

Date: 05/09/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 12:10 PM

ROA Report

Page 1 of 1

Case: 2004-00083-CD

Current Judge: Paul E. Cherry

Mortgage Electronic Registration Systems, Inc. vs. William I. Smeal, Margaret J. Smeal

Mortgage Foreclosures

Date		Judge
01/21/2004	✓ Filing: Civil Complaint Paid by: Hallinan, Francis S. (attorney for Mortgage Electronic Registration Sustems, Inc.) Receipt number: 1872438 Dated: 01/21/2004 Amount: \$85.00 (Check) Property located in Morris Township. 2 CC to Shff.	No Judge
02/20/2004	✓ Sheriff Return, Papers served on Defendant, Margaret J. Smeal. Return the Complaint In Mortgage Foreclosure "NOT SERVED, TIME EXPIRED" as to William I. Smeal, Defendant. Defendants are seperated, kMr. Smeal is employed by Smeal Enterprises, Philipsburg, Centre County, Pa. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
03/01/2004	✓ Preliminary Objections To Plaintiff's Complaint. filed by, s/John R. Carfley, Esquire 2 cc to Atty. Carfley	No Judge
03/02/2004	✓ Certificate of Service, Defendant, Margaret Smeal's Preliminary Objections to Plaintiff's Complaint upon Federman & Phelan. filed by, s/John R. Carfley, Esquire no cc	No Judge
03/11/2004	✓ Filing: Reissue Writ/Complaint Paid by: Hallinan, Francis S. (attorney for Mortgage Electronic Registration Sustems, Inc.) Receipt number: 1875363 Dated: 03/11/2004 Amount: \$7.00 (Check)	No Judge
	✓ Praeipce To Reinstate Civil Action In Mortgage Foreclosure. filed by, s/Frank Federman, Esquire no cc 3 Compl. Reinstated to Sheriff	No Judge
03/22/2004	✓ Plaintiff's Response To Defendant's Preliminary Objections. filed by, Jenine R. Davey, Esquire Verification s/Jenine R. Davey, Esquire no cc	No Judge
	✓ Certificate of Service, Plaintiff's Response to Defendant's Preliminary Objections, Brief and attached documents upon John R. Carfley, Esquire. filed by, s/Jenine R. Davey, Esquire no cc	No Judge
03/24/2004	✓ ORDER, NOW, this 24th day of March, 2004, re: Attorney Carfley's Preliminary Objections. Rule issued upon the parties, Argument is scheduled the 23rd day of April, 2004, at 10:00 a.m., in Courtroom No. 2. by the Court, s/PEC, J. 4 cc to Atty	Paul E. Cherry
03/29/2004	✓ Certificate of Service, Judge Paul E. Cherry's Order dated March 24, 2004 upon Jenine R. Davey, Esquire. filed by, s/John R. Carfley, Esquire no cc	Paul E. Cherry
04/23/2004	✓ ORDER, NOW, this 23rd day of April, 2004, re: Preliminary Objections are WITHDRAWN. Defendant Margaret J. Smeal shall gave a period of 20 days from the date of this Order in which to file an answer to the complaint. by the Court, s/PEC,J. 2 cc Atty Hallinann, Carfley, 1 cc W. Smeal	Paul E. Cherry
05/03/2004	✓ Certificate of Service, Order withdrawing the P.O.'s w/o prejudice upon John R. Carfley, Esquire filed by, s/Jenine R. Davey, Esquire no cc	Paul E. Cherry
05/07/2004	✓ Sheriff Return, Papers served on Defendant, William I. Smeal. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	Paul E. Cherry
06/10/2004	✓ Praeipce to Discontinue and end without prejudice filed by Atty. Hallinan Cert. to Atty. Copy to CA	Paul E. Cherry

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 04-83-40

CLEARFIELD COUNTY

WILLIAM I. SMEAL
MARGARET J. SMEAL
RR 2 BOX 184
MORRISDALE, PA 16858

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

FILED

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

JAN 21 2004

William A. Shaw
Prothonotary

**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
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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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

AURORA LOAN SERVICES
601 5TH AVENUE
SCOTTSBLUFF, NE 69361

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

WILLIAM I. SMEAL
MARGARET J. SMEAL
RR 2 BOX 184
MORRISDALE, PA 16858

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


3. On 01/18/1994 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MELLON BANK, N.A. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1583, Page 420. By Assignment of Mortgage recorded 1/24/94 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200209529.
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 11/01/2002 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	\$173,801.10
Interest	14,639.35
10/01/2002 through 01/16/2004 (Per Diem \$30.95)	
Attorney's Fees	1,250.00
Cumulative Late Charges	452.39
01/18/1994 to 01/16/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 190,692.84
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 190,692.84

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 \$ 190,692.84, together with interest from 01/16/2004 at the rate of \$30.95 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: 
/s/ Francis S. Hallinan
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

ALL those certain pieces or parcels of land situate, lying and being in the Township of Morris, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NO. I:

BEGINNING at a point at the northeastern corner of lands of the Methodist Church, said point being on the eastern right of way of Pennsylvania State Route SR-0053, said place of beginning being the southwestern corner of the parcel herein conveyed; thence along the eastern right of way of Pennsylvania State Route SR-0053 along the arc of a curve to the left 844.02 feet in radius, an arc distance of 238.17 feet, the chord of said arc running North 17 Degrees 22 Minutes 26 Seconds East a distance of 238.17 feet to a point, said point being South 73 Degrees 12 Minutes 41 Seconds East a distance of 2.23 feet from a 3/4" rebar (set); thence along lands of William I. Smeal and Margaret J. Smeal, South 73 Degrees 12 Minutes 41 Seconds East a distance of 207.16 feet to a 3/4" rebar (set); thence still along the lands of William I. Smeal and Margaret J. Smeal North 09 Degrees 34 Minutes 40 Seconds East a distance of 163.24 feet to a 3/4" rebar (set); thence along the lands of Frances M. Moriarty South 77 Degrees 26 Minutes 57 Seconds East a distance of 312.37 feet to a 5/8" pipe (found), said pipe being the common corner of lands of Frances M. Moriarty, the parcel herein conveyed, Harry W. and Dolly E. Hand, and other lands of William I. Smeal and Margaret J. Smeal; thence along the lands of Harry W. and Dolly E. Hand the following courses and distances: South 18 Degrees 46 Minutes 28 Seconds West a distance of 78.00 feet to a 3/4" rebar (set); South 55 Degrees 25 Minutes 44 Seconds East a distance of 1125.26 feet to a 3/4" rebar (set); thence along the other lands of William I. Smeal and Margaret J. Smeal South 3 Degrees 24 Minutes 09 Seconds West a distance of 562.00 feet to a 1" square pin (found); thence along the lands of Carl T. Hubler the following courses and distances: North 86 Degrees 19 Minutes 28 Seconds West a distance of 744.87 feet to a 3/4" rebar (set); North 37 Degrees 13 Minutes 31 Seconds West a distance of 155.24 feet to a 3/4" rebar (set); North 19 Degrees 31 Minutes 29 Seconds East a distance of 100.00 feet to a 3/4" rebar (set); North 37 Degrees 00 Minutes 57 Seconds West a distance of 465.78 feet to a 3/4" rebar (set); South 18 Degrees 46 Minutes 28 Seconds West a distance of 100.00 feet to a 3/4" rebar (set); thence along the lands of Carl T. Hubler, John Coble and lands of the Methodist Church North 36 Degrees 55 Minutes 34 Seconds West passing through a 1" square pin (found) at a distance of 585.71 feet and continuing on for a total distance of 587.89 feet to a point and place of beginning. CONTAINING 24.926 acres as shown on the map prepared by Curry and Associates dated January 14, 1991, and revised on July 8, 1993.

PARCEL NO. II:

BEGINNING at a post or stone on the right of way of New York Central and Hudson River Railroad; thence North 04 Degrees 33 Minutes East a distance of 977 feet to a post on lands now or formerly John Czefsky; thence along the line of lands of John Czefsky and lands of the estate of O. L. Schoonover, deceased, South 83 Degrees 45 Minutes East a distance of 785.00 feet to a post; thence South 07 Degrees 50 Minutes West a distance of 963.00 feet to a post; thence North 85 Degrees 05 Minutes West a distance of 729.00 feet to a post and place of beginning. , CONTAINING 16 acres 137 perches as shown on the map prepared by Curry and Associates dated January 14, 1991 and revised on July 8, 1993.

BEING the same premises granted and conveyed unto the Mortgagors herein by deed of William I. Smeal et. ux. dated October 1, 1993, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 1561, Page 339.

BEING KNOWN AS: RR2 BOX 184

VERIFICATION

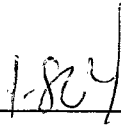
Richard T. Martin hereby states that she is SENIOR VICE PRESIDENT of AURORA LOAN SERVICES mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

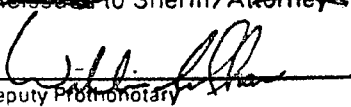


Richard T. Martin

Sr. Vice President

DATE: _____



11 Mar 04 Document
Reinstated/~~Released~~ to Sheriff/Attorney
for service.

Deputy Prothonotary

William A. Shaw
Prothonotary

FILED
M 10:42 AM - Pd 85.00
JAN 21 2004
200 to 2004

In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Sheriff Docket # 15097

VS.

04-83-CD

SMEAL, WILLIAM I. & MARGARET J.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW FEBRUARY 13, 2004 AT 1:39 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARGARET J. SMEAL, DEFENDANT AT RESIDENCE, RR#2 BOX 184, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARGARET SMEAL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS

NOW FEBRUARY 13, 2004 AT 1:39 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARGARET J. SMEAL, DEFENDANT AT RESIDENCE, 6058 MORRISDALE ALLPORT HIGHWAY, MORRISALE (911 ADDRESS), CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARGARET J. SMEAL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: DAVIS

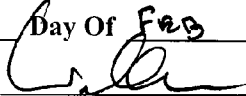
NOW FEBRUARY 20, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO WILLIAM I. SMEAL, DEFENDANT. DEFENDANTS ARE SEPERATED. MR. SMEAL IS EMPLOYED AT SMEAL ENTERPRISES, PHILIPSBURG, CENTRE COUNTY, PA.

Return Costs

Cost	Description
48.87	SHERIFF HAWKINS PAID BY: ATTY CK# 324788
30.00	SURCHARGE PAID BY: ATTY CK# 325536

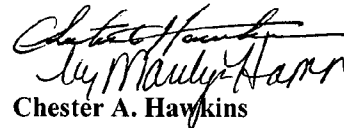
Sworn to Before Me This

20 Day Of Feb 2004



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

So Answers,



Chester A. Hawkins
Sheriff

FILED

FEB 20 2004
07:30 PM
William A. Shaw
Prothonotary/Clerk of Courts

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
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ATTORNEY FOR PLAINTIFF

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 04-83-CD

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WILLIAM I. SMEAL
MARGARET J. SMEAL
RR 2 BOX 184
MORRISDALE, PA 16858

Defendant(s)

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COMPLAINT IN MORTGAGE FORECLOSURE

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CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
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**

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

JAN 21 2004

Attest.

William D. Pheasant
Prothonotary/
Clerk of Courts

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1. Plaintiff is

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REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

AURORA LOAN SERVICES
601 5TH AVENUE
SCOTTSBLUFF, NE 69361

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

WILLIAM I. SMEAL
MARGARET J. SMEAL
RR 2 BOX 184
MORRISDALE, PA 16858

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


3. On 01/18/1994 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MELLON BANK, N.A. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1583, Page 420. By Assignment of Mortgage recorded 1/24/94 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200209529.
4. The premises subject to said mortgage is described as attached.
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6. The following amounts are due on the mortgage:

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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 \$ 190,692.84, together with interest from 01/16/2004 at the rate of \$30.95 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: 
/s/ Francis S. Hallinan
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

ALL those certain pieces or parcels of land situate, lying and being in the Township of Morris, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NO. I:

BEGINNING at a point at the northeastern corner of lands of the Methodist Church, said point being on the eastern right of way of Pennsylvania State Route SR-0053, said place of beginning being the southwestern corner of the parcel herein conveyed; thence along the eastern right of way of Pennsylvania State Route SR-0053 along the arc of a curve to the left 844.02 feet in radius, an arc distance of 238.17 feet, the chord of said arc running North 17 Degrees 22 Minutes 26 Seconds East a distance of 238.17 feet to a point, said point being South 73 Degrees 12 Minutes 41 Seconds East a distance of 2.23 feet from a 3/4" rebar (set); thence along lands of William I. Smeal and Margaret J. Smeal, South 73 Degrees 12 Minutes 41 Seconds East a distance of 207.16 feet to a 3/4" rebar (set); thence still along the lands of William I. Smeal and Margaret J. Smeal North 09 Degrees 34 Minutes 40 Seconds East a distance of 163.24 feet to a 3/4" rebar (set); thence along the lands of Frances M. Moriarty South 77 Degrees 26 Minutes 57 Seconds East a distance of 312.37 feet to a 5/8" pipe (found), said pipe being the common corner of lands of Frances M. Moriarty, the parcel herein conveyed, Harry W. and Dolly E. Hand, and other lands of William I. Smeal and Margaret J. Smeal; thence along the lands of Harry W. and Dolly E. Hand the following courses and distances: South 18 Degrees 46 Minutes 28 Seconds West a distance of 78.00 feet to a 3/4" rebar (set); South 55 Degrees 25 Minutes 44 Seconds East a distance of 1125.26 feet to a 3/4" rebar (set); thence along the other lands of William I. Smeal and Margaret J. Smeal South 3 Degrees 24 Minutes 09 Seconds West a distance of 562.00 feet to a 1" square pin (found); thence along the lands of Carl T. Hubler the following courses and distances: North 86 Degrees 19 Minutes 28 Seconds West a distance of 744.87 feet to a 3/4" rebar (set); North 37 Degrees 13 Minutes 31 Seconds West a distance of 155.24 feet to a 3/4" rebar (set); North 19 Degrees 31 Minutes 29 Seconds East a distance of 100.00 feet to a 3/4" rebar (set); North 37 Degrees 00 Minutes 57 Seconds West a distance of 465.78 feet to a 3/4" rebar (set); South 18 Degrees 46 Minutes 28 Seconds West a distance of 100.00 feet to a 3/4" rebar (set); thence along the lands of Carl T. Hubler, John Coble and lands of the Methodist Church North 36 Degrees 55 Minutes 34 Seconds West passing through a 1" square pin (found) at a distance of 585.71 feet and continuing on for a total distance of 587.89 feet to a point and place of beginning. CONTAINING 24.926 acres as shown on the map prepared by Curry and Associates dated January 14, 1991, and revised on July 8, 1993.

PARCEL NO. II:

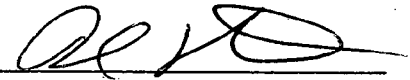
BEGINNING at a post or stone on the right of way of New York Central and Hudson River Railroad; thence North 04 Degrees 33 Minutes East a distance of 977 feet to a post on lands now or formerly John Czefsky; thence along the line of lands of John Czefsky and lands of the estate of O. L. Schoonover, deceased, South 83 Degrees 45 Minutes East a distance of 785.00 feet to a post; thence South 07 Degrees 50 Minutes West a distance of 963.00 feet to a post; thence North 85 Degrees 05 Minutes West a distance of 729.00 feet to a post and place of beginning. CONTAINING 16 acres 137 perches as shown on the map prepared by Curry and Associates dated January 14, 1991 and revised on July 8, 1993.

BEING the same premises granted and conveyed unto the Mortgagors herein by deed of William I. Smeal et. ux. dated October 1, 1993, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 1561, Page 339.

BEING KNOWN AS: RR2 BOX 184

VERIFICATION

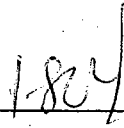
Richard T. Martin hereby states that she is SENIOR VICE PRESIDENT of AURORA LOAN SERVICES mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Richard T. Martin

Sr. Vice President

DATE: _____



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

MORTGAGE ELECTRONIC	:	
REGISTRATION SYSTEMS, INC.	:	
8201 Greensboro Drive, Suite 350	:	
McCLean, VA. 22102	:	
vs.	:	No. 04-83-CD
WILLIAM I. SMEAL	:	
MARGARET J. SMEAL	:	
R.R.2, Box 184	:	
Morrisdale, Pa. 16858	:	

PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

AND NOW, comes the Defendant, Margaret J. Smeal, who by and through her attorney, John R. Carfley, Esquire, files Preliminary Objections in the above matter and in support thereof avers as follows:

1. Defendant is Margaret J. Smeal, now Margaret J. Smeal-Wilson, who presently resides at 6058 Morrisdale-Allport Highway Morrisdale, Pa., 16858.

2. Defendant was formerly married to William I. Smeal co-signer of the mortgage and note under which the plaintiff attempts to foreclose on the real property now owned by the Defendant, Margaret J. Smeal, also known as Margaret J. Smeal-Wilson.

3. The said William I. Smeal is currently involved in a Chapter 13 Bankruptcy proceeding in Harrisburg, Pennsylvania, and has attempted to secure a discharge of the mortgage obligation as part of his discharge in the Bankruptcy proceeding.

4. Defendant, Margaret J. Smeal, claims that the said debt is a non-dischargeable debt since it constitutes spousal support

and/or alimony as those terms are defined under pertinent sections of the Bankruptcy Code. Said matter was presented to the Bankruptcy Court on Thursday, February 26, 2004, and was taken under the advisement by Bankruptcy Judge Mary France with a decision expected from the court in due course.

COURT I

PRELIMINARY OBJECTIONS TO COMPLAINT IN MORTGAGE

FORECLOSURE - FAILURE TO GIVE NOTICE IN ACCORDANCE

WITH 41 P.S. §403

5. Defendant incorporates by reference the averments of Paragraphs 1 through 4 hereof as fully as though set forth at length.

6. Plaintiff lender commenced this mortgage foreclosure action against defendant debtor by filing a complaint on or about February 2, 2004. A copy of the said complaint evidencing the filing is attached as Exhibit A.

7. The mortgage sought to be foreclosed is a lien on real property containing 40 acres more or less of residential property located at 6058 Morrisdale-Allport Highway, Morrisdale, Pennsylvania, was for an original bona fide principal amount of \$170,000.00 more or less, and constitutes a residential mortgage within the meaning of the Act of January 30, 1974, P.L. 13, No. 6, 41 P.S. §101 ("Act 6 of 1974").

(3) Act 6 of 1974 provides in relevant part:

(a) Before any residential mortgage lender may...commence any legal action including mortgage foreclosure to recover under such obligation,... such persons shall give the residential mortgage

debtor notice of such intention at least thirty days in advance as provided in this section.

(b) ...

(c) The written notice shall clearly and conspicuously state:

8. Plaintiff lender failed to give 30 days' advance written notice as required by §403 of Act 6 of 1974.

9. To the best of defendant's knowledge, information and belief said notice was never delivered to defendant debtor before the commencement of this action.

10. The notice therefore fails to provide a statement of the matters required to be included under §403 of Act 6 of 1974.

11. More particularly, the notice fails to explain either the nature of the defendant's default or the defendant's right to either refinance the mortgage or sell the mortgaged property subject to the mortgage.

12. Under Pa. R.C.P. No. 1028(a)(2), a party may preliminarily object by way of a motion to strike off a pleading because of lack of conformity to law or rule of court.

13. The timing and substance of plaintiff lender's mandatory notice of intention to commence this action is in violation of §403 of Act 6 of 1974, and plaintiff's complaint must be stricken.

WHEREFORE, defendant debtor, Margaret J. Smeal, respectfully requests that the mortgage foreclosure complaint against her be stricken and that the action be dismissed.

COUNT II

FAILURE TO CONFORM TO LAW OR RULE OF COURT

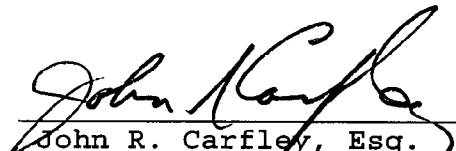
PA. R.C.P. NO. 1028(a)(2)

14. Defendant incorporates the averments of Paragraphs 1 through 13 hereof as fully as though set forth at length.

15. It is believed and therefore averred that the plaintiff has omitted one or more of the matters enumerated in Rule 1147 of the Pennsylvania Rules of Civil Procedure.

16. It is believed and therefore averred that the plaintiff has failed to give notice of the pendency of this foreclosure action in accordance with 41 P.S. §403 or 35 P.S. §1680.403(c) where applicable.

WHEREFORE, Plaintiff requests this Honorable Court to dismiss Plaintiff's Complaint with prejudice.


John R. Carfley, Esq.
Attorney for Defendant
Margaret J. Smeal
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: February 27, 2004

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

MORTGAGE ELECTRONIC :
REGISTRATION SYSTEMS, INC. :
8201 Greensboro Drive, Suite 350 :
McCLean, VA. 22102 :

vs. : No. 04-83-CD

WILLIAM I. SMEAL :
MARGARET J. SMEAL :
R.R.2, Box 184 :
Morrisdale, Pa. 16858 :

ORDER STRIKING OFF COMPLAINT IN MORTGAGE FORECLOSURE
FOR FAILURE TO GIVE NOTICE IN
ACCORDANCE WITH 41 P.S. §403

AND NOW, this _____ day of March, 2004, upon consideration of Defendant, Margaret J. Smeal's Preliminary Objection to the Complaint of Plaintiff, Mortgage Electronic Registration Systems, Inc. for failure to conform to the requirements of the Act of January 30, 1974, P.L. 13, No. 6, §403, 41 P.S. §403, IT IS HEREBY ORDERED That Margaret J. Smeal's Preliminary Objection is sustained and the Complaint of Plaintiff is stricken.

BY THE COURT:

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

MORTGAGE ELECTRONIC
 REGISTRATION SYSTEMS, INC.
 8201 GREENSBORO DRIVE, SUITE 350
 MCLEAN, VA 22102

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 04-83-CO

CLEARFIELD COUNTY

v.

WILLIAM I. SMEAL
 MARGARET J. SMEAL
 RR 2 BOX 184
 MORRISDALE, PA 16858

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

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

FEB 02 2004

Attest.

William A. B...
 Prothonotary/
 Clerk of Courts

File #: 73076



**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

**MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102**

Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

**AURORA LOAN SERVICES
601 5TH AVENUE
SCOTTSBLUFF, NE 69361**

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

**WILLIAM L SMEAL
MARGARET J. SMEAL
RR 2 BOX 184
MORRISDALE, PA 16858**

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

- 3. On 01/18/1994 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MELLON BANK, N.A. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1583, Page 420. By Assignment of Mortgage recorded 1/24/94 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200209529.**
- 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 11/01/2002 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	\$173,801.10
Interest	14,639.35
10/01/2002 through 01/16/2004 (Per Diem \$30.95)	
Attorney's Fees	1,250.00
Cumulative Late Charges	452.39
01/18/1994 to 01/16/2004	
Cost of Suit and Title Search	\$ 550.00
Subtotal	\$ 190,692.84
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	\$ 0.00
TOTAL	\$ 190,692.84

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 \$ 190,692.84, together with interest from 01/16/2004 at the rate of \$30.95 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
 FRANK FEDERMAN, ESQUIRE
 LAWRENCE T. PHELAN, ESQUIRE
 FRANCIS S. HALLINAN, ESQUIRE
 Attorneys for Plaintiff

ALL those certain pieces or parcels of land situate, lying and being in the Township of Morris, Clearfield County, Pennsylvania, bounded and described as follows:

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PARCEL NO. 11:

BEGINNING at a post or stone on the right of way of New York Central and Hudson River Railroad; thence North 04 Degrees 33 Minutes East a distance of 977 feet to a post on lands now or formerly John Czefsky; thence along the line of lands of John Czefsky and lands of the estate of O. L. Schoonover, deceased, South 83 Degrees 45 Minutes East a distance of 785.00 feet to a post; thence South 07 Degrees 50 Minutes West a distance of 963.00 feet to a post; thence North 85 Degrees 05 Minutes West a distance of 729.00 feet to a post and place of beginning. CONTAINING 18 acres 137 perches as shown on the map prepared by Curry and Associates dated January 14, 1991 and revised on July 8, 1993.

BEING the same premises granted and conveyed unto the Mortgagors herein by deed of William I. Smeal et. ux. dated October 1, 1993, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 1661, Page 339.

BEING KNOWN AS: RR2 BOX 184

VERIFICATION

Richard T. Martin hereby states that she is SENIOR VICE PRESIDENT of AURORA LOAN SERVICES mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Richard T. Martin

Sr. Vice President

DATE: 1-8-99

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 Greensboro Drive, Suite 350
McCLeAN, VA. 22102

:
:
:
:

vs.

: No. 04-83-CD

WILLIAM I. SMEAL
MARGARET J. SMEAL
R.R.2, Box 184
Morrisdale, Pa. 16858

:
:
:
:

CERTIFICATE OF SERVICE


AND NOW, this 1st day of March, 2004, I hereby certify that I served a true and correct copy of Defendant, Margaret Smeal's Preliminary Objections to Plaintiff's Complaint by depositing the same in the U.S. First Class Mail, postage prepaid, addressed to the following:

Federman & Phelan, LLP
One Penn Center Plaza, Suite 1400
Philadelphia, Pa., 19103

FILED

MAR 02 2004

William A. Shaw
Prothonotary


John R. Carfley, Esq.
Attorney for Defendant
Margaret J. Smeal
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

FILED

0 1:40 PM MDC

MAR 02 2004

[Signature]

William A. Shaw
Prothonotary

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD County

vs.

WILLIAM I. SMEAL
MARGARET J. SMEAL


Defendants

:
: No. 04-83-CD
:
:
:

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

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

Date: March 4, 2004

/cdc, Svc Dept.

FILED

MAR 11 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

3 Comp. Reinstated

M/2:37 ~~184~~

to SH 55

MAR 11 2004

Atty pd. 7-00

William A. Shaw

Prothonotary/Clerk of Courts

No CC



FEDERMAN AND PHELAN, LLP
BY: JENINE R. DAVEY, ESQUIRE
IDENTIFICATION NO. 87077
ONE PENN CENTER AT SUBURBAN STATION
1617 J.F.K. BLVD. - SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems, Inc.
8201 Greensboro Drive, Suite 350
McLean, VA 22102

vs.

William I. Smeal
Margaret J. Smeal
RR 2 Box 184
Morrisdale, PA 16858

COURT OF COMMON PLEAS
CIVIL DIVISION

CLEARFIELD COUNTY
NO.: 04-83-CD

ORDER

AND NOW, this day of , 2004, upon consideration of the
Preliminary Objections of Defendant, Margaret J. Smeal and Plaintiff's Response thereto, it is hereby

ORDERED and DECREED that the said Preliminary Objections are overruled.

Defendant has a period of twenty (20) days from the date of this Order within which to file an
Answer to the Complaint.

BY THE COURT:

J.

FEDERMAN AND PHELAN, LLP
BY: JENINE R. DAVEY, ESQUIRE
IDENTIFICATION NO. 87077
ONE PENN CENTER AT SUBURBAN STATION
1617 J.F.K. BLVD. - SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

FILED

MAR 22 2004
W. A. Shaw
Prothonotary/Clerk of Courts
NO CHRG COPY

Mortgage Electronic Registration Systems, Inc.
8201 Greensboro Drive, Suite 350
McLean, VA 22102

COURT OF COMMON PLEAS
CIVIL DIVISION

vs.

CLEARFIELD COUNTY
NO.: 04-83-CD

William I. Smeal
Margaret J. Smeal
RR 2 Box 184
Morrisdale, PA 16858

PLAINTIFF'S RESPONSE TO DEFENDANT'S PRELIMINARY OBJECTIONS

And now comes Plaintiff, Mortgage Electronic Registration Systems, Inc., by its attorneys, Federman and Phelan, LLP, hereby files the within Response to Preliminary Objections of Defendant, Margaret J. Smeal, and in support thereof states as follows:

1. Denied. After reasonable investigation, Plaintiff is without information sufficient to form a belief as to the truth of the averments contained in paragraph one (1).

2. Denied as stated. By way of further response, Plaintiff has filed the instant mortgage foreclosure action due to Defendants default on the mortgage loan. The mortgage loan remains due for the November 1, 2002 payment and each month thereafter.

3. Denied as stated. By way of further response, Plaintiff obtained relief from the automatic stay in Defendant's bankruptcy on September 2, 2003. Since automatic stay is vacated, Plaintiff was permitted to proceed with the instant mortgage foreclosure action. By way of further response, the instant mortgage, is not dischargeable through the bankruptcy. The mortgage must be paid in full.

4. Denied. The averments of paragraph four (4) are denied as conclusions of law to

which no response is necessary.

5. Denied. By way of further response, Plaintiff hereby incorporates by reference its response to paragraphs one (1) through four (4), above as if set forth herein and at length.

6. Admitted.

7. Denied. By way of further response, the averments of paragraph seven (7) are denied as conclusions of law to which no response is necessary. By way of further response, the Notice of Provisions of Act 6 of 1974 are not applicable to the within mortgage foreclosure action as the original principal balance of the Mortgage exceeds \$50,000. A true and correct copy of the Mortgage is attached hereto, made part hereof, and marked as Exhibit A. Nevertheless, Plaintiff sent Defendants, Notice pursuant to Act 91 of 1983 which meets the requirements of both Act 6 of 1974 and Act 91 of 1983. A true and correct copy of the Act 91 letter is attached hereto, made part hereof, and marked as Exhibit B.

8. Denied. By way of further response, the averments of paragraph eight (8) are denied as conclusions of law to which no response is necessary. By way of further response, the Notice of Provisions of Act 6 of 1974 are not applicable to the within mortgage foreclosure action as the original principal balance of the Mortgage exceeds \$50,000. A true and correct copy of the Mortgage is attached hereto, made part hereof, and marked as Exhibit A. Nevertheless, Plaintiff sent Defendants, Notice pursuant to Act 91 of 1983 which meets the requirements of both Act 6 of 1974 and Act 91 of 1983. A true and correct copy of the Act 91 letter is attached hereto, made part hereof, and marked as Exhibit B.

9. Denied. By way of further response, the averments of paragraph nine (9) are denied as conclusions of law to which no response is necessary. By way of further response, the Notice of Provisions of Act 6 of 1974 are not applicable to the within mortgage foreclosure action as the original principal balance of the Mortgage exceeds \$50,000. A true and correct copy of the Mortgage is attached hereto, made part hereof, and marked as Exhibit A. Nevertheless, Plaintiff sent

Defendants, Notice pursuant to Act 91 of 1983 which meets the requirements of both Act 6 of 1974 and Act 91 of 1983. A true and correct copy of the Act 91 letter is attached hereto, made part hereof, and marked as Exhibit B.

10. Denied. By way of further response, the averments of paragraph ten (10) are denied as conclusions of law to which no response is necessary. By way of further response, the Notice of Provisions of Act 6 of 1974 are not applicable to the within mortgage foreclosure action as the original principal balance of the Mortgage exceeds \$50,000. A true and correct copy of the Mortgage is attached hereto, made part hereof, and marked as Exhibit A. Nevertheless, Plaintiff sent Defendants, Notice pursuant to Act 91 of 1983 which meets the requirements of both Act 6 of 1974 and Act 91 of 1983. A true and correct copy of the Act 91 letter is attached hereto, made part hereof, and marked as Exhibit B.

11. Denied. By way of further response, the averments of paragraph eleven (11) are denied as conclusions of law to which no response is necessary. By way of further response, the Notice of Provisions of Act 6 of 1974 are not applicable to the within mortgage foreclosure action as the original principal balance of the Mortgage exceeds \$50,000. A true and correct copy of the Mortgage is attached hereto, made part hereof, and marked as Exhibit A. Nevertheless, Plaintiff sent Defendants, Notice pursuant to Act 91 of 1983 which meets the requirements of both Act 6 of 1974 and Act 91 of 1983. A true and correct copy of the Act 91 letter is attached hereto, made part hereof, and marked as Exhibit B.

12. Denied. The averments of paragraph twelve (12) are denied as conclusions of law to which no response is necessary.

13. By way of further response, the averments of paragraph thirteen (13) are denied as conclusions of law to which no response is necessary. By way of further response, the Notice of Provisions of Act 6 of 1974 are not applicable to the within mortgage foreclosure action as the original principal balance of the Mortgage exceeds \$50,000. A true and correct copy of the Mortgage

is attached hereto, made part hereof, and marked as Exhibit A. Nevertheless, Plaintiff sent Defendants, Notice pursuant to Act 91 of 1983 which meets the requirements of both Act 6 of 1974 and Act 91 of 1983. A true and correct copy of the Act 91 letter is attached hereto, made part hereof, and marked as Exhibit B.

WHEREFORE, Plaintiff respectfully requests that the Court overrule the Defendant's Preliminary Objections and direct the Defendant(s) to file an Answer to Plaintiff's Complaint.

14. Plaintiff hereby incorporates by reference paragraphs one (1) through thirteen (13) of its response as if set forth herein and at length.

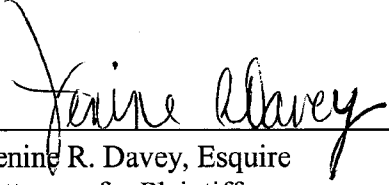
15. Denied. The averments of paragraph fifteen (15) are denied as conclusions of law to which no response is necessary. By way of further response, Plaintiff has complied with Pa.R.C.P. 1147 as is more fully addressed in Plaintiff's attached brief.

16. Denied. By way of further response, the averments of paragraph sixteen (16) are denied as conclusions of law to which no response is necessary. By way of further response, the Notice of Provisions of Act 6 of 1974 are not applicable to the within mortgage foreclosure action as the original principal balance of the Mortgage exceeds \$50,000. A true and correct copy of the Mortgage is attached hereto, made part hereof, and marked as Exhibit A. Nevertheless, Plaintiff sent Defendants, Notice pursuant to Act 91 of 1983 which meets the requirements of both Act 6 of 1974 and Act 91 of 1983. A true and correct copy of the Act 91 letter is attached hereto, made part hereof, and marked as Exhibit B.

WHEREFORE, Plaintiff respectfully requests that the Court overrule the Defendant's Preliminary Objections and direct the Defendant(s) to file an Answer to Plaintiff's Complaint.

Respectfully submitted,
FEDERMAN AND PHELAN, LLP

Date: 3/19/04


Jenine R. Davey, Esquire
Attorney for Plaintiff

▼ FEDERMAN & PHELAN, LLP
BY: JENINE R. DAVEY, ESQUIRE
IDENTIFICATION NO. 87077
ONE PENN CENTER AT SUBURBAN STATION
1617 J.F.K. BLVD. SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems, Inc.
8201 Greensboro Drive, Suite 350
McLean, VA 22102

COURT OF COMMON PLEAS
CIVIL DIVISION

vs.

CLEARFIELD COUNTY
NO.: 04-83-CD

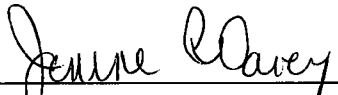
William I. Smeal
Margaret J. Smeal
RR 2 Box 184
Morrisdale, PA 16858

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Plaintiff's Response to Defendant's Preliminary Objections,
Brief and attached documents were served upon counsel for the Defendant by first class mail, postage
prepaid, at the address and on the date listed below:

John R. Carfley, Esquire
222 Presqueisle Street
P.O. Box 249
Philipsburg, PA 16866

DATE: 3/19/04


Jenine R. Davey, Esquire/
Attorney for Plaintiff

FILED

MAR 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

A

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

vs.

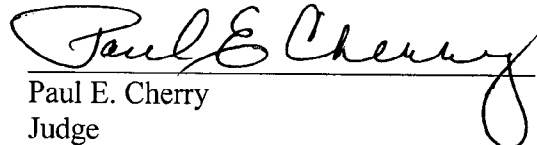
WILLIAM I. SMEAL
MARGARET J. SMEAL

:
:
:
: No. 04-83-CD
:
:
:

ORDER

NOW, this 24th day of March, 2004, upon consideration of Attorney Carfley's Preliminary Objections, a Rule is hereby issued upon the parties to Appear and Show Cause why the Objections should not be granted. Argument is scheduled the 23 day of April, 2004, at 10:00 A.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


Paul E. Cherry
Judge

FILED

MAR 24 2004
013:30
William A. Shaw
Prothonotary/Clerk of Courts
4 C.R. to HST

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

MORTGAGE ELECTRONIC :
REGISTRATION SYSTEMS, INC. :
8201 Greensboro Drive, Suite 350 :
McCLean, VA. 22102 :

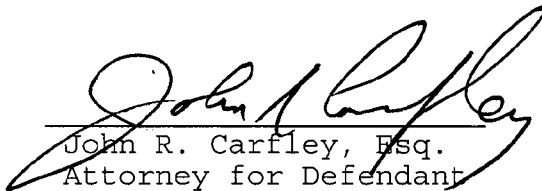
vs. : No. 04-83-CD

WILLIAM I. SMEAL :
MARGARET J. SMEAL :
R.R.2, Box 184 :
Morrisdale, Pa. 16858 :

CERTIFICATE OF SERVICE

AND NOW, this 26th day of March, 2004, I hereby certify that
I served a certified copy of Judge Paul E. Cherry's Order dated
March 24, 2004, by depositing the same in the U.S. First Class
Mail, postage prepaid, addressed to the following:

Jenine R. Davey, Esq.
Federman & Phelan, LLP
One Penn Center Plaza, Suite 1400
Philadelphia, Pa., 19103


John R. Carfley, Esq.
Attorney for Defendant
Margaret J. Smeal
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

FILED

MAR 29 2004

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC. :

-vs-

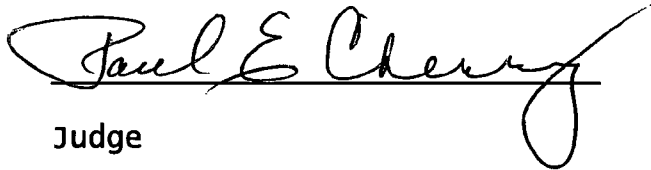
No. 04-83-CD

WILLIAM I. SMEAL and
MARGARET J. SMEAL :

O R D E R

NOW, this 23rd day of April, 2004, upon consideration of the Preliminary Objections of Defendant Margaret J. Smeal and Plaintiff's response thereto; the Court being advised by counsel for Defendant Margaret J. Smeal that they desire to withdraw said Petitions, it is the ORDER of this Court that said Preliminary Objections are hereby withdrawn. Defendant Margaret J. Smeal shall have a period of twenty (20) days from the date of this order in which to file an answer to the complaint.

BY THE COURT,


Judge

FILED

APR 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

acc Atty Hallinan

~~01/4/2004~~
APR 23 2004

acc Atty Carney

William A. Shaw
Prothonotary/Clerk of Courts

acc 1cc W. Smeal

RR 2 Box 184

Morrisdale, PA 16858

FEDERMAN & PHELAN, LLP
BY: JENINE R. DAVEY, ESQUIRE
IDENTIFICATION NO. 87077
ONE PENN CENTER AT SUBURBAN STATION
1617 J.F.K. BLVD. SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems, Inc.
8201 Greensboro Drive, Suite 350
McLean, VA 22102

COURT OF COMMON PLEAS
CIVIL DIVISION

vs.

CLEARFIELD COUNTY
NO.: 04-83-CD

William I. Smeal
Margaret J. Smeal
RR 2 Box 184
Morrisdale, PA 16858

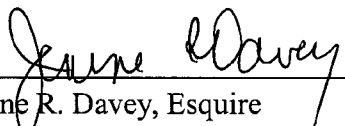
CERTIFICATE OF SERVICE

I hereby certify that a copy of the Order of April 23, 2004 withdrawing the Preliminary Objections without prejudice was served upon the counsel for Defendant by first class mail at the address and on the date listed below:

John R. Carfley, Esquire
222 Presqueisle Street
P.O. Box 249
Philipsburg, PA 16866

FEDERMAN AND PHELAN, LLP

DATE: 5/30/04


Jenine R. Davey, Esquire
Attorney for Plaintiff

FILED

MAY 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

(1)

4-23-04 - 10⁰⁰ am

FEDERMAN AND PHELAN, LLP
BY: JENINE R. DAVEY, ESQUIRE
IDENTIFICATION NO. 87077
ONE PENN CENTER AT SUBURBAN STATION
1617 J.F.K. BLVD. - SUITE 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems, Inc.
8201 Greensboro Drive, Suite 350
McLean, VA 22102

COURT OF COMMON PLEAS
CIVIL DIVISION

vs.

CLEARFIELD COUNTY
NO.: 04-83-CD

William I. Smeal
Margaret J. Smeal
RR 2 Box 184
Morrisdale, PA 16858

RECEIVED
MAR 22 2004
COURT ADMINISTRATORS
OFFICE

**PLAINTIFF'S BRIEF IN OPPOSITION
TO DEFENDANT'S PRELIMINARY OBJECTIONS**

I. INTRODUCTION

Plaintiff has filed a Mortgage Foreclosure Complaint because Defendant is in default under the mortgage. In response, Defendant has filed frivolous Preliminary Objections merely to delay the foreclosure action.

II. PLAINTIFF'S MORTGAGE FORECLOSURE COMPLAINT COMPLIES WITH THE PENNSYLVANIA RULES OF CIVIL PROCEDURE

Plaintiff's action in mortgage foreclosure is based upon an action at law to foreclose a mortgage, not to enforce a personal liability. Pa.R.C.P. 1141. Rule 1147 of the Pennsylvania Rules of Civil Procedure sets forth the averments that are required to be plead in a mortgage foreclosure complaint. The Rule provides:

The Plaintiff shall set forth in the complaint:

1. The parties to and the date of the mortgage, and of any assignments, and a statement of the place of record of the mortgage and assignments;
2. A description of the land subject to the mortgage;
3. The name, address and interest of the Defendant in the action and that the present real

owner is unknown if he is not made a party;

4. Specific averment of default;
5. An itemized statement of the amount due; and
6. A demand for judgment for the amount due.

Instantly, Plaintiff's Complaint comports with the aforesaid requirements. Paragraph 2 states the name, address and interest of the Defendant. Paragraph 3 recites the execution of the Mortgage, including the date that the Mortgage was made, and also sets forth the date of the Assignment(s) (if any) along with the information concerning the recording of the Mortgage and Assignment. Paragraph 4 refers to the legal description of the land. Paragraph 5 states that the mortgage is in default. Paragraph 6 provides a breakdown of the amount due on the mortgage. The Wherefore Clause sets forth Plaintiff's demand for judgment.

Accordingly, Plaintiff's Complaint complies with the pleading requirements as set forth in Pennsylvania Rules of Civil Procedure.

III. ACT 6 OF 1974 IS NOT APPLICABLE TO THE WITHIN FORECLOSURE ACTION

The provisions of Act 6 of 1974 specifically exclude residential mortgages in excess of \$50,000.00. The term "residential mortgage" is defined in Section 101 of the statute as "an obligation to pay a sum of money in an original bona fide principal amount of Fifty Thousand Dollars (\$50,000.00) or less. . . ." Because the instant mortgage obligation exceeded \$50,000.00, Plaintiff was not obligated under section 403 of the statute to provide notice of its intention to foreclose. See Anderson Contracting Company v. Daugherty, 417 A.2d 1227 (Pa. Super. 1979).

Nevertheless, Plaintiff did afford Defendants notice of its intention to foreclose due to the default under the loan. The notice is attached hereto as Exhibit B. Defendants, however, failed to cure the default and therefore Plaintiff commenced the within action to recover its losses.

IV. PLAINTIFF HAS COMPLIED WITH ACT 91 OF 1983

Act 91 of 1983 requires that notice be sent by the mortgagee to the delinquent mortgagor by

first class mail addressed to their last known address. 35 P.S. section 1680.401c(a). The statute specifically provides that notice pursuant to the statute shall be deemed received on the third business day following the date of the mailing of same. 35 P.S. section 1680.401c(e).

Act 91 of 1983 is known as the Homeowner's Emergency Mortgage Assistance Act of 1983. As required by the Act, the Notice provided a specific breakdown of the amount owed. The Notice also included a list of consumer credit counseling agencies, which clearly states the names, addresses and telephone numbers of designated consumer credit agencies which Defendants could contact to discuss the default.

The Defendants were informed that they were entitled to a temporary stay of the foreclosure if, within thirty (30) days of the date of the notice, he/she/they arranged and attended a face-to-face meeting with a representative of the lender or with a designated consumer credit counseling agency. This thirty (30) day deadline is referenced again throughout the Notice, and the relevant time constraint is emphasized by underlining. It is in this context that the mortgagors were urged to file an application promptly.

Plaintiff submits the notice plainly set forth Defendants' default and the availability of emergency mortgage assistance from the Pennsylvania Housing Finance Agency. Accordingly, Plaintiff submits it has appropriately complied with Act 91 of 1983.

V. CONCLUSION

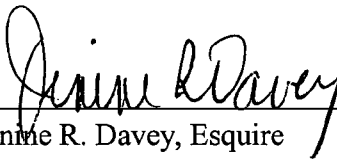
For the reasons set forth herein, the Preliminary Objections are meritless and have been interposed for the purpose of delay only. Plaintiff respectfully requests that this Honorable Court enter an Order overruling Defendant's Preliminary Objections and directing Defendant to file an Answer to Plaintiff's Complaint within twenty (20) days of the Court's Order.

WHEREFORE, Plaintiff respectfully requests that the Court overrule Defendant's Preliminary Objections and direct the Defendant to file an Answer to Plaintiff's Complaint.

Respectfully submitted,
FEDERMAN AND PHELAN, LLP

Date: _____

3/19/04



Jenne R. Davey, Esquire
Attorney for Plaintiff

Vol 1583 Page 420
 RECORD AND RETURN TO:
 MELLON MORTGAGE COMPANY
 P. O. BOX 4863
 HOUSTON, TEXAS 77210

(Space Above This Line For Recording Data)

1108562543

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
 WILLIAM I. SNEAL AND MARGARET J. SNEAL

JANUARY 18

, 1994

The mortgagor is

("Borrower"). This Security Instrument is given to

MELLON BANK, N.A.

which is organized and existing under the laws of THE UNITED STATES OF AMERICA
 341 NORTH SCIENCE PARK ROAD,
 STATE COLLEGE, PENNSYLVANIA 16803

, and whose address is

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED NINETY SIX THOUSAND AND 00/100-----
 Dollars (U.S. \$ 196,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument
 ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
 FEBRUARY 01, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note,
 with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,
 advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants
 and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and
 convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:
 SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of RR #2 BOX 184

MORRISDALE

Pa

, Pennsylvania

16858
 (Zip Code)

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and
 fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security
 Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

VOL 1583 PAGE 421

ALL those certain pieces or parcels of land situate, lying and being in the Township of Morris, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NO. 1:

BEGINNING at a point at the northeastern corner of lands of the Methodist Church, said point being on the eastern right of way of Pennsylvania State Route SR-0053, said place of beginning being the southwestern corner of the parcel herein conveyed; thence along the eastern right of way of Pennsylvania State Route SR-0053 along the arc of a curve to the left 814.02 feet in radius, an arc distance of 238.17 feet, the chord of said arc running North 17 Degrees 22 Minutes 26 Seconds East a distance of 238.17 feet to a point, said point being South 73 Degrees 12 Minutes 41 Seconds East a distance of 2.23 feet from a 3/4" rebar (set); thence along lands of William I. Smeal and Margaret J. Smeal, South 73 Degrees 12 Minutes 41 Seconds East a distance of 207.16 feet to a 3/4" rebar (set); thence still along the lands of William I. Smeal and Margaret J. Smeal North 09 Degrees 34 Minutes 10 Seconds East a distance of 143.24 feet to a 3/4" rebar (set); thence along the lands of Frances M. Moriarty South 77 Degrees 26 Minutes 57 Seconds East a distance of 312.37 feet to a 5/8" pipe (found), said pipe being the common corner of lands of Frances M. Moriarty, the parcel herein conveyed, Harry W. and Dolly E. Hand, and other lands of William I. Smeal and Margaret J. Smeal; thence along the lands of Harry W. and Dolly E. Hand the following courses and distances: South 18 Degrees 16 Minutes 28 Seconds West a distance of 78.00 feet to a 3/4" rebar (set); South 55 Degrees 25 Minutes 44 Seconds East a distance of 1126.28 feet to a 3/4" rebar (set); thence along the other lands of William I. Smeal and Margaret J. Smeal South 3 Degrees 24 Minutes 09 Seconds West a distance of 562.00 feet to a 1" square pin (found); thence along the lands of Carl T. Hubler the following courses and distances: North 06 Degrees 19 Minutes 28 Seconds West a distance of 744.87 feet to a 3/4" rebar (set); North 37 Degrees 13 Minutes 31 Seconds West a distance of 155.24 feet to a 3/4" rebar (set); North 19 Degrees 31 Minutes 28 Seconds East a distance of 100.00 feet to a 3/4" rebar (set); North 37 Degrees 00 Minutes 57 Seconds West a distance of 465.78 feet to a 3/4" rebar (set); South 18 Degrees 46 Minutes 28 Seconds West a distance of 100.00 feet to a 3/4" rebar (set); thence along the lands of Carl T. Hubler, John Coble and lands of the Methodist Church North 38 Degrees 55 Minutes 34 Seconds West passing through a 1" square pin (found) at a distance of 585.71 feet and continuing on for a total distance of 587.89 feet to a point and place of beginning. (CONTAINING 24.925 acres as shown on the map prepared by Curry and Associates dated January 14, 1991, and revised on July 8, 1993.

VOL 1583 PAGE 422

PARCEL NO. 11:

BEGINNING at a post or stone on the right of way of New York Central and Hudson River Railroad; thence North 04 Degrees 33 Minutes East a distance of 977 feet to a post on lands now or formerly John Czefsky; thence along the line of lands of John Czefsky and lands of the estate of O. L. Schoonover, deceased, South 83 Degrees 45 Minutes East a distance of 785.00 feet to a post; thence South 07 Degrees 50 Minutes West a distance of 963.00 feet to a post; thence North 85 Degrees 05 Minutes West a distance of 729.00 feet to a post and place of beginning. CONTAINING 16 acres 137 perches as shown on the map prepared by Curry and Associates dated January 14, 1991 and revised on July 8, 1993.

BEING the same premises granted and conveyed unto the Mortgagees herein by deed of William T. Smeal et. ux. dated October 1, 1993, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 1561, Page 339.

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or service used by Lender in connection with this loan, unless applicable law provides otherwise, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purposes for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, cause the Property to be insured in the property in accordance with paragraph 7.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;
Leasehold. Borrower shall occupy, enliven, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any or all of the following conditions exist: (a) an action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impairs the lien created by this Security Instrument or Lender's security interest; (b) Borrower may cure such a default and reinstate, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender, is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain those payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

BS MS

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- ☒ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ Other(s) [specify]

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider

- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

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

Witness:

WILLIAM I. SNEAL

(Seal)
Borrower

MARGARET J. SNEAL

(Seal)
Borrower

(Seal)
Borrower

(Space Below This Line For Acknowledgment)

STATE OF PENNSYLVANIA

On this, the 18TH day of JANUARY, 1994, before me, the undersigned officer, personally appeared WILLIAM I. SNEAL AND MARGARET J. SNEAL

known to me (or satisfactorily proven) to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires

NOTARIAL SEAL
 JOHN R. CARFLEY, Notary Public
 Philipsburg Boro, Centre County, PA
 My Commission Expires April 18, 1998

Date of Officer

Certificate of Residence of Mortgagee

MELLEN BANK, N.A.

certifies that its principal place of business is at 341 NORTH SCIENCE PARK ROAD,
 STATE COLLEGE, PENNSYLVANIA 16803

, Mortgagee within named, hereby

By:

John R. Carfley

January 14, 2003

OCT 16 2003

0104875562 CL071 01-14-03

William I Smeal
Margaret J Smeal
Po Box 583
Deer Crick Road Po Bx 3
Morrisdale PA 16858

RE: Homeowner's Name(s): William I Smeal
Margaret J Smeal
Property Address: Rr 2 Box 184
Morrisdale PA 16858
Loan Acct.No.: 0104875562
Current Lender/Servicer : Aurora Loan Services Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE
WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND
HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

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

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

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

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the
consumer credit counseling agencies listed at the end of this notice,
the lender may NOT take action against you for thirty (30) days
after the date of this meeting. The names, addresses and telephone
numbers of designated consumer credit counseling agencies for the
county in which the property is located are set forth at the end
of this Notice. It is only necessary to schedule one face-to-face
meeting. Advise your lender immediately of your intentions.

601 Fifth Avenue • P.O. Box 1706 • Scottsbluff, NE 69363-1706 • Fax: 308-630-6700
APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).
NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rr 2 Box 184
Morrisdale PA 16858
is SERIOUSLY IN DEFAULT because:

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

Regular monthly payments of \$ 1256.64 for the months of
November 01, 2002 through today's date January 14, 2003
Other charges: Accrued late charges: \$ 125.66
TOTAL AMOUNT PAST DUE: \$ 3895.58

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 3895.58 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made by cash, cashiers check, certified check or money order made payable and sent to:

AURORA LOAN SERVICES INC
Attn: Cashiering Dept
PO Box 5180
Denver, CO 80217-5180

CL071 (2)

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this Notice:

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

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney fees actually incurred by the lender even if they exceed \$50.00. Any attorney fees will be added to the amount you owe the Lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, by paying all amounts due, you will not be required to pay attorney fees.

OTHER LENDER REMEDIES - The lender may also start legal action against you personally for the unpaid principal balance and all other sums due under the mortgage.

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately ten (10) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

601 Fifth Avenue • P.O. Box 1706 • Scottsbluff, NE 69363-1706 • Fax: 308-630-6700

HOW TO CONTACT THE LENDER:

Name of Lender : AURORA LOAN SERVICES INC
Address : 601 5th Avenue
P.O. Box 2056
Scottsbluff, NE 69361
Phone Number : (800) 550-0509

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be initiated by the lender at any time.

ASSUMPTION OF MORTGAGE - You ____ may or ____ may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT

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

You may find out at any time exactly what the required payment will be by calling Aurora Loan Services Inc at the following number: 800-550-0509.

This payment must be cash, cashiers check, certified check or money order and made payable to Aurora Loan Services Inc and sent to the address above.

You should realize that a Sheriff's or other similar official's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's or other similar official's sale, a lawsuit could be started to evict you.

You shall have the right to assert in the foreclosure proceedings, the non-existence of a default or any other defense that you may have to acceleration or foreclosure.

You have additional rights to help protect your interest in the property.

You have the right to sell the property to obtain money to pay off the mortgage debt, or to borrow money from another lending institution to pay off this debt.

You may have the right to sell or transfer the property subject to the mortgage to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale, and that the other requirements under the mortgage are satisfied. Contact us to determine under what circumstances this right might exist.

You have the right to have this default cured by any third party acting on your behalf.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than THREE (3) times in any calendar year.

If you have any questions regarding this Notice, please feel free to contact our office at the address above or by calling 800-550-0509.

Delinquency Control
Aurora Loan Services Inc

This is an attempt to collect a debt and any information obtained will be used for that purpose; however, if you have previously received a discharge in a bankruptcy, this is not and should not be construed to be an attempt to collect a debt, but only enforcement of a lien against the property.

7160 3901 9844 1849 5683

TO:

WILLIAM I SMEAL
RR 2 BOX 184

MORRISDALE PA 16858

SENDER: Aurora Loan Services

REFERENCE: 0104875562

PS Form 3800, June 2000	
RETURN RECEIPT SERVICE	Postage Certified Fee Return Receipt Fee Restricted Delivery Total Postage & Fees

US

Certified Article Number

7160 3901 9844 1849 5683

Ce

SENDER'S RECORD

No Insurance Coverage Provided
Do Not Use for International Mail

7160 3901 9844 1849 5652

TO:

MARGARET J SMEAL
DEER CRICK ROAD PO BX 33
MORRISDALE PA 16858

SENDER: Aurora Loan Services

REFERENCE: 0104875562

PS Form 3800, June 2000	
RETURN RECEIPT SERVICE	Postage Certified Fee Return Receipt Fee Restricted Delivery Total Postage & Fees

US

Certified Article Number

7160 3901 9844 1849 5652

SENDER'S RECORD

No Insurance Coverage Provided
Do Not Use for International Mail

7160 3901 9844 1849 5676

TO:

WILLIAM I SMEAL
DEER CRICK ROAD PO BX 33
MORRISDALE PA 16858

SENDER: Aurora Loan Services

REFERENCE: 0104875562

PS Form 3800, June 2000	
RETURN RECEIPT SERVICE	Postage Certified Fee Return Receipt Fee Restricted Delivery Total Postage & Fees

US Postal Service

POSTMARK OR DATE

Certified Article Number

7160 3901 9844 1849 5676

Ce

SENDER'S RECORD

No Insurance Coverage Provided
Do Not Use for International Mail

7160 3901 9844 1849 5669

TO:

MARGARET J SMEAL
RR 2 BOX 184
MORRISDALE PA 16858

SENDER: Aurora Loan Services

REFERENCE: 0104875562

PS Form 3800, June 2000	
RETURN RECEIPT SERVICE	Postage Certified Fee Return Receipt Fee Restricted Delivery Total Postage & Fees

Certified Article Number

7160 3901 9844 1849 5669

Ce

SENDER'S RECORD

No Insurance Coverage Provided
Do Not Use for International Mail

APPENDIX C

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

Keystone Economic Development Corporation

1954 Mary Grace Lane
Johnstown, PA 15901
(814)535-6556
FAX(814)539-1688

Indiana Co Community Action Program

827 Water Street, Box 187
Indiana, PA 15701
(724)465-2657
FAX(724)465-5118

CCCS of Western Pennsylvania, Inc.

217 E. Plank Road
Altoona, PA 16602
(814)944-8100
FAX(814)944-5747

CCCS of Northeastern PA

1631 S Atherton St
Suite 100
State College, PA 16801
(814)238-3668
FAX(814)238-3669

CCCS of Western PA

219-A College Park Plaza
Johnstown, PA 15904
(814)539-6335

Date: 1/14/03

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

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

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

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

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

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

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

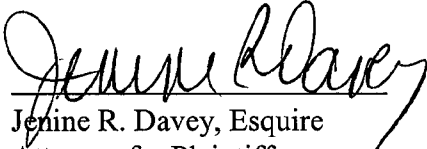
VERIFICATION

Jenine R. Davey, Esquire hereby states that she is the attorney for the Plaintiff in this action, that she is authorized to make this Verification, and that the statements made in the foregoing Response to Preliminary Objections are true and correct to the best of her knowledge, information and belief.

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

FEDERMAN AND PHELAN, LLP

DATE: 3/19/04

By: 
Jenine R. Davey, Esquire
Attorney for Plaintiff
One Penn Center at Suburban Station
1617 J.F.K. Blvd. - Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

In The Court of Common Pleas of Clearfield County, Pennsylvania

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

Sheriff Docket #

15097

VS.

04-83-CD

SMEAL, WILLIAM I. & MARGARET J.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 12, 2004, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM I. SMEAL, DEFENDANT.

NOW MARCH 18, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM I. SMEAL, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

Cost	Description
18.74	SHERIFF HAWKINS PAID BY: ATT Ck# 336574
10.00	SURCHARGE PAID BY: ATTY CK# 337424
43.00	CENTRE CO. SHFF. PAID BY: ATTY

Sworn to Before Me This

7 Day Of May 2004
William A. Shaw

So Answers,

Chester A. Hawkins
by Mandy Harris
Chester A. Hawkins
Sheriff

FILED

1:03 PM

MAY 07 2004

CA
AKA

William A. Shaw
Prothonotary

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s) <u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.</u>		2. Case Number <u>04-83-CD</u>	
3. Defendant(s) <u>WILLIAM I. Smeal</u>		4. Type of Writ or Complaint: <u>MORTGAGE FORECLOSURE</u>	
SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>WILLIAM I. Smeal</u>		
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>200 SHADY LANE DRIVE PHILIPSBURG, PA</u>		
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other			
Now, _____ 20____, I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County			
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE			

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
	12. Signature	

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above. } SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
---	----------------	-----------------------------

TO BE COMPLETED BY SHERIFF

16. Served and made known to William I. Smeal, on the 18 day of MARCH, 2004, at 2:50 o'clock, P m., at SAME AS ABOVE, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- ☒ Defendant(s) personally served.
- ☐ Adult family member with whom said Defendant(s) resides(s). Relationship is _____
- ☐ Adult in charge of Defendant's residence.
- ☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- ☐ Agent or person in charge of Defendant's office or usual place of business.
- ☐ _____ and officer of said Defendant company.
- ☐ Other _____

On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:

- ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other _____

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
\$ 75.00	\$ 9.00	\$ 9.00	—	\$ 2.50	\$ 21.00	.50¢	\$ 1.00	\$ 43.00	\$ 32.00

17. AFFIRMED and subscribed to before me this <u>29</u>		So Answer.	
20. day of <u>April</u> 20 <u>04</u>		18. Signature of Dep. Sheriff	
23. <u>Corinne Peters</u> Notary Public		21. Signature of Sheriff	
24. I ACKNOWLEDGE RECEIPT OF THIS RETURN SIGNATURE		19. Date <u>3-18-04</u>	
25. Date Received		22. Date	



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

#321

ROBERT SNYDER
CHIEF DEPUTY
CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 15097

MORTGAGE ELECTRONIC REGISTRATION

TERM & NO. 04-83-CD

VS

DOCUMENT TO BE SERVED:

COMPLAINT IN MORTGAGE FORECLOSURE

WILLIAM I. SMEAL

SERVE BY: 04/10/2004

MAKE REFUND PAYABLE TO:

FEDERMAN & PHELAN, ESQ.

SERVE:


WILLIAM I. SMEAL

ADDRESS:

SMEAL ENTERPRISES, 200 SHADY LANE DRIVE, PHILIPSBURG, PA.

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of
CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF
CENTRE- COUNTY, Pennsylvania to execute this writ. This
Deputation being made at the request and risk of the Plaintiff this 12th Day of
MARCH 2004

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

P97654AA
Pd 75-0

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff

v.

WILLIAM I. SMEAL
MARGARET J. SMEAL
RR 2 BOX 184
MORRISDALE, PA 16858

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

FEDERMAN AND PHELAN William A. Shaw
ATTORNEY FILE COPY Prothonotary
PLEASE RETURN

3-11-04 Document
Reinstated/Reassigned to Sheriff Attorney
for service. *William A. Shaw*

Deputy Prothonotary
ATTORNEY FOR PLAINTIFF WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA
COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 04-83-CD

CLEARFIELD COUNTY

FILED

10:42

JAN 27 2004

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

MORTGAGE ELECTRONIC

REGISTRATION SYSTEMS, INC.

8201 GREENSBORO DRIVE, SUITE 350

MCLEAN, VA 22102

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO.

CLEARFIELD COUNTY

WILLIAM I. SMEAL

MARGARET J. SMEAL

RR 2 BOX 184

MORRISDALE, PA 16858

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR

CLEARFIELD COUNTY COURTHOUSE

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**

**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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

AURORA LOAN SERVICES
601 5TH AVENUE
SCOTTSBLUFF, NE 69361

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

WILLIAM I. SMEAL
MARGARET J. SMEAL
RR 2 BOX 184
MORRISDALE, PA 16858

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


3. On 01/18/1994 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MELLON BANK, N.A. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1583, Page 420. By Assignment of Mortgage recorded 1/24/94 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200209529.
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 11/01/2002 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	\$173,801.10
Interest	14,639.35
10/01/2002 through 01/16/2004 (Per Diem \$30.95)	
Attorney's Fees	1,250.00
Cumulative Late Charges	452.39
01/18/1994 to 01/16/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 190,692.84
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 190,692.84

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 \$ 190,692.84, together with interest from 01/16/2004 at the rate of \$30.95 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: 
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

ALL those certain pieces or parcels of land situate, lying and being in the Township of Morris, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NO. I:

BEGINNING at a point at the northeastern corner of lands of the Methodist Church, said point being on the eastern right of way of Pennsylvania State Route SR-0053, said place of beginning being the southwestern corner of the parcel herein conveyed; thence along the eastern right of way of Pennsylvania State Route SR-0053 along the arc of a curve to the left 844.02 feet in radius, an arc distance of 238.17 feet, the chord of said arc running North 17 Degrees 22 Minutes 26 Seconds East a distance of 238.17 feet to a point, said point being South 73 Degrees 12 Minutes 41 Seconds East a distance of 2.23 feet from a 3/4" rebar (set); thence along lands of William I. Smeal and Margaret J. Smeal, South 73 Degrees 12 Minutes 41 Seconds East a distance of 207.16 feet to a 3/4" rebar (set); thence still along the lands of William I. Smeal and Margaret J. Smeal North 09 Degrees 34 Minutes 40 Seconds East a distance of 163.24 feet to a 3/4" rebar (set); thence along the lands of Frances M. Moriarty South 77 Degrees 26 Minutes 57 Seconds East a distance of 312.37 feet to a 5/8" pipe (found), said pipe being the common corner of lands of Frances M. Moriarty, the parcel herein conveyed, Harry W. and Dolly E. Hand, and other lands of William I. Smeal and Margaret J. Smeal; thence along the lands of Harry W. and Dolly E. Hand the following courses and distances: South 18 Degrees 46 Minutes 28 Seconds West a distance of 78.00 feet to a 3/4" rebar (set); South 55 Degrees 25 Minutes 44 Seconds East a distance of 1125.26 feet to a 3/4" rebar (set); thence along the other lands of William I. Smeal and Margaret J. Smeal South 3 Degrees 24 Minutes 09 Seconds West a distance of 562.00 feet to a 1" square pin (found); thence along the lands of Carl T. Hubler the following courses and distances: North 86 Degrees 19 Minutes 28 Seconds West a distance of 744.87 feet to a 3/4" rebar (set); North 37 Degrees 13 Minutes 31 Seconds West a distance of 155.24 feet to a 3/4" rebar (set); North 19 Degrees 31 Minutes 29 Seconds East a distance of 100.00 feet to a 3/4" rebar (set); North 37 Degrees 00 Minutes 57 Seconds West a distance of 465.78 feet to a 3/4" rebar (set); South 18 Degrees 46 Minutes 28 Seconds West a distance of 100.00 feet to a 3/4" rebar (set); thence along the lands of Carl T. Hubler, John Coble and lands of the Methodist Church North 36 Degrees 55 Minutes 34 Seconds West passing through a 1" square pin (found) at a distance of 585.71 feet and continuing on for a total distance of 587.89 feet to a point and place of beginning. CONTAINING 24.926 acres as shown on the map prepared by Curry and Associates dated January 14, 1991, and revised on July 8, 1993.

PARCEL NO. II:

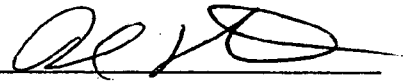
BEGINNING at a post or stone on the right of way of New York Central and Hudson River Railroad; thence North 04 Degrees 33 Minutes East a distance of 977 feet to a post on lands now or formerly John Czefsky; thence along the line of lands of John Czefsky and lands of the estate of O. L. Schoonover, deceased, South 83 Degrees 45 Minutes East a distance of 785.00 feet to a post; thence South 07 Degrees 50 Minutes West a distance of 963.00 feet to a post; thence North 85 Degrees 05 Minutes West a distance of 729.00 feet to a post and place of beginning. . CONTAINING 16 acres 137 perches as shown on the map prepared by Curry and Associates dated January 14, 1991 and revised on July 8, 1993.

BEING the same premises granted and conveyed unto the Mortgagors herein by deed of William I. Smeal et. ux. dated October 1, 1993, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 1561, Page 339.

BEING KNOWN AS: RR2 BOX 184

VERIFICATION

Richard T. Martin hereby states that she is SENIOR VICE PRESIDENT of AURORA LOAN SERVICES mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Richard T. Martin

Sr. Vice President

DATE: _____

1-8-24

COP

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

3-11-04 Document
Reinstated/Reassigned to Sheriff/Agency
for service.
William A. Shaw
Deputy Prothonotary
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 04-83-CD

CLEARFIELD COUNTY

WILLIAM I. SMEAL
MARGARET J. SMEAL
RR 2 BOX 184
MORRISDALE, PA 16858

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

Plaintiff

v.

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

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

FILED
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JAN 21 2004
FEDERMAN AND PHELAN William A. Shaw
ATTORNEY FILE COPY Prothonotary
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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

MORTGAGE ELECTRONIC

REGISTRATION SYSTEMS, INC.

8201 GREENSBORO DRIVE, SUITE 350

MCLEAN, VA 22102

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO.

CLEARFIELD COUNTY

WILLIAM I. SMEAL

MARGARET J. SMEAL

RR 2 BOX 184

MORRISDALE, PA 16858

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR

CLEARFIELD COUNTY COURTHOUSE

CLEARFIELD, PA 16830

(814) 765-2641 EXT. 5982

**We 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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
8201 GREENSBORO DRIVE, SUITE 350
MCLEAN, VA 22102

Plaintiff, is or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

AURORA LOAN SERVICES
601 5TH AVENUE
SCOTTSBLUFF, NE 69361

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

WILLIAM I. SMEAL
MARGARET J. SMEAL
RR 2 BOX 184
MORRISDALE, PA 16858

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

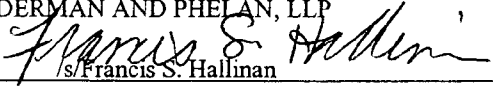
3. On 01/18/1994 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to MELLON BANK, N.A. which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1583, Page 420. By Assignment of Mortgage recorded 1/24/94 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Instrument No. 200209529.
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 11/01/2002 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	\$173,801.10
Interest	14,639.35
10/01/2002 through 01/16/2004 (Per Diem \$30.95)	
Attorney's Fees	1,250.00
Cumulative Late Charges	452.39
01/18/1994 to 01/16/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 190,692.84
Escrow	
Credit	0.00
Deficit	0.00
Subtotal	<u>\$ 0.00</u>
TOTAL	\$ 190,692.84

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 \$ 190,692.84, together with interest from 01/16/2004 at the rate of \$30.95 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: 
/s/ Francis S. Hallinan
FRANK FEDERMAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
Attorneys for Plaintiff

ALL those certain pieces or parcels of land situate, lying and being in the Township of Morris, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL NO. 1:

BEGINNING at a point at the northeastern corner of lands of the Methodist Church, said point being on the eastern right of way of Pennsylvania State Route SR-0053, said place of beginning being the southwestern corner of the parcel herein conveyed; thence along the eastern right of way of Pennsylvania State Route SR-0053 along the arc of a curve to the left 844.02 feet in radius, an arc distance of 238.17 feet, the chord of said arc running North 17 Degrees 22 Minutes 26 Seconds East a distance of 238.17 feet to a point, said point being South 73 Degrees 12 Minutes 41 Seconds East a distance of 2.23 feet from a 3/4" rebar (set); thence along lands of William I. Smeal and Margaret J. Smeal, South 73 Degrees 12 Minutes 41 Seconds East a distance of 207.16 feet to a 3/4" rebar (set); thence still along the lands of William I. Smeal and Margaret J. Smeal North 09 Degrees 34 Minutes 40 Seconds East a distance of 163.24 feet to a 3/4" rebar (set); thence along the lands of Frances M. Moriarty South 77 Degrees 26 Minutes 57 Seconds East a distance of 312.37 feet to a 5/8" pipe (found), said pipe being the common corner of lands of Frances M. Moriarty, the parcel herein conveyed, Harry W. and Dolly E. Hand, and other lands of William I. Smeal and Margaret J. Smeal; thence along the lands of Harry W. and Dolly E. Hand the following courses and distances: South 18 Degrees 46 Minutes 28 Seconds West a distance of 78.00 feet to a 3/4" rebar (set); South 55 Degrees 25 Minutes 44 Seconds East a distance of 1125.26 feet to a 3/4" rebar (set); thence along the other lands of William I. Smeal and Margaret J. Smeal South 3 Degrees 24 Minutes 09 Seconds West a distance of 562.00 feet to a 1" square pin (found); thence along the lands of Carl T. Hubler the following courses and distances: North 86 Degrees 19 Minutes 28 Seconds West a distance of 744.87 feet to a 3/4" rebar (set); North 37 Degrees 13 Minutes 31 Seconds West a distance of 155.24 feet to a 3/4" rebar (set); North 19 Degrees 31 Minutes 29 Seconds East a distance of 100.00 feet to a 3/4" rebar (set); North 37 Degrees 00 Minutes 57 Seconds West a distance of 465.78 feet to a 3/4" rebar (set); South 18 Degrees 46 Minutes 28 Seconds West a distance of 100.00 feet to a 3/4" rebar (set); thence along the lands of Carl T. Hubler, John Coble and lands of the Methodist Church North 36 Degrees 55 Minutes 34 Seconds West passing through a 1" square pin (found) at a distance of 585.71 feet and continuing on for a total distance of 587.89 feet to a point and place of beginning. CONTAINING 24.926 acres as shown on the map prepared by Curry and Associates dated January 14, 1991, and revised on July 8, 1993.

PARCEL NO. II:

BEGINNING at a post or stone on the right of way of New York Central and Hudson River Railroad; thence North 04 Degrees 33 Minutes East a distance of 977 feet to a post on lands now or formerly John Czefsky; thence along the line of lands of John Czefsky and lands of the estate of O. L. Schoonover, deceased, South 83 Degrees 45 Minutes East a distance of 785.00 feet to a post; thence South 07 Degrees 50 Minutes West a distance of 963.00 feet to a post; thence North 85 Degrees 05 Minutes West a distance of 729.00 feet to a post and place of beginning. , CONTAINING 16 acres 137 perches as shown on the map prepared by Curry and Associates dated January 14, 1991 and revised on July 8, 1993.

BEING the same premises granted and conveyed unto the Mortgagors herein by deed of William I. Smeal et. ux. dated October 1, 1993, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book Volume 1561, Page 339.

BEING KNOWN AS: RR2 BOX 184

VERIFICATION

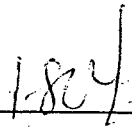
Richard T. Martin hereby states that she is SENIOR VICE PRESIDENT of AURORA LOAN SERVICES mortgage servicing agent for Plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.



Richard T. Martin

Sr. Vice President

DATE: _____



FEDERMAN AND PHELAN, LLP
BY: FRANCIS S. HALLINAN, ESQUIRE
Identification No.: 62695
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems, Inc.
8201 Greensboro Drive, Suite 350
McLean, VA 22102

COURT OF COMMON PLEAS
CIVIL DIVISION

vs.

CLEARFIELD COUNTY
NO.: 04-83-CD

William I. Smeal
Margaret J. Smeal
RR 2 Box 184
Morrisdale, PA 16858

PRAECIPE

TO THE PROTHONOTARY:

_____ Please mark the above referenced case Discontinued and Ended without prejudice.

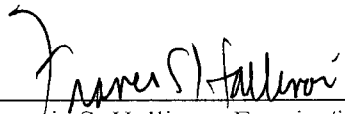
_____ Please mark the above referenced case Settled, Discontinued and Ended.

_____ Please mark Judgments satisfied and the Action settled, discontinued and ended.

_____ Please Vacate the judgment entered and mark the action discontinued and ended without prejudice.

 X Please withdraw the complaint and mark the action discontinued and ended without prejudice.

Date: 6/9/04


Francis S. Hallinan, Esquire/jrd
Attorney for Plaintiff

FILED

JUN 10 2004

William A. Shaw
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP
BY: JENINE R. DAVEY, ESQUIRE
Identification No. 87077
One Penn Center at Suburban Station
1617 J.F.K. Blvd. - Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

Mortgage Electronic Registration Systems, Inc.
8201 Greensboro Drive, Suite 350
McLean, VA 22102

vs.

William I. Smeal
Margaret J. Smeal
RR 2 Box 184
Morrisdale, PA 16858

: COURT OF COMMON PLEAS
: CIVIL DIVISION
:
:

: CLEARFIELD COUNTY
: NO.: 04-83-CD
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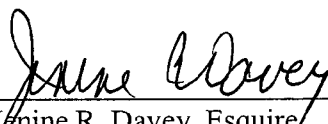
CERTIFICATION OF SERVICE

I hereby certify a true and correct copy of the foregoing Praecipe to Discontinue and End, was served by regular mail on the following parties on the date listed below:

John R. Carfley, Esquire
222 Presqueisle Street
P.O. Box 249
Philipsburg, PA 16866

· William I. Smeal
RR2 Box 184
Morrisdale, PA 16858

DATE: 6/9/09


Jenine R. Davey, Esquire
Attorney for Plaintiff

FILED

No ec

3/18/04 Cert. of Disc.
to Atty Hallinan
JUN 10 2004

William A. Shaw

copy to C/A

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Mortgage Electronic Registration Systems, Inc.

Vs.

No. 2004-00083-CD

William I. Smeal

Margaret J. Smeal

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 10, 2004, marked:

Discontinued and Ended without Prejudice

Record costs in the sum of \$92.00 have been paid in full by Francis S. Hallinan, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 10th day of June A.D. 2004.

William A. Shaw, Prothonotary