2. Article Number  
(Transfer from service label) 710639019848 40062303

2ACPHI-03-Z-0985

Domestic Return Receipt

PS Form 3811, August 2001

UNITED STATES POSTAL SERVICE



- **Sender:** Please print your name, address, and ZIP+4 in this box.

GM & M  
Mellon Independence Center  
Ste 5000  
701 Market St  
Philadelphia PA 19106-1532

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2. Article Number



COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
<i>Freida M. Hutchins</i>	APR 25 2005
C. Signature	
<i>Freida M. Hutchins</i>	
Is delivery address different from item 1? If YES, enter delivery address below:	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee <input type="checkbox"/> Yes <input type="checkbox"/> No	

3. Service Type CERTIFIED MAIL

4. Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:

HUTCHINS, FREDA M.

**FREDA M. HUTCHINS**

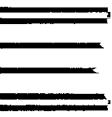
7 1/2 Maloney Road  
Dubois, PA 15801

GOLDBECK MCCAFFERTY & MCKEEVER |||  
HUTCHINS, JAMES C. /MS-1088 - Cleared

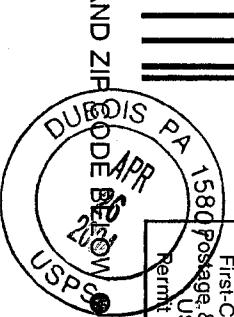
PS Form 3811, July 2001

Domestic Return Receipt

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10



• PRINT YOUR NAME, ADDRESS AND ZIP

|||||  
GOLDBECK MCCAFFERTY & MCKEEVER  
STE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA PA 19106-1538