

04-39-CD
CENDANT MORTGAGE CORPORATION vs. JAMES D. LOCKWOOD

Cendant Mortgage et al vs. James Lockwood
2004-39-CD

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

ATTORNEY FOR PLAINTIFF

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES
4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff
v.

NO. 04-39-CJ

JAMES D. LOCKWOOD
1 RR BOX 462
OSCEOLA MILLS, PA 16666

CLEARFIELD COUNTY

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

FILED

JAN 09 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

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

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES
4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

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

JAMES D. LOCKWOOD
1 RR BOX 462
OSCEOLA MILLS, PA 16666

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

3. On 04/03/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2002, Page 5204.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/01/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$157,736.36
Interest	9,421.72
05/01/2003 through 01/08/2004	
(Per Diem \$37.24)	
Attorney's Fees	1,250.00
Cumulative Late Charges	366.72
04/03/2002 to 01/08/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 169,324.80
Escrow	
Credit	0.00
Deficit	977.04
Subtotal	<u>\$ 977.04</u>
TOTAL	\$ 170,301.84

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an *in rem* Judgment against the Defendant(s) in the sum of \$ 170,301.84, together with interest from 01/08/2004 at the rate of \$37.24 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP
Francis S. Hallinan
By: /s/Francis S. Hallinan
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

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

BEGINNING at a set $\frac{1}{4}$ " iron rebar corner, said corner being the northwest corner of the property described herein; thence along land of now or formerly Thomas M. Pecosh, North 57 degrees 36 minutes 29 seconds East, a distance of 284.63 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Thomas M. Pecosh, North 42 degrees 45 minutes 04 seconds East, a distance of 160.37 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 2, South 51 degrees 57 minutes 25 seconds East, a distance of 172.83 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 2, South 26 degrees 21 minutes 57 seconds West, a distance of 98.24 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 1, South 51 degrees 56 minutes 38 seconds West, a distance of 187.79 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 1, South 56 degrees 01 minute 58 seconds West, a distance of 126.90 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, North 32 degrees 19 minutes 49 seconds West, a distance of 40.00 feet to a $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, South 57 degrees 39 minutes 53 seconds West, a distance of 100.00 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along land of Charles F. and Deborah M. Nearhoof, Jr., North 32 degrees 19 minutes 49 seconds West, a distance of 154.61 feet to a set $\frac{1}{4}$ " iron rebar corner; the place of beginning.

Containing 2.00 acres and being shown on a plan titled "Preliminary/Final Subdivision Plan of Amelia L. Cimino, Decatur Township, Clearfield County", as prepared by Hess & Fisher Engineers, Inc., dated November 2, 2001 as the Residual 2.00 Acres tract and said plan recorded in Clearfield County Instrument No. 200120083 to Map File No. 2463.

The Grantor hereby further grants, and conveys to the Grantees a right-of-way from State Route 53 to the Residual 2.00 Acres tract, said right-of-way bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 36 seconds (N 58° 15' 36" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. thesee following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the

chord of which is, South 21 degrees 57 minutes 54 seconds West (S 21° 57' 54" W), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West (S 33° 02' 06" W), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West (S 48° 45' 32" W), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West (S 46° 34' 45" W), 51.55 feet to a point; South 56 degrees 32 minutes 24 seconds West (S 56° 32' 24" W), 39.48 feet to a point; thence across the Residual Lot, North 09 degrees 53 minutes 24 seconds East (N 09° 53' 24" E), 43.88 feet to a point; thence across Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is North 46 degrees 36 minutes 46 seconds East (N 46° 36' 46" E), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc., these following courses and distances; by a curve to the right with a radius of 2004.71 feet, the chord of which is North 48 degrees 52 minutes 40 seconds East (N 48° 52' 40" E), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East (N 32° 44' 24" E), 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East (N 21° 48' 00" E), 88.64 feet to a point; North 28 degrees 34 minutes 12 seconds East (N 28° 34' 12" E), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning.

The said right-of-way vested in the Grantor by Right-of-Way Easement dated January 4th, 2002 and recorded in Clearfield County Instrument No. 200200212. It being the First Thereof Easement in said Right-of-Way Easement.

EXCEPTING AND RESERVING from the above described real property a right-of-way with the rights and under the terms and conditions set forth in the Right-of-Way Easement dated January 4th, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right-of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right-of-Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 43 seconds (N 58° 15' 43" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21 degrees 57 minutes 54 seconds West (S 21° 57' 54" W), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West (S 33° 02' 06" W), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West (S 48° 45' 32" W), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West (S 46° 34' 45" W), 51.55 feet to a point; South 56 degrees 32 minutes 24 seconds West (S 56° 32' 24" W), 39.48 feet to a point; thence across the Residual Lot, these following courses and distances; by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69 degrees 43 minutes 30 seconds West (S 69° 43' 30" W), 38.14 feet to a point; South 74 degrees 52 minutes 48 seconds West (S 74° 52' 48" W), 58.60 feet to a point; by

a curve to the right with a radius of 193.44 feet, the chord of which is South 74 degrees 37 minutes 48 seconds West (S 74° 37' 48" W), 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57 degrees 42 minutes 54 seconds West (S 57° 42' 54" W), 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56 degrees 17 minutes 24 seconds West (S 56° 17' 24" W), 78.57 feet to a point; South 67 degrees 07 minutes 48 seconds West (S 67° 07' 48" W), 31.71 feet to a point; by a curve to the left with a radius of 89.31 feet, the chord of which is, South 47 degrees 09 minutes 00 seconds West (S 47° 09' 00" W), 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13 degrees 09 minutes 36 seconds West (S 13° 09' 36" W), 65.76 feet to a point; thence along parcel 74, South 57 degrees 39 minutes 36 seconds West (S 57° 39' 36" W), a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13 degrees 01 minutes 48 seconds East (N 13° 01' 48" E), 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45 degrees 47 minutes 06 seconds East (N 45° 47' 06" E), 76.72 feet to a point; North 67 degrees 07 minutes 48 seconds East (N 67° 07' 48" E), 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56 degrees 31 minutes 48 seconds East (N 56° 31' 48" E), 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58 degrees 27 minutes 54 seconds East (N 58° 27' 54" E), 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74 degrees 35 minutes 24 seconds East (N 74° 35' 24" E), 41.44 feet to a point; North 74 degrees 52 minutes 48 seconds East (N 74° 52' 48" E), 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64 degrees 24 minutes 08 seconds East (N 64° 24' 08" E), 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is,

North 46 degrees 36 minutes 46 seconds East (N 46° 36' 46" E), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48 degrees 52 minutes 40 seconds East (N 48° 52' 40" E), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East (N 32° 44' 24" E), 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East (N 21° 48' 00" E), 88.64 feet to a point; North 28 degrees 34 minutes 12 seconds East (N 28° 34' 12" E), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning. PROPERTY ADDRESS: 1 RR BOX 462

The Grantees shall not interfere with any structures which currently are partially on the above described right-of-way and which are shown on the Amelia L. Cimino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsifications to authorities.


Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 01/08/04

In The Court of Common Pleas of Clearfield County, Pennsylvania

CENDANT MORTGAGE CORPORATION

Sheriff Docket # 15040

VS.

04-39-CD

LOCKWOOD, JAMES D.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JANUARY 26, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE
WITHIN COMPLAINTS IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES D.
LOCKWOOD, DEFENDANT AT 61 CIMINO LANE, OSCEOLA MILLS, PA. And 1 RR, box 462,
OSCEOLA MILLS, PA. DEFENDANT MOVED TO CALIFORNIA.

Return Costs

Cost	Description
39.00	SHERIFF HAWKINS PAID BY: ATTY CK# 323116
20.00	SURCHARGE PAID BY: ATTY CK# 323117 & 323118

Sworn to Before Me This

27th Day Of Jan 2004
William A. Shaw SA

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

So Answers,

*Chester A. Hawkins
by Maury Harr*
Chester A. Hawkins
Sheriff

FILED
01/27/04
JAN 27 2004

SA *SA*
SA William A. Shaw
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP
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Plaintiff
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COURT OF COMMON PLEAS
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NO. 04-39-CJ

CLEARFIELD COUNTY is to be a true
and attested copy of the original
statement filed in this case.

JAN 09 2004

Defendant(s) Attest.

William L. Brown
Prothonotary/
Clerk of Courts

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

*We hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN*

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

BEGINNING at a set $\frac{1}{4}$ " iron rebar corner, said corner being the northwest corner of the property described herein; thence along land of now or formerly Thomas M. Pecosh, North 57 degrees 36 minutes 29 seconds East, a distance of 284.63 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Thomas M. Pecosh, North 42 degrees 45 minutes 04 seconds East, a distance of 160.37 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 2, South 51 degrees 57 minutes 25 seconds East, a distance of 172.83 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 2, South 26 degrees 21 minutes 57 seconds West, a distance of 98.24 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 1, South 51 degrees 56 minutes 38 second West, a distance of 187.79 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 1, South 56 degrees 01 minute 58 seconds West, a distance of 126.90 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, North 32 degrees 19 minutes 49 seconds West, a distance of 40.00 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, South 57 degrees 39 minutes 53 seconds West, a distance of 100.00 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along land of Charles F. and Deborah M. Nearhoof, Jr., North 32 degrees 19 minutes 49 seconds West, a distance of 154.61 feet to a set $\frac{1}{4}$ " iron rebar corner; the place of beginning.

Containing 2.00 acres and being shown on a plan titled "Preliminary/Final Subdivision Plan of Amelia L. Cimino, Decatur Township, Clearfield County", as prepared by Hess & Fisher Engineers, Inc., dated November 2, 2001 as the Residual 2.00 Acres tract and said plan recorded in Clearfield County Instrument No. 200120083 to Map File No. 2463.

The Grantor hereby further grants, and conveys to the Grantees a right-of-way from State Route 53 to the Residual 2.00 Acres tract, said right-of-way bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 36 seconds (N 58° 15' 36" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the

chord of which is, South 21 degrees 57 minutes 54 seconds West ($S 21^{\circ} 57' 54'' W$), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West ($S 33^{\circ} 02' 06'' W$), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West ($S 48^{\circ} 45' 32'' W$), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West ($S 46^{\circ} 34' 45'' W$), 51.55 feet to a point; South 56 degrees 32 minutes 24 seconds West ($S 56^{\circ} 32' 24'' W$), 39.48 feet to a point; thence across the Residual Lot, North 09 degrees 53 minutes 24 seconds East ($N 09^{\circ} 53' 24'' E$), 43.88 feet to a point; thence across Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is North 46 degrees 36 minutes 46 seconds East ($N 46^{\circ} 36' 46'' E$), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc., these following courses and distances; by a curve to the right with a radius of 2004.71 feet, the chord of which is North 48 degrees 52 minutes 40 seconds East ($N 48^{\circ} 52' 40'' E$), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East ($N 32^{\circ} 44' 24'' E$), 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East ($N 21^{\circ} 48' 00'' E$), 88.64 feet to a point; North 28 degrees 34 minutes 12 seconds East ($N 28^{\circ} 34' 12'' E$), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning.

The said right-of-way vested in the Grantor by Right-of-Way Easement dated January 4th, 2002 and recorded in Clearfield County Instrument No. 200200212. It being the First Thereof Easement in said Right-of-Way Easement.

EXCEPTING AND RESERVING from the above described real property a right-of-way with the rights and under the terms and conditions set forth in the Right-of-Way Easement dated January 4th, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right-of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right-of-Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 43 seconds (N 58° 15' 43" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21 degrees 57 minutes 54 seconds West (S 21° 57' 54" W), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West (S 33° 02' 06" W), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West (S 48° 45' 32" W), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West (S 46° 34' 45" W), 51.56 feet to a point; South 56 degrees 32 minutes 24 seconds West (S 56° 32' 24" W), 39.48 feet to a point; thence across the Residual Lot, these following courses and distances; by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69 degrees 43 minutes 30 seconds West (S 69° 43' 30" W), 38.14 feet to a point; South 74 degrees 52 minutes 48 seconds West (S 74° 52' 48" W), 58.60 feet to a point; by

a curve to the right with a radius of 193.44 feet, the chord of which is South 74 degrees 37 minutes 48 seconds West (S 74° 37' 48" W), 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57 degrees 42 minutes 54 seconds West (S 57° 42' 54" W), 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56 degrees 17 minutes 24 seconds West (S 56° 17' 24" W), 78.57 feet to a point; South 67 degrees 07 minutes 48 seconds West (S 67° 07' 48" W), 31.71 feet to a point; by a curve to the left with a radius of 89.31 feet, the chord of which is, South 47 degrees 09 minutes 00 seconds West (S 47° 09' 00" W), 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13 degrees 09 minutes 36 seconds West (S 13° 09' 36" W), 65.76 feet to a point; thence along parcel 74, South 57 degrees 39 minutes 36 seconds West (S 57° 39' 36" W), a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13 degrees 01 minutes 48 seconds East (N 13° 01' 48" E), 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45 degrees 47 minutes 06 seconds East (N 45° 47' 06" E), 76.72 feet to a point; North 67 degrees 07 minutes 48 seconds East (N 67° 07' 48" E), 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56 degrees 31 minutes 48 seconds East (N 56° 31' 48" E), 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58 degrees 27 minutes 54 seconds East (N 58° 27' 54" E), 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74 degrees 35 minutes 24 seconds East (N 74° 35' 24" E), 41.44 feet to a point; North 74 degrees 52 minutes 48 seconds East (N 74° 52' 48" E), 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64 degrees 24 minutes 08 seconds East (N 64° 24' 08" E), 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is,

North 46 degrees 36 minutes 46 seconds East ($N\ 46^{\circ}\ 36' 46''\ E$), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48 degrees 52 minutes 40 seconds East ($N48^{\circ}\ 52' 40''\ E$), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East ($N\ 32^{\circ}\ 44' 24''\ E$), 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East ($N\ 21^{\circ}\ 48' 00''\ E$), 88.64 feet to a point; North 28 degrees 34 minutes 12 seconds East ($N\ 28^{\circ}\ 34' 12''\ E$), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning. PROPERTY ADDRESS: 1 RR BOX 462

The Grantees shall not interfere with any structures which currently are partially on the above described right-of-way and which are shown on the Amelia L. Cimino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsifications to authorities.


Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 01/08/04

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

ATTORNEY FOR PLAINTIFF

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES
4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS
CIVIL DIVISION
TERM

Plaintiff
v.

NO. 04-39-CJ

JAMES D. LOCKWOOD
1 RR BOX 462
OSCEOLA MILLS, PA 16666

CLEARFIELD COUNTY

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

Defendant(s)

JAN 09 2004

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

Attest.

William C. Brown
Prothonotary/
Clerk of Courts

NOTICE

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

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

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

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

*No hereby certify the
within to be a true and
correct copy of the
original filed of record
FEDERMAN AND PHELAN*

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

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

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

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES
4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

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

JAMES D. LOCKWOOD
1 RR BOX 462
OSCEOLA MILLS, PA 16666

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

3. On 04/03/2002 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2002, Page 5204.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 06/01/2003 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$157,736.36
Interest	9,421.72
05/01/2003 through 01/08/2004 (Per Diem \$37.24)	
Attorney's Fees	1,250.00
Cumulative Late Charges 04/03/2002 to 01/08/2004	366.72
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 169,324.80
Escrow	
Credit	0.00
Deficit	977.04
Subtotal	<u>\$ 977.04</u>
TOTAL	\$ 170,301.84

7. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.

8. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 170,301.84, together with interest from 01/08/2004 at the rate of \$37.24 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

FEDERMAN AND PHELAN, LLP
 By: Francis S. Hallinan
 /s/Francis S. Hallinan
 FRANK FEDERMAN, ESQUIRE
 LAWRENCE T. PHELAN, ESQUIRE
 FRANCIS S. HALLINAN, ESQUIRE
 Attorneys for Plaintiff

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

BEGINNING at a set $\frac{1}{4}$ " iron rebar corner, said corner being the northwest corner of the property described herein; thence along land of now or formerly Thomas M. Pecosh, North 57 degrees 36 minutes 29 seconds East, a distance of 284.63 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Thomas M. Pecosh, North 42 degrees 45 minutes 04 seconds East, a distance of 160.37 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 2, South 51 degrees 57 minutes 25 seconds East, a distance of 172.83 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 2, South 26 degrees 21 minutes 57 seconds West, a distance of 98.24 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 1, South 51 degrees 56 minutes 38 seconds West, a distance of 187.79 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along Lot 1, South 56 degrees 01 minute 58 seconds West, a distance of 126.90 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, North 32 degrees 19 minutes 49 seconds West, a distance of 40.00 feet to a $\frac{1}{4}$ " iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, South 57 degrees 39 minutes 53 seconds West, a distance of 100.00 feet to a set $\frac{1}{4}$ " iron rebar corner; thence along land of Charles F. and Deborah M. Nearhoof, Jr., North 32 degrees 19 minutes 49 seconds West, a distance of 154.61 feet to a set $\frac{1}{4}$ " iron rebar corner; the place of beginning.

Containing 2.00 acres and being shown on a plan titled "Preliminary/Final Subdivision Plan of Amelia L. Cimino, Decatur Township, Clearfield County", as prepared by Hess & Fisher Engineers, Inc., dated November 2, 2001 as the Residual 2.00 Acres tract and said plan recorded in Clearfield County Instrument No. 200120083 to Map File No. 2463.

The Grantor hereby further grants, and conveys to the Grantees a right-of-way from State Route 53 to the Residual 2.00 Acres tract, said right-of-way bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 36 seconds (N 58° 15' 36" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the

chord of which is, South 21 degrees 57 minutes 54 seconds West (S 21° 57' 54" W), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West (S 33° 02' 06" W), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West (S 48° 45' 32" W), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West (S 46° 34' 45" W), 51.55 feet to a point; South 56 degrees 32 minutes 24 seconds West (S 56° 32' 24" W), 39.48 feet to a point; thence across the Residual Lot, North 09 degrees 53 minutes 24 seconds East (N 09° 53' 24" E), 43.88 feet to a point; thence across Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is North 46 degrees 36 minutes 46 seconds East (N 46° 36' 46" E), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc., these following courses and distances; by a curve to the right with a radius of 2004.71 feet, the chord of which is North 48 degrees 52 minutes 40 seconds East (N 48° 52' 40" E), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East (N 32° 44' 24" E), 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East (N 21° 48' 00" E), 88.64 feet to a point; North 28 degrees 34 minutes 12 seconds East (N 28° 34' 12" E), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning.

The said right-of-way vested in the Grantor by Right-of-Way Easement dated January 4th, 2002 and recorded in Clearfield County Instrument No. 200200212. It being the First Thereof Easement in said Right-of-Way Easement.

EXCEPTING AND RESERVING from the above described real property a right-of-way with the rights and under the terms and conditions set forth in the Right-of-Way Easement dated January 4th, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right-of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right-of-Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58 degrees 15 minutes 43 seconds (N 58° 15' 43" E) East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16 degrees 33 minutes 54 seconds West (S 16° 33' 54" W), 30.62 feet to a point; South 28 degrees 34 minutes 12 seconds West (S 28° 34' 12" W), 201.18 feet to a point, by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21 degrees 57 minutes 54 seconds West (S 21° 57' 54" W), 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33 degrees 02 minutes 06 seconds West (S 33° 02' 06" W), 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48 degrees 45 minutes 32 seconds West (S 48° 45' 32" W), 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46 degrees 34 minutes 45 seconds West (S 46° 34' 45" W), 51.56 feet to a point; South 56 degrees 32 minutes 24 seconds West (S 56° 32' 24" W), 39.48 feet to a point; thence across the Residual Lot, these following courses and distances; by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69 degrees 43 minutes 30 seconds West (S 69° 43' 30" W), 38.14 feet to a point; South 74 degrees 52 minutes 48 seconds West (S 74° 52' 48" W), 58.60 feet to a point; by

a curve to the right with a radius of 193.44 feet, the chord of which is South 74 degrees 37 minutes 48 seconds West ($S 74^\circ 37' 48'' W$), 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57 degrees 42 minutes 54 seconds West ($S 57^\circ 42' 54'' W$), 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56 degrees 17 minutes 24 seconds West ($S 56^\circ 17' 24'' W$), 78.57 feet to a point; South 67 degrees 07 minutes 48 seconds West ($S 67^\circ 07' 48'' W$), 31.71 feet to a point; by a curve to the left with a radius of 59.31 feet, the chord of which is, South 47 degrees 09 minutes 00 seconds West ($S 47^\circ 09' 00'' W$), 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13 degrees 09 minutes 36 seconds West ($S 13^\circ 09' 36'' W$), 65.76 feet to a point; thence along parcel 74, South 57 degrees 39 minutes 36 seconds West ($S 57^\circ 39' 36'' W$), a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13 degrees 01 minutes 48 seconds East ($N 13^\circ 01' 48'' E$), 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45 degrees 47 minutes 06 seconds East ($N 45^\circ 47' 06'' E$), 76.72 feet to a point; North 67 degrees 07 minutes 48 seconds East ($N 67^\circ 07' 48'' E$), 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56 degrees 31 minutes 48 seconds East ($N 56^\circ 31' 48'' E$), 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58 degrees 27 minutes 54 seconds East ($N 58^\circ 27' 54'' E$), 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74 degrees 35 minutes 24 seconds East ($N 74^\circ 35' 24'' E$), 41.44 feet to a point; North 74 degrees 52 minutes 48 seconds East ($N 74^\circ 52' 48'' E$), 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64 degrees 24 minutes 08 seconds East ($N 64^\circ 24' 08'' E$), 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is,

North 46 degrees 36 minutes 46 seconds East (N 46° 36' 46" E), 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48 degrees 52 minutes 40 seconds East (N 48° 52' 40" E), 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32 degrees 44 minutes 24 seconds East (N 32° 44' 24" E), 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21 degrees 48 minutes 00 seconds East (N 21° 48' 00" E), 88.64 feet to a point; North 28 degrees 34 minutes 12 seconds East (N 28° 34' 12" E), 184.46 feet to a point in the southern right-of-way line of State Route 53, the place of beginning. PROPERTY ADDRESS: 1 RR BOX 462

The Grantees shall not interfere with any structures which currently are partially on the above described right-of-way and which are shown on the Amelia L. Cimino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

VERIFICATION

FRANCIS S. HALLINAN, ESQUIRE hereby states that he is attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the court and or the verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of its knowledge, information and belief. Furthermore, it is counsel's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C. S. Sec. 4904 relating to unsworn falsifications to authorities.


Francis S. Hallinan, Esquire
Attorney for Plaintiff

DATE: 01/08/04

SALE DATE: June 3, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

FILED (6K)
MAY 10 2005
NO CC
MAY 03 2005

William A. Shaw
Prothonotary/Clerk of Courts

**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at:

1 RR BOX 462, OSCEOLA MILLS, PA 16666.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

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

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

SALE DATE: June 3, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION – LAW

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

FILED (6K)
MAY 10 2005
NO CC
MAY 03 2005

William A. Shaw
Prothonotary/Clerk of Courts

**AFFIDAVIT PURSUANT TO RULE 3129.1
AND RETURN OF SERVICE PURSUANT TO
Pa. R.C.P. 405 OF NOTICE OF SALE**

Plaintiff in the above action sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at:

1 RR BOX 462, OSCEOLA MILLS, PA 16666.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the attached Affidavit No. 2 (previously filed) and Supplemental Affidavit No. 2 on the date indicated, and a copy of the notice is attached as an Exhibit. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

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

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

CLEARFIELD COUNTY

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

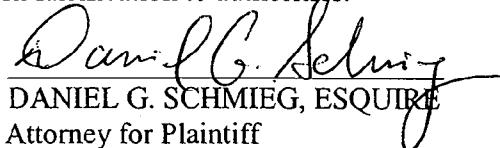
1. Name and address of Owner(s) or reputed Owner(s):

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
JAMES D. LOCKWOOD	205 MONTE VISTA LANE BOULDER CREEK, CA 95006

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

SAME AS ABOVE

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

November 2, 2004

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

CLEARFIELD COUNTY

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

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

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

None.

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

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

None.

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

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

None.

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

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

Clearfield County Domestic Relations	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
--------------------------------------	--

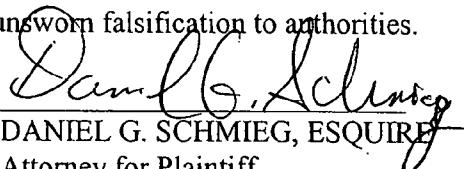
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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

Commonwealth of Pennsylvania Department of Welfare	PO Box 2675 Harrisburg, PA 17105
---	-------------------------------------

Tenant/Occupant	1 RR BOX 462 OSCEOLA MILLS, PA 16666
-----------------	---

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

November 2, 2004

Name and
Address
Of Sender

FEDERMAN AND PHELAN, LLP
One Penn Center at Suburban Station Suite 1400
Philadelphia, PA 19103-1814 SANDRA COOPER/KIO

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1	JAMES D. LOCKWOOD	Tenant/Occupant, 1 RR BOX 462, OSCEOLA MILLS, PA 16666		
2	0017671264	Clearfield County Domestic Relations Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830		
3		Commonwealth of Pennsylvania Department of Welfare PO Box 2675 Harrisburg, PA 17105		
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
Total Number of Pieces Listed By Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name Of Receiving Employee)	<p>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 \$50,000.00 per piece subject to a limit of \$20,000.00 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$24,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R300, S313 and S321 for limitations of coverage.</p>	



\$ 00.90⁰
OCT 19 2004
MAILED FROM ZIP CODE 19103

<p>Attorney or Party without Attorney: FAST SERVE, INC. 4 HIGHCROFT LANE MALVERN, PA 19355 Telephone No: 610 719-0307 FAX No: 215 563-3352</p>		<p>For Court Use Only</p>	
<p>Attorney for: Plaintiff</p>			
<p>Insert name of Court, and Judicial District and Branch Court: COURT OF COMMON PLEAS CLEARFIELD COUNTY PA</p>			
<p>Plaintiff: CENDANT MORTGAGE CORPORATION, ET AL</p>		<p>Case Number: 04-39-CD</p>	
<p>Defendant: JAMES D. LOCKWOOD</p>		<p>Ref. No. or File No.:</p>	
<p>AFFIDAVIT OF SERVICE COMPLAINT</p>		<p>Hearing Date:</p>	<p>Time:</p>

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of the COMPLAINT

3. a. Party served: **JAMES D. LOCKWOOD**
 b. Person served: **MORGAN CAMPBELL, WIFE**

4. Address where the party was served: **205 MONTE VISTA LANE**
Boulder Creek, CA 95006

5. I served the party:

a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Fri., Jan. 30, 2004 (2) at: 08:15AM

7. Person Who Served Papers:

a. THERESA BRADLEY
 b. Attorney Service of California
 P.O. BOX 220
 Watsonville, CA 95077
 c. (888) 306-2194, FAX (831) 465-9632

Fee for Service: \$85.00

I Declare under penalty of perjury under the laws of the State of Pennsylvania that the foregoing is true and correct.

02/06/04

(Date)

FILED

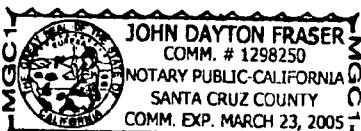
MAR 08 2004

William A. Shaw
 Prothonotary/Clerk of Courts

8. SUBSCRIBED AND SWEARN to me, a Notary Public in and for said County and State.

My Commission Expires 3/23/05

(Date)



(Notary Public)

AFFIDAVIT OF SERVICE - CLEARFIELD COUNTY

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES
PLAINTIFF

NO. 04-39-CD

JAMES D. LOCKWOOD
DEFENDANT

TYPE OF ACTION
 Mortgage Foreclosure
 Civil Action

SERVE AT: 205 MONTE VISTA LANE
BOULDER CREEK, CA 95006

SERVED

Served and made known to JAMES D. LOCKWOOD, Defendant on the
30 day of JANUARY, 2004 at 08:15 A.M.
o'clock, A. M., at 205 MONTE VISTA LANE
BOULDER CREEK, City in the manner described below:

Defendant personally served.

Adult family member with whom Defendant(s) reside(s). MORGAN CAMPBELL
Relationship is WIFE.

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

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

Agent or person in charge of Defendant's office or usual place of business.
and officer of said defendant company.

Other: _____

I, _____, a competent adult, being duly sworn according to law, depose and state that I personally handed to _____

_____ a true and correct copy of the _____
issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed

Before me this 06 day

Of FEB, 2004

Notary: _____

Served By: _____

TERESA BRADLEY

NOT SERVED

On the _____ day of _____, 20____, at _____ o'clock
M., Defendant NOT FOUND because:

_____ Moved _____ Unknown _____ No Answer _____ Vacant
Other: _____

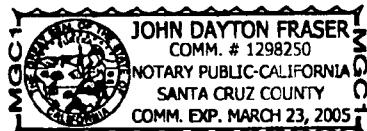
Sworn to and subscribed

Before me the _____ day

Of _____, 20____.

Notary: _____

Not Served By: _____



FEDERMAN AND PHELAN, LLP

Attorneys For Plaintiff

Frank Federman, Esquire - I.D.#12248

Suite 1400- One Penn Center Plaza at Suburban Station

Philadelphia, PA 19103-1799

(215)563-7000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES
4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

No.: 04-39-CD

VS.

JAMES D. LOCKWOOD
1 RR BOX 462
OSCEOLA MILLS, PA 16666

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$170,301.84
Interest (1/9/04 to 3/9/04)	<u>2,271.64</u>
TOTAL	\$172,573.48

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 3/17/04


PRO PROTHY

MLD

FILED

MAR 17 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

Plaintiff No.: 04-39-CD

JAMES D. LOCKWOOD

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on March 17, 2004.

By: Willie L. Khan DEPUTY

If you have any questions concerning this matter please contact:

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

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

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

ATTORNEY FOR PLAINTIFF

CENDANT MORTGAGE CORPORATION, F/K/A PHH : COURT OF COMMON PLEAS
MORTGAGE SERVICES

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

JAMES D. LOCKWOOD : NO. 04-29-CD
Defendants

TO: JAMES D. LOCKWOOD
205 MONTE VISTA LANE
BOULDER CREEK, CA 95006

DATE OF NOTICE: FEBRUARY 20, 2004

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

IMPORTANT NOTICE

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

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

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

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

FILE COPY



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

FEDERMAN AND PHELAN, LLP
By: FRANK FEDERMAN, ESQUIRE
IDENTIFICATION NO. 12248
ONE PENN CENTER AT SUBURBAN STATION
1617 JOHN F. KENNEDY BLVD., SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

CENDANT MORTGAGE CORPORATION, CLEARFIELD COUNTY
F/K/A PHH MORTGAGE SERVICES

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

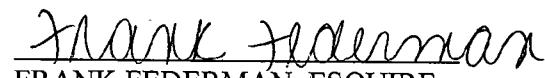
VERIFICATION OF NON-MILITARY SERVICE

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

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

(b) that defendant, JAMES D. LOCKWOOD, is over 18 years of age, and resides at 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006.

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


FRANK FEDERMAN, ESQUIRE

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

COPY

Cendant Mortgage Corporation
f/k/a PHH Mortgage Services
Plaintiff(s)

No.: 2004-00039-CD

Real Debt: \$172,573.48

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James D. Lockwood
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: March 17, 2004

Expires: March 17, 2009

Certified from the record this 17th 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)
Pa.R.C.P. 3180-3183**

**CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES**

vs.

JAMES D. LOCKWOOD

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

No. 04-39-CD

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

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due	<u>\$172,573.48</u>
------------	---------------------

Interest from 3/9/04 to	
Date of Sale (\$28.37 per diem)	

and Costs.

125.00 Prothonotary Costs

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

MLD

FILED

MAR 17 2004

William A. Shaw
Prothonotary/Clerk of Courts

No. 04-39-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

vs.

JAMES D. LOCKWOOD

William A. Shaw
Prothonotary/Clerk of Courts
April 14, 2006
MAR 17 2006
11:55 AM
U.S. District Court
FILED
U.S. District Court - CSC

PRAECLYPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Mark H. Hurna
Attorney for Plaintiff(s)

Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006
Where papers may be served.

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

CLEARFIELD COUNTY

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

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

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
JAMES D. LOCKWOOD	205 MONTE VISTA LANE BOULDER CREEK, CA 95006

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

SAME AS ABOVE

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

March 8, 2004

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

CLEARFIELD COUNTY

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

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

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

None.

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

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

None.

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

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

None.

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

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

Clearfield County Domestic Relations	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
--------------------------------------	--

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

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

Commonwealth of Pennsylvania Department of Welfare	PO Box 2675 Harrisburg, PA 17105
---	-------------------------------------

Tenant/Occupant	1 RR BOX 462 OSCEOLA MILLS, PA 16666
-----------------	---

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

March 8, 2004

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

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

CENDANT MORTGAGE
CORPORATION, F/K/A PHH
MORTGAGE SERVICES

No.: 04-39-CD

vs.

CLEARFIELD COUNTY

JAMES D. LOCKWOOD

CERTIFICATION

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

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

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

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

COPY

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 04-39-CD

JAMES D. LOCKWOOD

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 (specifically described property below):

Premises: 1 RR BOX 462, OSCEOLA MILLS, PA 16666

(See legal description attached.)

Amount Due	<u>\$172,573.48</u>
Interest from 3/9/04 to Date of Sale (\$28.37 per diem)	\$ _____
Total	\$ _____ <i>125.00</i> Plus costs as endorsed. <i>Prothonotary costs</i>

Willie M. Hayes
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:

Deputy

Dated March 17, 2004
(SEAL)

MLD

No. 04-39-CD

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

**CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE
SERVICES**

VS.

JAMES D. LOCKWOOD

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Frank H. Stern
Attorney for Plaintiff

Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006
Where papers may be served.

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

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

BEGINNING at a set 3/4" iron rebar corner, said corner being the northwest corner of the property described herein; thence along land of now or formerly Thomas M. Pecosh, North 57° 38' 29" East, a distance of 284.63 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Thomas M. Pecosh, North 42° 45' 04" East, a distance of 160.37 feet to a set 3/4" iron rebar corner; thence along Lot 2, South 51° 57' 25" East a distance of 172.83 feet to a set 3/4" iron rebar corner; thence along Lot 2, South 26° 21' 57" West, a distance of 98.24 feet to a set 3/4" iron rebar corner; thence along Lot 1, South 51° 56' 38" West, a distance of 187.79 feet to a set 3/4" iron rebar corner; thence along Lot 1, South 56° 01' 58" West, a distance of 126.90 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, North 32° 19' 49" West, a distance of 40.00 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, South 57° 39' 53" West, a distance of 100 feet to a set 3/4" iron rebar corner; thence along land of Charles F. and Deborah M. Nearhoof, Jr., North 32° 19' 49" West, a distance 164.61 feet to a set 3/4" iron rebar corner; the place of beginning.

CONTAINING 2.00 acres and being shown on a plan titled, "Preliminary/Final Subdivision Plan of Amelia L. Cimino, Decatur Township, Clearfield County", as prepared by Hess & Fisher Engineers, Inc, dated November 2, 2001 as the Residual 2.00 Acres tract and said plan recorded in Clearfield County Instrument No. 200120083 to Map File No. 2463.

The Grantor hereby further grants, and conveys to the Grantees a right-of-way from State Rout 53 to the Residual 2.00 Acres tract, said right-of-way bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58° 15' 36" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc; thence following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54" West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48° 45' 32" West, 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, North 09° 53' 24" East, 43.88 feet to a point; thence across Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is North 46 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc., these following courses and distances; by a curve to the right with a radius of 2004.71 feet, the chord of which is North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the Southern right-of-way line of State Route 53, the place of beginning.

The said right-of-way vested in the Grantor by Right-of-Way Easement date January 4, 2002 and recorded in Clearfield County Instrument No. 200200212. It being the First Thereof Easement in said Right-of-Way

Easements:

EXCEPTING AND RESERVING from the above described real property a right-of-way with the right and under the terms and conditions set forth in the Right-of-Way Easement dated January 4, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right -of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right of Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right of way line of State Route 53; thence along the southern right of way line of State Route 53, North 58° 15' 43" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54" West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1981.71 feet, the chord of which is, South 48° 45' 32" West, 98.47 feet to a point; thence across Lot No. 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, these following courses and distances: by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69° 43' 30" West, 38.14 feet to a point; South 74° 52' 48" West, 58.60 feet to a point; by a curve to the right with a radius of 193.44 feet, the chord of which is South 74° 37' 48" West, 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57° 42' 54" West, 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56° 17' 24" West, 78.57 feet to a point; South 67° 07' 48" West, 31.71 feet to a point; by a curve to the left with a radius of 59.31 feet, the chord of which is, South 47° 09' 00" West, 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13° 09' 36" West, 65.76 feet to a point; thence along parcel 74, South 57° 39' 36" West, a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13° 01' 48" East, 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45° 47' 06" East, 76.72 feet to a point; North 67° 07' 48" East, 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56° 31' 48" East, 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58° 27' 54" East, 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74° 35' 24" East, 41.44 feet to a point; North 74° 52' 48" East, 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64° 24' 08" East, 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 46° 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East, 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the southern right of way line of State Route 53, the place of beginning.

The Grantees shall not interfere with any structures which currently are partially on the above described right of way and which are shown on the Amelia L. Comino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

BEING the same premises which became vested in James D. Lockwood by deed from Amelia L. Cimino, widow, dated January 7, 2002 and intended to be recorded on evendate herewith.

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

**CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES**

vs.

JAMES D. LOCKWOOD

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

No. 04-39-CD

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

To the Director of the Office of the Prothonotary:

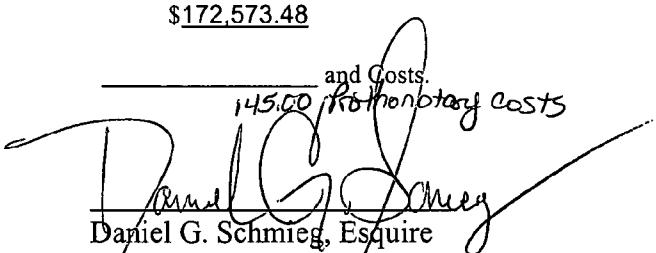
Issue writ of execution in the above matter:

Amount Due

\$172,573.48

Interest from 3/10/04 to
Date of Sale (\$28.37 per diem)

145.00 and Costs.
Prothonotary costs


Daniel G. Schmieg, Esquire
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

KIO

FILED *1/22/2004* *cc: L. Lewis*
W/ prop. descr. to
JUL 23 2004 *Shaff*
W.A. Shaw Atty pd. 20.00
William A. Shaw Atty pd. 20.00
Prothonotary/Clerk of Courts

No. 04-39-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

vs.

JAMES D. LOCKWOOD

PRAECEIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Attorney for Plaintiff(s)
Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006
Where papers may be served.

JUL 23 2004
FILED

Prothonotary/Clerk of Courts
William A. Shaw

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

CLEARFIELD COUNTY

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

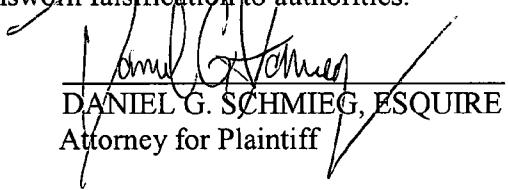
1. Name and address of Owner(s) or reputed Owner(s):

Name	Last Known Address (if address cannot be reasonably ascertained, please indicate)
JAMES D. LOCKWOOD	205 MONTE VISTA LANE BOULDER CREEK, CA 95006

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

SAME AS ABOVE

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

July 22, 2004

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

CLEARFIELD COUNTY

No.: 04-39-CD

vs.

JAMES D. LOCKWOOD

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICES, Plaintiff in the above action, by its attorney, Daniel G. Schmieg, Esquire, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at 1 RR BOX 462, OSCEOLA MILLS, PA 16666:

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

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

None.

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

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

None.

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

Name

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

None.

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

Name

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

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

Name

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

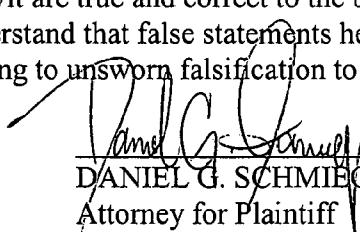
Commonwealth of Pennsylvania
Department of Welfare

PO Box 2675
Harrisburg, PA 17105

Tenant/Occupant

1 RR BOX 462
OSCEOLA MILLS, PA 16666

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


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

July 22, 2004

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

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

CENDANT MORTGAGE
CORPORATION, F/K/A PHH
MORTGAGE SERVICES

No.: 04-39-CD

vs.

CLEARFIELD COUNTY

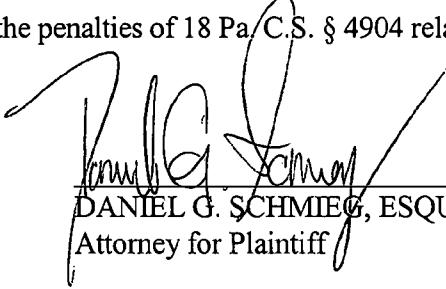
JAMES D. LOCKWOOD

CERTIFICATION

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

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

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



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

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

**CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES**

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

vs.

NO.: 04-39-CD

JAMES D. LOCKWOOD

**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 (specifically described property below):

Premises: **1 RR BOX 462, OSCEOLA MILLS, PA 16666**

(See legal description attached.)

Amount Due	<u>\$172,573.48</u>
Interest from 3/10/04 to Date of Sale (\$28.37 per diem)	\$ _____
Total	\$ _____ <i>Plus costs as endorsed.</i> <i>145.00 Prothonotary Costs</i>

Dated 7/23/04
(SEAL)

**Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania**

By:
Deputy

No. 04-39-CD

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

**CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE
SERVICES**

VS.

JAMES D. LOCKWOOD

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt \$172,573.48

Int. from 3/10/04
to Date of Sale (\$28.37 per diem)

Costs

Prothy. Pd. 145.00

Sheriff

Attorney for Plaintiff

Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006
Where papers may be served.

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

EXCEPTING AND RESERVING from the above described real property a right-of-way with the right and under the terms and conditions set forth in the Right-of-Way Easement dated January 4, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right -of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right of Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right of way line of State Route 53; thence along the southern right of way line of State Route 53, North 58° 15' 43" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc, these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54 West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1981.71 feet, the chord of which is, South 48° 45" 32" West, 98.47 feet to a point; thence across Lot No. 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, these following courses and distances: by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69° 43' 30" West, 38.14 feet to a point; South 74° 52' 48" West, 58.60 feet to a point; by a curve to the right with a radius of 193.44 feet, the chord of which is South 74° 37' 48" West, 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57° 42' 54" West, 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56° 17' 24" West, 78.57 feet to a point; South 67° 07' 48" West, 31.71 feet to a point; by a curve to the left with a radius of 59.31 feet, the chord of which is, South 47° 09' 00" West, 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13° 09' 36" West, 65.76 feet to a point; thence along parcel 74, South 57° 39' 36" West, a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13° 01' 48" East, 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45° 47' 06" East, 76.72 feet to a point; North 67° 07' 48" East, 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56° 31' 48" East, 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58° 27' 54" East, 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74° 35' 24" East, 41.44 feet to a point; North 74° 52' 48" East, 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64° 24' 08" East, 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 46° 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East, 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the southern right of way line of State Route 53, the place of beginning.

The Grantees shall not interfere with any structures which currently are partially on the above described right of way and which are shown on the Amelia L. Comino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

BEING the same premises which became vested in James D. Lockwood by deed from Amelia L. Cimino, widow, dated January 7, 2002 and intended to be recorded on evendate herewith.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15588

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICE 04-39-CD

VS.

LOCKWOOD, JAMES D.

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, MAY 18, 2004 @ 10:00 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 JULY 2, 2004 WAS SET.

NOW, MAY 19, 2004 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE AND REFUND ANY UNUSED MONEY FROM THE PLAINTIFF'S ATTORNEY DUE TO BANKRUPTCY FILING

NOW, SEPTEMBER 14, 2004 PAID THE COSTS AND MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

NOW, SEPTEMBER 14, 2004 RETURN WRIT AS NO SALE HELD ON THE PROPERTY OF THE DEFENDANTS. THE PLAINTIFF'S ATTORNEY STAYED THE SALE DUE TO BANKRUPTCY FILING.

SHERIFF HAWKINS \$174.44
SURCHARGE \$20.00
PAID BY ATTORNEY

FILED *EGK*

SEP 14 2004

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 15588

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE SERVICE 04-39-CD

VS.

LOCKWOOD, JAMES D.

WRIT OF EXECUTION

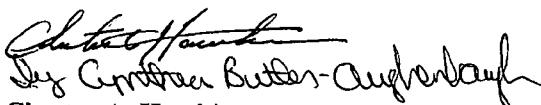
REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

14 Day Of Sept 2004
Sept 14 2004

So Answers,


By Cynthia Butter-Augustaugh
Chester A. Hawkins
Sheriff

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

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

vs.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO.: 04-39-CD

JAMES D. LOCKWOOD

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 (specifically described property below):

Premises: **1 RR BOX 462, OSCEOLA MILLS, PA 16666**

(See legal description attached.)

Amount Due	<u>\$172,573.48</u>
Interest from 3/9/04 to Date of Sale (\$28.37 per diem)	<u>\$ _____</u>
Total	<u>\$ _____</u> Plus costs as endorsed. <i>125.00 Prothonotary Costs</i>

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:

Deputy

MLD

Dated 3/17/04
(SEAL)

Received March 17, 2004 @ 2:30 P.M.
Chester A. Waukeens
by Cynthia Butler Aughenbaugh

No. 04-39-CD

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

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE
SERVICES

vs.

JAMES D. LOCKWOOD

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt \$172,573.48

Int. from 3/9/04
to Date of Sale (\$28.37 per diem)

Costs _____

Proth. Pd. 125.00

Sheriff _____

Frank Federman
Attorney for Plaintiff

Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006
Where papers may be served.

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

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

BEGINNING at a set 3/4" iron rebar corner, said corner being the northwest corner of the property described herein; thence along land of now or formerly Thomas M. Pecosh, North 57° 38' 29" East, a distance of 284.63 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Thomas M. Pecosh, North 42° 45' 04" East, a distance of 160.37 feet to a set 3/4" iron rebar corner; thence along Lot 2, South 51° 57' 25" East a distance of 172.83 feet to a set 3/4" iron rebar corner; thence along Lot 2, South 26° 21' 57" West, a distance of 98.24 feet to a set 3/4" iron rebar corner; thence along Lot 1, South 51° 56' 38" West, a distance of 187.79 feet to a set 3/4" iron rebar corner; thence along Lot 1, South 56° 01' 58" West, a distance of 126.90 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, North 32° 19' 49" West, a distance of 40.00 feet to a set 3/4" iron rebar corner; thence along land of now or formerly Nicholas P. and Doris A. Cimino, South 57° 39' 53" West, a distance of 100 feet to a set 3/4" iron rebar corner; thence along land of Charles F. and Deborah M. Nearhoof, Jr., North 32° 19' 49" West, a distance 164.61 feet to a set 3/4" iron rebar corner; the place of beginning.

CONTAINING 2.00 acres and being shown on a plan titled, "Preliminary/Final Subdivision Plan of Amelia L. Cimino, Decatur Township, Clearfield County", as prepared by Hess & Fisher Engineers, Inc, dated November 2, 2001 as the Residual 2.00 Acres tract and said plan recorded in Clearfield County Instrument No. 200120083 to Map File No. 2463.

The Grantor hereby further grants, and conveys to the Grantees a right-of-way from State Rout 53 to the Residual 2.00 Acres tract, said right-of-way bounded and described as follows:

BEGINNING at a point said point being in the southern right-of-way line of State Route 53; thence along the southern right-of-way line of State Route 53, North 58° 15' 36" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc; thence following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54" West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve, to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 48° 45' 32" West, 98.47 feet to a point; thence across Lot 2 these following courses and distances; by a curve to there right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, North 09° 53' 24" East, 43.88 feet to a point; thence across Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is North 46 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc., these following courses and distances; by a curve to the right with a radius of 2004.71 feet, the chord of which is North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the Southern right-of-way line of State Route 53, the place of beginning.

The said right-of-way vested in the Grantor by Right-of-Way Easement date January 4, 2002 and recorded in Clearfield County Instrument No. 200200212. It being the First Thereof Easement in said Right-of-Way Easement.

EXCEPTING AND RESERVING from the above described real property a right-of-way with the right and under the terms and conditions set forth in the Right-of-Way Easement dated January 4, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right-of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right of Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right of way line of State Route 53; thence along the southern right of way line of State Route 53, North 58° 15' 43" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc, these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54 West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1981.71 feet, the chord of which is, South 48° 45" 32" West, 98.47 feet to a point; thence across Lot No. 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, these following courses and distances; by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69° 43' 30" West, 38.14 feet to a point; South 74° 52' 48" West, 58.60 feet to a point; by a curve to the right with a radius of 193.44 feet, the chord of which is South 74° 37' 48" West, 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57° 42' 54" West, 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56° 17' 24" West, 78.57 feet to a point; South 67° 07' 48" West, 31.71 feet to a point; by a curve to the left with a radius of 59.31 feet, the chord of which is, South 47° 09' 00" West, 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13° 09' 36" West, 65.76 feet to a point; thence along parcel 74, South 57° 39' 36" West, a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13° 01' 48" East, 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45° 47' 06" East, 76.72 feet to a point; North 67° 07' 48" East, 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56° 31' 48" East, 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58° 27' 54" East, 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74° 35' 24" East, 41.44 feet to a point; North 74° 52' 48" East, 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64° 24' 08" East, 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 46° 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East, 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the southern right of way line of State Route 53, the place of beginning.

The Grantees shall not interfere with any structures which currently are partially on the above described right of way and which are shown on the Amelia L. Cimino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

BEING the same premises which became vested in James D. Lockwood by deed from Amelia L. Cimino, widow, dated January 7, 2002 and intended to be recorded evenante herewith.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME LOCKWOOD NO. 04-39-CD

NOW, , 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 day of 2004, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to

he/she being the highest bidder, for the sum of appropriations, viz: and made the following

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	15.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	10.00
TOTAL SHERIFF COSTS	174.44

PLAINTIFF COSTS, DEBT & INTEREST:

DEBT-AMOUNT DUE	172,573.48
INTEREST FROM 3/9/04 @28.37	
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	
 TOTAL DEBT & INTEREST	 172,573.48
 COSTS:	
ADVERTISING	
TAXES - collector	
TAXES - tax claim	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	174.44
LEGAL JOURNAL AD	
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
 TOTAL COSTS	 299.44

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

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Daniel G. Schmieg, ESQ. Foreclosure Review Services, Inc 400 Fellowship Road, Suite 220 Mount Laurel, NJ 08054 <small>E-MAIL:</small>		Telephone (856) 513-1460 FAX	FOR COURT USE ONLY
ATTORNEY FOR (Name): Cendant Mortgage Corporation, F/K/A Phh Mortgage			
Pennsylvania Courthouse STREET ADDRESS: 1 North 2nd Street, Suite 116 MAILING ADDRESS: CITY AND ZIP CODE: Clearfield, PA 16830 BRANCH NAME:			
PLAINTIFF: Cendant Mortgage Corporation, F/K/A Phh DEFENDANT: James D. Lockwood		FILE NUMBER 2005016216	COURT CASE NUMBER 04-39CD
PROOF OF SERVICE			

04-39-CD

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the:
f. other (specify documents): **Notice Of Sheriff's Sale Of Real Property**
3. a. Party served: **James D. Lockwood**
4. Address where party was served: **205 Monte Vista Lane**
Boulder Creek, CA 95006
5. I served the party
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of the process for the party (1)on: 4/13/2005 (2)at: 8:35 AM.
6. The "Notice to the Person Served" was completed as follows:

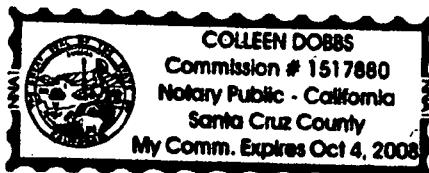
7. Person who served papers:
 - a. Name: **L. Ballinger, Deputy**
 - b. Address: **Santa Cruz County Sheriff 701 Ocean St., Rm. 340 Santa Cruz, CA 95060**
 - c. Telephone number: **(831) 454-2170**
 - d. The fee for service was: **\$40.00**

9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Steve Robbins
Sheriff's Authorized Agent
Steve Robbins, Sheriff-Coroner

Date: April 14, 2005

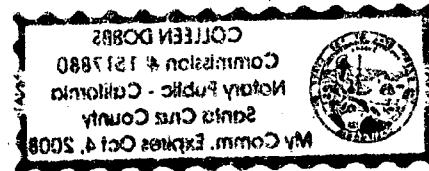
Hearing: <No Information>



CR FILED NO
m/12/4/2005
APR 28 2005

William A. Shaw
Prothonotary/Clerk of Courts

Pennsylvania Courthouse
1 North 2nd Street, Suite 116
Clearfield, PA 16830



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Cruz

} ss.

On April 20, 2005 before me, Colleen Dobbs, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lynn Ballinger

(Name(s) of Signer(s))

personally known to me

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Colleen Dobbs

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Proof of Service

Document Date: 4-14-05

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Lynn Ballinger

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

Attorney-in-Fact

Trustee

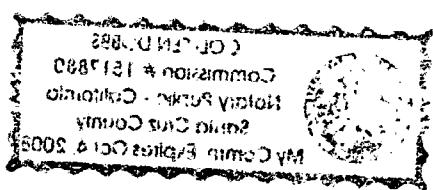
Guardian or Conservator

Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: Sheriff Dept of Santa Cruz



FILED

APR 28 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16404
NO: 04-39-CD

PLAINTIFF: CENDANT MORTGAGE CORPORATION F/K/A PHH MORTGAGE SERVICES
vs.
DEFENDANT: LOCKWOOD, JAMES D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/23/2004

LEVY TAKEN 10/18/2004 @ 9:35 AM

POSTED 10/18/2004 @ 9:40 AM

SALE HELD 06/03/2005

SOLD TO FEDERAL NATIONAL MORTGAGE ASSOCIATION

SOLD FOR AMOUNT \$50,000.00 PLUS COSTS

WRIT RETURNED 08/05/2005

DATE DEED FILED 08/05/2005

PROPERTY ADDRESS RR 1, BOX 462 OSCEOLA MILLS , PA 16666

SERVICES

@ SERVED JAMES D. LOCKWOOD

MAILED REG & CERTIFIED MAIL TO 205 MONE VISTA LANE, BOULDER CREEK, CA CERT #70033110000193801326 RETURNED UNCLAIMED TO SHERIFF'S OFFICE 11/6/05. REGULAR MAIL WAS NOT RETURNED.

04/13/2005 @ 8:35 AM SERVED JAMES D. LOCKWOOD

NOW, APRIL 13, 2005 THE ATTORNEY'S OFFICE HAD JAMES D. LOCKWOOD PERSONALLY SERVED WITH THE NOTICE OF SALE BY THE SANTA CRUZ COUNTY SHERIFF'S OFFICE.

FILED
04/13/2005
AUG 05 2005 um

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16404

NO: 04-39-CD

PLAINTIFF: CENDANT MORTGAGE CORPORATION F/K/A PHH MORTGAGE SERVICES
vs.

DEFENDANT: LOCKWOOD, JAMES D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

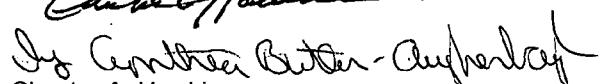
SHERIFF HAWKINS \$1,260.31

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


By 
Chester A. Hawkins
Sheriff

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

CENDANT MORTGAGE CORPORATION,
F/K/A PHH MORTGAGE SERVICES

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 04-39-CD

JAMES D. LOCKWOOD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

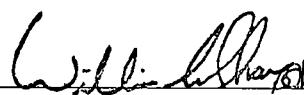
To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

Premises: **1 RR BOX 462, OSCEOLA MILLS, PA 16666**

(See legal description attached.)

Amount Due	<u>\$172,573.48</u>
Interest from 3/10/04 to Date of Sale (\$28.37 per diem)	<u>\$ _____</u>
Total	<u>\$ _____</u> Plus costs as endorsed. <u>145.00</u> Prothonotary Costs

Dated 7/23/04
(SEAL)


Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By:

Received July 23, 2004 @ 3:15 P.M.
Chester A. Hawkins
by Cynthia Butler-Dehnercey

Deputy

KIO

No. 04-39-CD

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

CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE
SERVICES

vs.

JAMES D. LOCKWOOD

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

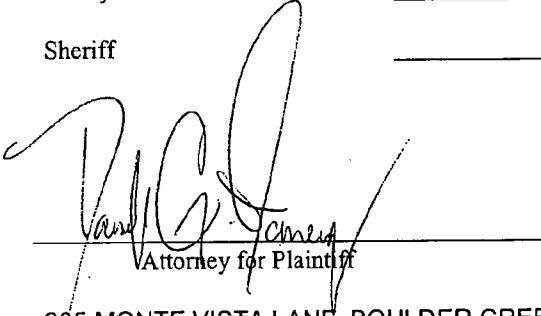
Real Debt \$172,573.48

Int. from 3/10/04
to Date of Sale (\$28.37 per diem) _____

Costs _____

Proth. Pd. 145.00

Sheriff _____



Daniel G. Schmieg
Attorney for Plaintiff

Address: 205 MONTE VISTA LANE, BOULDER CREEK, CA 95006
Where papers may be served.

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

EXCEPTING AND RESERVING from the above described real property a right-of-way with the right and under the terms and conditions set forth in the Right-of-Way Easement dated January 4, 2002 from Amelia L. Cimino and Nearhoof Machine, Inc. to Nicholas P. Cimino and Doris A. Cimino, recorded in Clearfield County Instrument No. 200200214. The Right-of-Way Easement is over a part of the 2.00 Acre Residual Tract conveyed herein and the entire Right of Way is bounded and described as follows:

BEGINNING at a point said point being in the southern right of way line of State Route 53; thence along the southern right of way line of State Route 53, North 58° 15' 43" East, a distance of 54.00 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc, these following courses and distances; by a curve to the right with a radius of 86.07 feet, the chord of which is, South 16° 33' 54 West, 30.62 feet to a point; South 28° 34' 12" West, 201.18 feet to a point; by a curve to the left with a radius of 431.96 feet, the chord of which is, South 21° 57' 54" West, 79.13 feet to a point; by a curve to the right with a radius of 46.28 feet, the chord of which is, South 33° 02' 06" West, 37.96 feet to a point; by a curve to the right with a radius of 1981.71 feet, the chord of which is, South 48° 45' 32" West, 98.47 feet to a point; thence across Lot No. 2 these following courses and distances; by a curve to the right with a radius of 1971.71 feet, the chord of which is, South 46° 34' 45" West, 51.55 feet to a point; South 56° 32' 24" West, 39.48 feet to a point; thence across the Residual Lot, these following courses and distances: by a curve to the right with a radius of 181.38 feet, the chord of which is, South 69° 43' 30" West, 38.14 feet to a point; South 74° 52' 48" West, 58.60 feet to a point; by a curve to the right with a radius of 193.44 feet, the chord of which is South 74° 37' 48" West, 45.61 feet to a point; by a curve to the left with a radius of 83.20 feet, the chord of which is, South 57° 42' 54" West, 48.41 feet to a point; by a curve to the right with a radius of 175.30 feet, the chord of which is, South 56° 17' 24" West, 78.57 feet to a point; South 67° 07' 48" West, 31.71 feet to a point; by a curve to the left with a radius of 59.31 feet, the chord of which is, South 47° 09' 00" West, 48.21 feet to a point; by a curve to the left with a radius of 6727.79 feet, the chord of which is, South 13° 09' 36" West, 65.76 feet to a point; thence along parcel 74, South 57° 39' 36" West, a distance of 46.73 feet to a point; thence across the residual lot these following courses and distances: by a curve to the left with a radius of 6760.79 feet, the chord of which is, North 13° 01' 48" East, 101.48 feet to a point; by a curve to the left with a radius of 92.31 feet, the chord of which is, North 45° 47' 06" East, 76.72 feet to a point; North 67° 07' 48" East, 31.33 feet to a point; by a curve to the right with a radius of 142.30 feet, the chord of which is, North 56° 31' 48" East, 63.73 feet to a point; by a curve to the left with a radius of 116.20 feet, the chord of which is, North 58° 27' 54" East, 68.94 feet to a point; by a curve to the right with a radius of 160.44 feet, the chord of which is, North 74° 35' 24" East, 41.44 feet to a point; North 74° 52' 48" East, 60.98 feet to a point; by a curve to the right with a radius of 148.38 feet, the chord of which is, North 64° 24' 08" East, 57.31 feet to a point; thence across the residual Lot 2, by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 46° 36' 46" East, 61.77 feet to a point; thence across land of now or formerly Nearhoof Machine, Inc. these following courses and distances: by a curve to the right with a radius of 2004.71 feet, the chord of which is, North 48° 52' 40" East, 96.72 feet to a point; by a curve to the right with a radius of 13.28 feet, the chord of which is, North 32° 44' 24" East, 13.53 feet to a point; by a curve to the left with a radius of 464.96 feet, the chord of which is, North 21° 48' 00" East, 88.64 feet to a point; North 28° 34' 12" East, 184.46 feet to a point in the southern right of way line of State Route 53, the place of beginning.

The Grantees shall not interfere with any structures which currently are partially on the above described right of way and which are shown on the Amelia L. Cimino Subdivision Plan, recorded in Clearfield County Instrument No. 200120083.

BEING the same premises which became vested in James D. Lockwood by deed from Amelia L. Cimino, widow, dated January 7, 2002 and intended to be recorded on even date herewith.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JAMES D. LOCKWOOD

NO. 04-39-CD

NOW, August 05, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on June 03, 2005, I exposed the within described real estate of Lockwood, James D. to public venue or outcry at which time and place I sold the same to FEDERAL NATIONAL MORTGAGE ASSOCIATION he/she being the highest bidder, for the sum of \$50,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

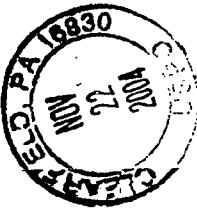
PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00	DEBT-AMOUNT DUE	172,573.48
SERVICE	15.00	INTEREST @ 28.3700 %	12,766.50
MILEAGE		FROM 03/10/2004 TO 06/03/2005	
LEVY	15.00		
MILEAGE	15.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	1,000.00	FORECLOSURE FEES	
POSTAGE	10.06	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING	5.25	INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	50,000.00	TOTAL DEBT AND INTEREST	\$185,359.98
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	2,431.78
BILLING/PHONE/FAX	15.00	TAXES - COLLECTOR	
CONTINUED SALES	40.00	TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$1,260.31	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	33.00
		SHERIFF COSTS	1,260.31
		LEGAL JOURNAL COSTS	563.00
		PROTHONOTARY	145.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
TOTAL DEED COSTS	\$33.00	TOTAL COSTS	\$4,578.09

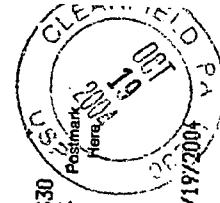
DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> 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. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>James D. Lockwood 205 Monte Vista Lane Boulder Creek, CA 95006</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>PS Form 3811 August 2001 11111111 Domestic Return Receipt</p>		<p>7003 3110 0001 9380 1326</p> <p>102595-02-M-1540</p>	



U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT											
(Domestic Mail Only; No Insurance Coverage Provided)											
<p>For delivery information visit our website at www.usps.com</p>											
<p>OFFICIAL USE</p>											
<table border="1"> <tr> <td>Postage</td> <td>\$ 10.60</td> </tr> <tr> <td>Certified Fee</td> <td>\$ 2.30</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td>\$ 1.75</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td>\$ 0.00</td> </tr> <tr> <td>Total Postage & Fees</td> <td>\$ 14.65</td> </tr> </table>		Postage	\$ 10.60	Certified Fee	\$ 2.30	Return Receipt Fee (Endorsement Required)	\$ 1.75	Restricted Delivery Fee (Endorsement Required)	\$ 0.00	Total Postage & Fees	\$ 14.65
Postage	\$ 10.60										
Certified Fee	\$ 2.30										
Return Receipt Fee (Endorsement Required)	\$ 1.75										
Restricted Delivery Fee (Endorsement Required)	\$ 0.00										
Total Postage & Fees	\$ 14.65										
<p>10/19/2004 VD</p>											
<p>SENT TO James D. Lockwood</p>											
<p>Street, Apt. No., or PO Box No.</p>											
<p>City, State, ZIP+4 Boulder Creek, CA 95006</p>											



SENT TO	James D. Lockwood
Street, Apt. No., or PO Box No.	205 Monte Vista Lane
City, State, ZIP+4	Boulder Creek, CA 95006

PS Form 3800, June 2002

See Reverse for Instructions

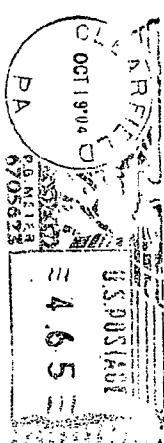


CHESTER A. HAWKINS

SHERIFF

NORTH SECOND STREET, SUITE 18
CLEARFIELD, PENNSYLVANIA 16830

7003 3110 0001 9380 1326



JAMES D. LOCKWOOD
205 MONTE VISTA LANE
BOULDER CREEK, CA 95006

- No Return Address
- Incorrect Address
- Undeliverable
- Attempted
- No Address
- Vacant
- No Such Address
- No Name
- Street Unknown
- Box Mail
- Illigible Number
- Return Address
- Box Closed
- Return Address
- Boxed For No Order
- Message Box
- No Order
- Return Address

B. D. - 225
1st Notice - 10-125
2nd Notice - 11-16

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

Sandra Cooper
Judgment Department, Ext. 1298

Representing Lenders in
Pennsylvania and New Jersey

November 30, 2004

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

ATTENTION: CINDY (814) 765-5915

Re: **CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE
SERVICES v. JAMES D. LOCKWOOD**
No. 04-39-CD
1 RR BOX 462, OSCEOLA MILLS, PA 16666

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which is
scheduled for DECEMBER 03, 2004.

The property is to be relisted for the 3/4/05 Sheriff's Sale.

Very truly yours,

SACB

Sandra Cooper

VIA TELECOPY (814) 765-5915

CC:

JAMES D. LOCKWOOD 205 MONTE VISTA LANE BOULDER CREEK, CA 95005	
---	--

Federman and Phelan is now

Law Offices

PHELAN HALLINAN & SCHMIEG, LLP

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard

Suite 1400

Philadelphia, PA 19103-1814

Sandra.Cooper@fedphe.com

Sandra Cooper
Judgment Department, Ext. 1258

Representing Lenders in
Pennsylvania and New Jersey

March 3, 2005

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

ATTENTION: CINDY (814) 765-5915

Re: CENDANT MORTGAGE CORPORATION, F/K/A PHH MORTGAGE
SERVICES v. JAMES D. LOCKWOOD
No. 04-39-CD
1 RR BOX 462, OSCEOLA MILLS, PA 16666

Dear Cindy:

Please postpone the Sheriff's Sale of the above referenced property which
is scheduled for 3/4/05.

The property is to be relisted for the 6/3/05 Sheriff's Sale.

Very truly yours,

SMC

Sandra Cooper

VIA TELECOPY (814) 765-5915

CC: JAMES D. LOCKWOOD
205 MONTE VISTA
LANE
BOULDER CREEK, CA
95006