

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

The Chase Manhattan Bank as Trustee

of DLJ Trust Series 2000-2

338 South Warminster Road

Hatboro, PA 19040

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 04-144-CD

vs.

Edward Dworetzky

Kathleen Dworetzky

173 Treasure Lake

Dubois, PA 15801

Defendants

CERTIFICATE OF SERVICE

I, Michele Bradford, Esq., hereby certify that true and correct copies of the Rule

dated January 9, 2006 were served by first class mail upon the following:

Edward Dworetzky

Kathleen Dworetzky

173 Treasure Lake

Dubois, PA 15801

Nicholas J. Guiliano, Esquire

One Independence Mall

615 Chestnut Street, Suite 1650

Philadelphia, PA 19106

Theron G. Noble, Esquire

Ferraraccio & Noble

301 East Pine Street

Clearfield, PA 16830

Date: 1/18/06

PHELAN HALLINAN & SCHMIEG, LLP

By: [Signature]

Michele M. Bradford, Esquire

Attorney for Plaintiff

FILED ^{no cc}
m/1/18/06
JAN 20 2006 ^{LM}

William A. Shaw
Prothonotary/Clerk of Courts

CA

PHELAN HALLINAN & SCHMIEG, LLP
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ATTORNEY FOR PLAINTIFF

The Chase Manhattan Bank as Trustee of DLJ
Trustseries 2002-2
Plaintiff

Court of Common Pleas

Clearfield County

vs.

Civil Division

Edward Dworetzky
Kathleen Dworetzky
Defendants

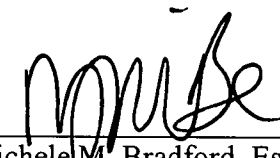
No. 04-144-CD

**PRAECIPE TO WITHDRAW PLAINTIFF'S PETITION FOR
SUPPLEMENTARY RELIEF IN AID OF EXECUTION PURSUANT TO RULE
3118 TO CONFIRM SALE AND DIVEST INTEREST, NUNC PRO TUNC**

TO THE PROTHONOTARY:

Plaintiff hereby withdraws its Petition for Supplementary Relief in Aid of
Execution Pursuant to Rule 3118 to Confirm Sale and Divest Interest, Nunc Pro Tunc..

2/28/06
Date


Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED NO CC
MAR 06 2006 @
William A. Shaw
Prothonotary/Clerk of Courts

The Chase Manhattan Bank, as Trustee of
DLJ Trust Series 2000-2
Plaintiff

vs.

Edward Dworetzky
Kathleen Dworetzky
Defendants

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: CLEARFIELD COUNTY

: NO. 04-144-CD

FILED
m12:45/01
MAR 03 2006 No CC
William A. Shaw
Prothonotary/Clerk of Courts

WAIVER OF 3129 NOTICE NUNC PRO TUNC

The undersigned, attorney of record for Kay Guthridge, Jack Guthridge, Dennis Clark, Don Fezell, Rex McClure, Jeffrey Miller, Albert DiGilaro, and Jeffrey Rice (hereinafter the "Interested Persons") in the civil action filed in the United States District Court for the Eastern District of Pennsylvania at 01-CV-3508 which created a constructive trust in their favor in the property at 500-502 First Street, Dubois, PA 15801 (hereinafter the "Mortgaged Premises"), and also attorney of record for the same Interested Persons who are Plaintiffs in the lis pendens filed in the Clearfield County Court of Common Pleas at 2002-500-CD regarding the same property, on behalf of The Interested Persons *hereby*:

1. Waive the 30 day notice requirement of P.R.C.P. 3129.1 and 3129.2,
2. Acknowledge that the Mortgaged Premises was sold by the Sheriff of Clearfield County on November 5, 2004, and
3. Consent to divestiture of their interest in the Mortgaged Property as if they had received timely Notice of Sheriff's Sale as required by P.R.C.P. 3129.1 and 3129.2.

Date: 2/16/06

By: 

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
Phone: 814-765-4990
Attorney for Kay Guthridge, Jack
Guthridge, Dennis Clark, Don Fezell,
Rex McClure, Jeffrey Miller, Albert
DiGilaro, and Jeffrey Rice

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

The Chase Manhattan Bank as Trustee
of DLJ Trust Series 2000-2
338 South Warminster Road
Hatboro, PA 19040

Plaintiff

: Court of Common Pleas

: Civil Division

: No. 04-144-CD

vs.

Edward Dworetzky
Kathleen Dworetzky
173 Treasure Lake
Dubois, PA 15801

Defendants

RULE

AND NOW, this 9th day of January 2006, a Rule is entered upon the Defendant,
to show cause why an Order should not be entered granting Petition for Supplementary Relief in
Aid of Execution Pursuant to Rule 3118 to Confirm Sale and Divest Interest, Nunc Pro Tunc.

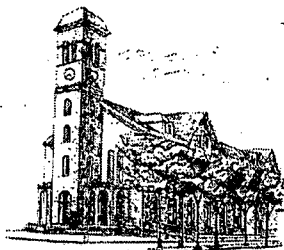
Rule Returnable on the 6th day of February 2006, at 10:00 a.m. in the Main
Courtroom of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FILED ^{ICC}
JAN 11 2006
Att'y Bradford
@K

William A. Shaw
Prothonotary/Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 11/1/06

X You are responsible for serving all appropriate parties.

 The Prothonotary's office has provided service to the following parties:

 Plaintiff(s)/Attorney(s)

 Defendant(s)/Attorney(s)

 Other

 Special Instructions:

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

The Chase Manhattan Bank as Trustee

of DLJ Trust Series 2000-2

338 South Warminster Road

Hatboro, PA 19040

Plaintiff

ATTORNEY FOR PLAINTIFF

FILED No cc
m/12:4336
JAN 06 2006

William A. Shaw
Prothonotary/Clerk of Court

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 04-144-CD

vs.

Edward Dworetzky

Kathleen Dworetzky

173 Treasure Lake

Dubois, PA 15801

Defendants

PETITION FOR SUPPLEMENTARY RELIEF IN AID OF EXECUTION
PURSUANT TO RULE 3118 TO CONFIRM SALE AND
DIVEST INTEREST, NUNC PRO TUNC

Plaintiff, by and through its counsel, Phelan Hallinan & Schmieg, LLP, hereby petitions this Court to confirm the November 5, 2004 Sheriff's Sale of 500-502 First Street, Dubois, PA 15801 (hereinafter the "Property") and to divest the interest of the Kaye Gutheridge, Jay Gutheridge, Dennis Clark, Don Fezell, Rex McClure, Jeffrey Miller, Albert DiGilarimo, and Jeffrey Rice, nunc pro tunc, and avers as follows:

1. On or about April 10, 2000, Defendants Edward Dworetzky and Kathleen Dworetzky made, executed and delivered a mortgage to Greater Atlantic Mortgage Corporation in the principal sum of \$53,100.00 for the property at 500-502 First Street, Dubois, PA 15801, which mortgage was recorded on April 13, 2000 in the Office of the Recorder of Deeds of Clearfield County at Instrument Number 200004972. A true and correct copy of the mortgage is attached hereto, made part hereof, and marked as Exhibit "A".

2. Greater Atlantic Mortgage Corporation delivered an Assignment of Mortgage to Plaintiff, which assignment was recorded on March 4, 2004 in the Office of the Recorder of

Deeds of Clearfield County at Instrument Number 200403236. A true and correct copy of the Assignment of Mortgage is attached hereto, made part hereof, and marked as Exhibit "A1".

3. The Defendants defaulted on the above-referenced mortgage and, as a result of the default Plaintiff initiated the instant mortgage foreclosure action on February 2, 2004. Attached hereto, made part hereof and marked as Exhibit "B" is a true and correct copy of Plaintiff's mortgage foreclosure complaint.

4. Defendants failed to respond to the complaint and a default judgment in the amount of \$68,248.62 was entered on June 18, 2004. Attached hereto, made part hereof, and marked as Exhibit "C" is a true and correct copy of the praecipe for judgment.

5. Pursuant to a Writ of Execution, the Property was listed for Sheriff's Sale and Notice of Sheriff's Sale of Real Estate was sent to lien holders.

6. The Sheriff's Sale of the Property was advertised in a newspaper of general circulation and in a legal publication; the Property was posted with the Notice of Sale in compliance with Pa.R.C.P. 3129.2; and the Property was posted with a handbill further providing constructive notice of the sale.

7. The Property was offered at Sheriff's Sale on November 5, 2004, and Plaintiff was the sole and successful bidder on the Property for the costs of sale. There were no other parties interested in submitting a bid at the sale other than Plaintiff.

8. The Sheriff's Deed to Plaintiff's assignee, JP Morgan Chase Bank, f/k/a The Chase Manhattan Bank as Trustee for the holders of the mortgage pass-through certificates, series 2000-7, was recorded on February 17, 2005 in the Office of the Recorder of Deeds of Clearfield County at Instrument Number 200502350. Attached hereto, made part hereof and marked as Exhibit "D" is a true and correct copy of the Deed.

9. The Property subject to foreclosure was encumbered by a Lis Pendens in favor of Kaye Gutheridge, Jay Gutheridge, Dennis Clark, Don Fezell, Rex McClure, Jeffrey Miller, Albert DiGilarmo, and Jeffrey Rice, which was dated April 3, 2002 and filed with the Office of

the Prothonotary of Clearfield County at Docket Number 2002-00500-CD. Attached hereto, made part hereof and marked as Exhibit "E" is a true and correct copy the Clearfield County Civil Docket for case number 2002-00500-CD.

10. Kaye Guthridge, Jay Guthridge, Dennis Clark, Don Fezell, Rex McClure, Jeffrey Miller, Albert DiGilarmo, and Jeffrey Rice filed a lawsuit in the Federal District for the Eastern District of Pennsylvania at docket number 01-3508 for Securities Fraud in which Judge Stewart Dalzell entered an Order on May 1, 2002 imposing a constructive trust on the Property in their favor. It is this lawsuit which was the basis of the lis pendens. A true and correct copy of the May 1, 2002 Order is attached hereto, made part hereof and marked as Exhibit "F".

11. Through inadvertence or mistake, Plaintiff failed to send notice of the November 5, 2004 Sheriff's Sale to Kaye Guthridge, Jay Guthridge, Dennis Clark, Don Fezell, Rex McClure, Jeffrey Miller, Albert DiGilarmo, and Jeffrey Rice. The Lis Pendens did not appear on Plaintiff's title report. Attached hereto, made part hereof and marked as Exhibit "G" is a true and correct copy of the title report.

12. Kaye Guthridge, Jay Guthridge, Dennis Clark, Don Fezell, Rex McClure, Jeffrey Miller, Albert DiGilarmo, and Jeffrey Rice received constructive notice of the sale by virtue of the advertising and posting of the property.

13. Upon information and belief, the value of the Property, based upon a pending Agreement of Sale is \$44,000.00, whereas the payoff of the Plaintiff's mortgage at the time of sale was in excess of \$81,864.20. Attached hereto, made a part hereof, and marked as Exhibits "H" and "I" are the Agreement of Sale and bidding instructions for the November 5, 2004 Sheriff's Sale representing the debt owed to the Plaintiff.

14. As evidenced by the results of the sale, and the value of the Property, there is insufficient equity in the Property to adequately make the Plaintiff whole as first lien holder, let alone Kaye Guthridge, Jay Guthridge, Dennis Clark, Don Fezell, Rex McClure, Jeffrey Miller, Albert DiGilarmo, and Jeffrey Rice as junior lien holders on the property.

15. It is in the equitable interest of all parties that the November 5, 2004 Sheriff's Sale of the Property be confirmed rather than being re-offered at sale, and that the interest of Kaye Guthridge, Jay Guthridge, Dennis Clark, Don Fezell, Rex McClure, Jeffrey Miller, Albert DiGilarmo, and Jeffrey Rice be divested, nunc pro tunc, in order to provide clear and marketable title to the Plaintiff, as there was insufficient equity in the Property to protect even the executing first mortgage held by the Plaintiff.

16. If Plaintiff had been aware of the lis pendens, it would have sent notice of its Sheriff's sale to the beneficiaries of the constructive trust. Their interest in the Property was a junior lien which would have been divested by the Sheriff's sale. 42 Pa C.S.A. § 8152(c).

WHEREFORE, Plaintiff requests that this Honorable Court grant Plaintiff's Petition and confirm the November 5, 2004 Sheriff's Sale of the Property located at 500-502 First Street, Dubois, PA 15801, divest the interests of Kaye Guthridge, Jay Guthridge, Dennis Clark, Don Fezell, Rex McClure, Jeffrey Miller, Albert DiGilarmo, and Jeffrey Rice in the Property as though fully notified in accordance with Pa.R.C.P. 3129.2, and strike the April 3, 2002 lis pendens.

Date: _____

1/5/06

PHELAN HALLINAN & SCHMIEG, LLP

By: _____

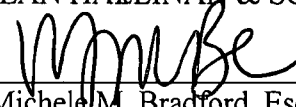

Michele M. Bradford, Esquire
Attorney for Plaintiff

EXHIBIT A

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200004972

RECORDED ON
APR 13, 2000
2:42:05 PM

RECORDING FEES - \$33.00
RECORDED -
COUNTY IMPROVEMENT \$1.00
FUND
RECORDED - \$1.00
IMPROVEMENT FUND
STATE WRIT TAX \$0.50
TOTAL \$35.50

Steve Clem

LIFE

RECORD AND RETURN TO

PLEASE RETURN TO:

FIDELITY CLOSING SERVICE LLC
1500 SOUTH ATHERTON STREET
STATE COLLEGE PA 16801

2000-1

[Space Above This Line For Recording Data]

MORTGAGE

LOAN ID # 20270609

THIS MORTGAGE ("Security Instrument") is given on APRIL 10TH, 2000 . The mortgagor is EDWARD DWORETZKY AND KATHLEEN DWORETZKY, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to GREATER ATLANTIC MORTGAGE CORPORATION, which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is 8230 OLD COURTHOUSE ROAD, SUITE 520, VIENNA, VA 22182 ("Lender"). Borrower owes Lender the principal sum of FIFTY THREE THOUSAND ONE HUNDRED AND NO/100- - - - - Dollars (U.S. \$ 53,100.00). 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 MAY 1ST, 2030 . 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 ATTACHED SCHEDULE "A"

which has the address of

500-502 FIRST STREET, DUBOIS

[Street]

[City]

Pennsylvania

15801

("Property Address");

[Zip Code]

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

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

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

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

1. **Payment of Principal 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. Section 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 applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. 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 purpose 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

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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, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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.

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6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, 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 forfeiture 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 impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, 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 substantially equivalent mortgage insurance coverage 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 these 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.

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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 conveyance 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.

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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 conformed 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.

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 uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other

Initials: 

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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.

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
☐ VA Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☐ Other(s) [specify]

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

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

Carol Ann Confer (Seal)
EDWARD DWORETZKY -Borrower
Kathleen Dworetzky (Seal)
KATHLEEN DWORETZKY -Borrower
____ (Seal)
____ -Borrower
____ (Seal)
____ -Borrower
____ (Seal)
____ -Borrower
____ (Seal)
____ -Borrower

Certificate of Residence

I, ~~ANDREW PETERS~~ CAROL ANN CONFER, do hereby certify that the correct address of the within-named Mortgagee is 8230 OLD COURTHOUSE ROAD, SUITE 520, VIENNA, VA 22182

Witness my hand this 10TH day of APRIL, 2000

Carol Ann Confer
~~ANDREW PETERS~~ CAROL ANN CONFER -Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA

CENTRE County ss:

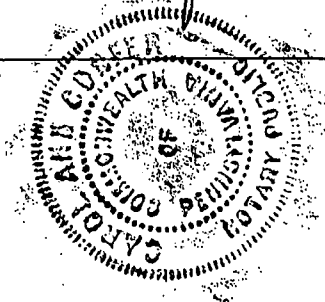
On this, the 10TH day of APRIL, 2000, before me, NOTARY PUBLIC,
the undersigned officer, personally appeared EDWARD DWORETZKY AND KATHLEEN DWORETZKY

____ 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
Carol Ann Confer, Notary Public
State College Boro, Centre County
My Commission Expires Aug. 18, 2001

Title of Officer



[Handwritten signature]

EXHIBIT A1

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy

P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
FEDERMAN & PHELAN

Instrument Number - 200403236

Recorded On 3/4/2004 At 2:16:30 PM

* Instrument Type - ASSIGNMENT

* Total Pages - 4

Invoice Number - 106752

* Assignor - GREATER ATLANTIC MORTGAGE CORPORATION

* Assignee - CHASE MANHATTAN BANK

* Customer - FEDERMAN & PHELAN

*** FEES**

RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE WRIT TAX	\$0.50
TOTAL	\$28.50

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

56-60355-12
5600 205 32
1000116183
L no. 3
After recording return to:
FEDERMAN AND PHELAN LAW OFFICE
Suite 1400, One Penn Center
Philadelphia, PA 19103-1814

2571313

190 1432 DLJ

The precise address of the
within named Assignee is
338 S. Warminster Rd.
Hatboro, PA 19040
By AMILL
(on behalf of the Assignee)

Ln: 257 [REDACTED] = Td.

ASSIGNMENT OF MORTGAGE

LOAN ID # 20270609

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is
8230 OLD COURTHOUSE ROAD, SUITE 520, VIENNA, VA 22182
does hereby grant, sell, assign, transfer and convey, unto The Chase Manhattan Bank, as Trustee
of DLJ ABS Series 2000-2, a corporation organized and existing under the
laws of (herein "Assignee"), whose
address is ***

, a certain Mortgage dated APRIL 10TH, 2000, made and executed by
EDWARD DWORETZKY AND KATHLEEN [REDACTED] HUSBAND AND WIFE

to and in favor of GREATER ATLANTIC MORTGAGE CORPORATION
upon the following described property situated in CLEARFIELD
County, Commonwealth of PENNSYLVANIA
SEE ATTACHED SCHEDULE "A"

Property Address: 500-502 First St. Dubois, PA 15801

Parcel #: 028-000-09475

such Mortgage having been given to secure payment of \$ 52,100.00 which Mortgage is of
(Original Principal Amount)
recorded 4/13/2000, at page 4972 (or as No.)
record in Book, Volume, or Libor No. 2000, Records of County,
of the PENNSYLVANIA

4000/41160
2/27/04

44-603554-12
560020532

Commonwealth of Pennsylvania, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on
APRIL 10TH, 2000

Wanda Knott
Witness

Witness

GREATER ATLANTIC MORTGAGE
CORPORATION
Assignor

Andrew Peters
By: ANDREW PETERS
Its: MANAGING DIRECTOR

(SEAL)

ATTESTED

State
~~Commonwealth~~ of Maryland
County of Frederick

By:
Its:
)
) SS:
)

On this 10TH day of APRIL, 2000 before me, _____
a Notary Public in and for said county and state, personally appeared ANDREW PETERS, MANAGING DIRECTOR
_____ personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instruments and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Brenda M. Lenney
Notary Public

(SEAL)

My commission expires: 3/22/03

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street, and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less. Known and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot No. 55 and having erected thereon two 2 story frame residential dwellings.

SUBJECT to a right of re-entry in the heirs or assigns of John E. DuBois and Willie G. DuBois if the premises are let, sold, assigned or used for purposes of selling intoxicating liquor thereon.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to William L. Rhone and Gretchen M. Rhone, husband and wife, by deed of Deposit Bank dated March 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199904990.

IDENTIFIED AS TAX PARCEL NO. 73-28-9475.

PREMISES ON: 500-502 FIRST STREET

EXHIBIT B

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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUSTSERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 04-144-cd

CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

Defendant(s)

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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
11-35

FEB 02 2004

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

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

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

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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUSTSERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO.

CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after 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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

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

EDWARD DWORETZKY
KATHLEEN DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 04/10/2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to GREATER ATLANTIC MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2000, Page 4972. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2002 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	\$52,586.75
Interest	9,640.35
07/01/2002 through 01/30/2004 (Per Diem \$16.65)	
Attorney's Fees	1,250.00
Cumulative Late Charges	79.62
04/10/2000 to 01/30/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 64,106.72
Escrow	
Credit	0.00
Deficit	1,844.20
Subtotal	<u>\$ 1,844.20</u>
TOTAL	\$ 65,950.92

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.
10. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 65,950.92, together with interest from 01/30/2004 at the rate of \$16.65 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 that certain piece or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street, and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less. Known and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot No. 55 and having erected thereon two 2 story frame residential dwellings.

SUBJECT to a right of re-entry in the heirs or assigns of John E. DuBois and Willie G. DuBois if the premises are let, sold, assigned or used for purposes of selling intoxicating liquor thereon.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

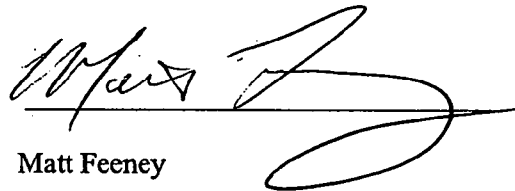
BEING the same premises conveyed to William L. Rhone and Gretchen M. Rhone, husband and wife, by deed of Deposit Bank dated March 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199904990.

IDENTIFIED AS TAX PARCEL NO. 7.3-28-9475.

PREMISES ON: 500-502 FIRST STREET

VERIFICATION

MATT FEENEY hereby states that he is DOCUMENT CONTROL OFFICER of FAIRBANKS CAPITAL CORPORATION mortgage servicing agent for Plaintiff in this matter, that he 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 his 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.

A handwritten signature in black ink, appearing to read 'Matt Feeny', is written over a horizontal line.

Matt Feeny

Document Control Officer

DATE: 1/28/04

EXHIBIT C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

No.: 04-144-CD

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY
500-502 FIRST STREET
DUBOIS, PA 15801

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$65,950.92
Interest (1/31/04 to 6/16/04)	<u>2,297.70</u>
TOTAL	\$68,248.62

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

FEDERMAN AND PHELAN
ATTORNEY FILE COPY
PLEASE RETURN

Frank Federman
FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 6/18/04

COPY
PROTHONOTARY

JLP

FILED
JUN 18 2004
William A. Shaw
Prothonotary/Clerk of Courts

EXHIBIT D

**CLEARFIELD COUNTY
RECORDER OF DEEDS****Karen L. Starck, Recorder****Maurene Inlow - Chief Deputy**

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

AFFIDAVIT No. 38138***RETURN DOCUMENT TO:
CLEARFIELD CO SHERIFF**

Instrument Number - 200502350

Recorded On 2/17/2005 At 3:52:43 PM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 125095

* Grantor - CLEARFIELD CO SHERIFF

* Grantee - JP MORGAN CHASE BANK

* Customer - CLEARFIELD CO SHERIFF

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER	\$14.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$29.50

**I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.***Karen L. Starck***Karen L. Starck
Recorder of Deeds****THIS IS A CERTIFICATION PAGE****Do Not Detach****THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

SHERIFFS DEED
-ACT OF 1905

Know all Men by these Presents,

That I, Chester A. Hawkins, High Sheriff of the County of Clearfield, in the State of Pennsylvania, for and in consideration of the sum of \$1.00 plus costs, to me in hand, do hereby grant and convey to JP MORGAN CHASE BANK (F/K/A THE CHASE MANHATTAN BANK) AS TRUSTEE FOR THE HOLDERS OF THE MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2000-7, the following described property, to wit:

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street, and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less. Known and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot No. 55 and having erected thereon two 2 story frame residential dwellings.

SUBJECT to a right of re-entry in the heirs or assigns of John E. DuBois and Willie G. DuBois if the premises are let, sold, assigned or used for purposes of selling intoxicating liquor thereon.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to William L. Rhone and Gretchen M. Rhone, husband and wife, by deed of Deposit Bank dated March 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199904990.

IDENTIFIED AS TAX PARCEL NO. 7.3-28-9475.

PREMISES ON: 500-502 FIRST STREET

SEIZED, taken in execution and sold as the property of EDWARD DWORETZKY AND KATHLEEN DWORETZKY, at the suit of THE CHASE MANHATTAN BANK AS TRUSTEE OF DLJ TRUST SERIES 2000-2. JUDGMENT NO. 04-144-CD

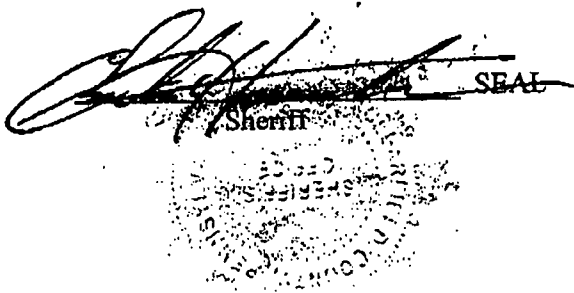
Now, February 07, 2005 the same having been sold by me to the said grantee on November 05, 2004 after due advertisement according to law, under and by virtue of writ of execution issued on June 18, 2004 out of the Court of Common Pleas of said County of Clearfield as of case number 04-144-CD at the suit of

THE CHASE MANHATTAN BANK AS TRUSTEE OF DLJ TRUST SERIES 2000-2

against

EDWARD DWORETZKY AND KATHLEEN DWORETZKY


IN WITNESS WHEREOF, I have hereunto affixed by signature the day February 07, 2005

A handwritten signature in black ink is written over a circular official seal. The seal contains the text "CLEARFIELD COUNTY, PENNSYLVANIA" around the perimeter and "SHERIFF" in the center. The word "SEAL" is printed to the right of the signature.

State of Pennsylvania
County of Clearfield

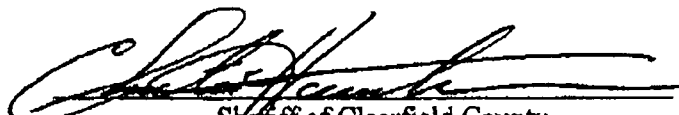
On February 07, 2005 before me a Prothonotary, the undersigned officer personally appeared, **Chester A. Hawkins**, High Sheriff of the State of Pennsylvania known to me, (or satisfactory proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity thereinstated and for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.


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

CERTIFICATE OF RESIDENCE

"I hereby Certify that the percise Residence of the Grantee or Grantees is,


Sheriff of Clearfield County

JP MORGAN CHASE BANK (F/K/A THE CHASE MANHATTAN BANK) AS
TRUSTEE FOR THE HOLDERS OF THE MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2000-7
3815 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH 84115-4412

Deed - Poll.

No.

Chester A. Hawkins
High Sheriff of Clearfield County

TO

**JP MORGAN CHASE BANK (F/K/A THE CHASE MANHATTAN BANK) AS TRUSTEE FOR THE HOLDERS OF THE
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2000-7
3815 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH 84115-4412**

SHERIFF DEED

Dated February 07, 2005

For \$1.00 + COSTS

Sold as the property of

EDWARD DWORETZKY AND KATHLEEN DWORETZKY

Sold on 04-144-CD

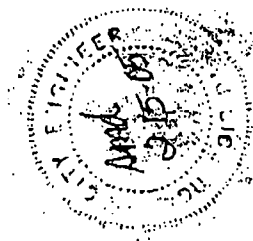


EXHIBIT E

Date: 11/08/2005

Clearfield County Court of Common Pleas

User: PUBLIC

Time: 03:18 PM

ROA Report

Page 1 of 1

Case: 2002-00500-CD

Current Judge: No Judge

Civil Other

Date		Judge
04/03/2002	Filing: Praecipe to Enter Lis Pendis Paid by: Ferraraccio & Noble Receipt number: 1840507 Dated: 04/03/2002 Amount: \$80.00 (Check) 6 Cert. copies to Atty. Noble	No Judge
05/09/2002	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
06/05/2002	Praecipe To File Court Order of Record. Filed by s/Theron G. Noble, Esq. (Court Order from the U.S.D.C. for the Eastern District of Pa., dated May 1st, 2002.	No Judge

EXHIBIT F

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KAYE GUTHRIDGE, et al.

CIVIL ACTION

v.

THE ENCORE NETWORK, INC.,
et al.

NO. 01-3508

FILED MAY 27 2002

ORDER

AND NOW, this 1st day of May, 2002, upon consideration of plaintiffs' motion to set aside fraudulent conveyance and for the imposition of a constructive trust (docket entry # 13), filed March 29, 2002, to which no response has been received to date, it is hereby ORDERED that:

1. Plaintiffs' motion is GRANTED as unopposed;
2. The conveyance of real property located at 6 Shaffer Avenue, H&PT, Lot 1, Clearfield County, DuBois, Pennsylvania, 15801; 500-502 First Street, 2H, Lot. No. 55, Clearfield County, DuBois, Pennsylvania, 15801; and 115 1/2 East Weber Avenue, K & Part L No. 136, Clearfield County, DuBois, Pennsylvania, 15801, by defendant Edward Dworetzky and his wife Kathleen Dworetzky to their daughter, is set aside and voided pursuant to 12 Pa. Cons. Stat. § 5107; and

3. Defendant Edward Dworetzky and his wife Kathleen Dworetzky are appointed Trustees Maleficio, and these properties shall be held in a constructive trust pending further Order of this Court.

ENTERED

MAY 2 - 2002

BY THE COURT:

CLERK OF COURT


Stewart Dalzell, J.

EXHIBIT G

ARACOR Search and Abstract Services, Inc.
One Penn Center, 1617 J.F.K. Boulevard, Suite 305
Philadelphia, Pennsylvania 19103
(215) 496-0900
FAX (215) 496-0904

RECORD OWNER AND LIEN CERTIFICATE

Effective Date: 11/8/2002

Order Number: A70184
Client Number: 1249865

Premises: 500-502 FIRST STREET, CITY OF DUBOIS
CLEARFIELD COUNTY
PA

Based upon the examination of evidence in the appropriate public records, Company certifies that the premises endorsed hereon are subject to the liens, encumbrances and exceptions to title hereinafter set forth. This Certificate does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as an abstractor for its negligence, mistakes or omissions in a sum not to exceed Two Thousand Dollars.

DESCRIPTION

ALL THAT CERTAIN piece or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less.

KNOWN and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot no. 55 and having erected thereon two 2 story frame residential dwellings.

Tax Parcel #7-3-28-9475

ATTACHED TO AND FORMING A PART OF RECORD OWNER AND LIEN CERTIFICATE

Order Number: A70184

Client Number: 1249865

RECORD OWNER

TITLE TO SAID PREMISES IS VESTED IN Edward Dworetzky and Kathleen Dworetzky, Husband and Wife by Deed from William L. Rhone and Gretchen M. Rhone, Husband and Wife, dated 3/11/2000 and recorded 4/13/2000 in Instrument #200004971.

Subject to the encumbrances and claims as follows:

TAXES:

Receipts for Township, County and School Taxes for the years 1999 to 2001, inclusive.
Township, County and School Taxes for current year 2002.
(Payment should be verified)
Assessment \$9,200.00 (Tax Parcel #7-3-28-9475)

WATER AND SEWER RENTS:

Receipts for Water and Sewer Rents for the years 1999 to 2001.
Water and Sewer Rents for current year 2002.
(Payment should be verified)

MECHANICS AND MUNICIPAL CLAIMS: None

MORTGAGES:

1. \$53,100.00 - Edward Dworetzky and Kathleen Dworetzky, Husband and Wife
To: Greater Atlantic Mortgage Corporation
Dated: 4/10/2000 Recorded: 4/13/2000
Instrument #200004972
Mortgagee's Addr: 8230 Old Courthouse Road, Suite 520, Vienna, VA 22182

ATTACHED TO AND FORMING A PART OF RECORD OWNER AND LIEN CERTIFICATE

Order Number: A70184

Client Number: 1249865

JUDGMENTS: None

BANKRUPTCIES: None

REQUIREMENTS/EXCEPTIONS:

1. **IMPORTANT NOTICE:** Notice required under Rule 3129 for any possible outstanding support obligations filed of record or with the Domestic Relations section of the County, and the Commonwealth of Pennsylvania, Department of Welfare.
2. Possible additional assessment for taxes on any new construction or major improvement to premises.
3. Company assumes no liability as to right to surface support nor for any surface subsidence.
4. Subject to any coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.
5. Subject to coal and mining rights.
6. Subject to any and all recorded Rights, Restrictions, Easements, Covenants, etc., that may appear of record.

WJM/drs

EXHIBIT H

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S-2K

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER	
BROKER (Company) <u>Coldwell Banker</u>	PHONE <u>370-1167</u>
ADDRESS _____	FAX _____
BROKER IS THE AGENT FOR SELLER. Designated Agent(s) for Seller, if applicable: _____	
OR	
Broker is NOT the Agent for Seller and is a/an: <input type="checkbox"/> AGENT FOR BUYER <input type="checkbox"/> TRANSACTION LICENSEE	

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER	
BROKER (Company) <u>Hoffe Realty</u>	PHONE <u>371-2150</u>
ADDRESS <u>700 Liberty Blvd</u>	FAX _____
BROKER IS THE AGENT FOR BUYER. Designated Agent(s) for Buyer, if applicable: <u>Hustad Long</u>	
OR	
Broker is NOT the Agent for Buyer and is a/an: <input type="checkbox"/> AGENT FOR SELLER <input type="checkbox"/> SUBAGENT FOR SELLER <input type="checkbox"/> TRANSACTION LICENSEE	

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

1. This Agreement, dated 8/19/05, is between
SELLER(S): SPS

_____ called "Seller," and
BUYER(S): Michael A. Bunk, Elizabeth A. Bunk
_____ called "Buyer."

2. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:
ALL THAT CERTAIN lot or piece of ground with buildings and improvements hereon erected, if any, known as:
500 Walnut Street in the Municipality of Duquesne
County of Clelland in the Commonwealth of Pennsylvania, Zip Code _____
Identification (e.g., Tax ID #: _____; Parcel #: _____; Lot, Block; Deed Book, Page, Recording Date) Map 73-28-5475

3. TERMS (1-02)
(A) Purchase Price Forty Four Thousand U.S. Dollars

which will be paid to Seller by Buyer as follows:

1. Cash or check at signing this Agreement:	\$ <u>10000</u>
2. Cash or check within _____ days of the execution of this Agreement:	\$ _____
3. _____	\$ <u>43,000</u>
4. Cash, cashier's or certified check at time of settlement:	\$ <u>44,000</u>
TOTAL \$ <u>44,000</u>	

(B) Deposits paid on account of purchase price to be held by Broker for Seller, unless otherwise stated here: _____

(C) Seller's written approval to be on or before: _____ or before if Buyer and Seller agree.

(D) Settlement to be on _____

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(G) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes (see Information Regarding Tax Provision); rents; interest on mortgage assumption; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other billable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here: _____

4. FIXTURES & PERSONAL PROPERTY (1-00)

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; window covering hardware, shades and blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: _____

(B) LEASED items (not owned by Seller): _____

(C) EXCLUDED fixtures and items: _____

5. DATES/TIME IS OF THE ESSENCE (1-02)

(A) The said date for settlement and all other dates and times referred to for the performance of any of the obligations of this Agreement are agreed to be of the essence of this Agreement and are binding.

(B) For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement was executed and including the last day of the time period.

(C) The date of settlement is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. Any pre-printed time periods are negotiable and may be changed by striking out the pre-printed text and inserting a different time period acceptable to all parties.

Buyer Initials: EMB/LMB

A/S-2K Page 1 of 8

Seller Initials: [Signature]

 Pennsylvania Association of REALTORS®

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2002 01/02

6. MORTGAGE CONTINGENCY (1-02)☒ **WAIVED.** This sale is NOT contingent on mortgage financing.☐ **ELECTED**

(A) This sale is contingent upon Buyer obtaining mortgage financing as follows:

1. Amount of mortgage loan \$ _____
2. Minimum Term _____ years
3. Type of mortgage _____

4. Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.

5. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

The interest rate and fees provisions required by Buyer are satisfied if a mortgage lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate specified herein with the percentage fees at or below the amount specified herein. Buyer gives Seller the right, at Seller's sole option and as permitted by the mortgage lender and applicable laws, to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender to make the above terms available to Buyer.

(B) Within _____ DAYS (10 days if not specified) of the execution of this Agreement, Buyer will make a completed, written mortgage application for the mortgage terms specified above to a responsible mortgage lender. The Broker for Buyer, if any, otherwise the Broker for Seller, is authorized to communicate with the mortgage lender for the purposes of a listing in the mortgage loan process.

(C) 1. Mortgage commitment date _____. If a written commitment is not received by Seller by the above date, Buyer and Seller agree to extend the mortgage commitment date until Seller terminates this Agreement in writing by notice to Buyer.

2. Upon receipt of a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.

3. Seller has the option to terminate this Agreement in writing, after the mortgage commitment date if the mortgage commitment:

- a. is not valid until the date of settlement, OR

- b. is conditioned upon the sale and settlement of any other property, OR

- c. Contains any other condition not specified in this Agreement that is not satisfied and/or removed in writing by the mortgage lender within _____ DAYS after the mortgage commitment date in paragraph 6 (C) (1).

4. If this Agreement is terminated as specified in paragraphs 6 (C) (1) or (3), or the mortgage loan is not obtained for settlement, all deposit monies paid on account of purchase price will be returned to Buyer. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance, mine subsidence insurance and/or fire insurance with extended coverage, or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to the mortgage lender.

(D) If the mortgage lender requires repairs to the Property, Buyer will, upon receipt, deliver a copy of the mortgage lender's requirements to Seller. Seller will, within _____ DAYS of receipt of the mortgage lender's requirements, notify Buyer whether Seller will make the required repairs at Seller's expense.

1. If Seller chooses to make the required repairs, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.

2. If Seller chooses not to make the required repairs, or if Seller fails to respond within the time given, Buyer will, within _____ DAYS, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the required repairs at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer's permission to make the required repairs, Buyer may, within _____ DAYS of Seller's denial, terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(E) Seller Assists

☒ **NOT APPLICABLE**☐ **APPLICABLE.** Seller will pay:☐ \$ _____, maximum, toward Buyer's costs as permitted by the mortgage lender.☐ _____**FHA/VA, IF APPLICABLE**

(F) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the dollar amount to be inserted is the sales price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at in determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

(G) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement

☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection" (see Notices and Information on Property Condition Inspections). Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.

Buyer's Initials _____ Date _____

(H) Certification We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

7. INSPECTIONS (1-02)

(A) Seller agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by the mortgage lender, if any, or insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of this Agreement. Buyer has the right to attend all inspections.

(B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provisions of this Agreement.

(C) Seller will have heating and all utilities (including fuel(s)) on for the inspections.

(D) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any reports to Broker for Buyer.

8. PROPERTY INSPECTION CONTINGENCY (7-04)

Other provisions of this Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here.

☒ **WAIVED.** Buyer understands that Buyer has the option to request inspection of the Property (see Property Inspection Notices and Environmental Notices). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.☐ **ELECTED**

(A) Within _____ DAYS (15 days if not specified) of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspections and/or certifications completed by licensed or otherwise qualified professionals (see Property Inspection Notices and Environmental Notices). This contingency does not apply to the following existing conditions and/or items: _____

(B) Should Buyer elect to have a home inspection of the Property, as defined in the Pennsylvania Home Inspection Law, (see Information Regarding the Home Inspection Law) such home inspection shall be performed by a full member in good standing of a national home inspection association, or by a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, a licensed or registered professional engineer, or a licensed or registered architect.

- (C) If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will:
- ☐ Option 1. Within the time given for completing inspections:
1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 2. Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 3. Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as may be acceptable to the mortgage lender, if any. Should efforts to reach a mutually acceptable agreement fail, Buyer must choose to accept the Property or terminate this Agreement within the time given for completing inspections and according to the provisions in paragraph 8(C) (Option 1) 1 and 2.
- ☐ Option 2. Within the time given for completing inspections:
1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, UNLESS the total cost to correct the conditions contained in the report(s) is more than \$ _____.
 2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(C) (Option 2) 1, Buyer will deliver the report(s) to Seller within the time given for inspections.
 - a. Seller will, within _____ DAYS of receiving the report(s), inform Buyer in writing of Seller's choice to:
 - (1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to the amount specified in paragraph 8 (C) (Option 2) 1.
 - (2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the report(s) and the amount specified in paragraph 8 (C) (Option 2) 1. This option must be acceptable to the mortgage lender, if any.
 - (3) Not make repairs and not credit Buyer at settlement for any costs to repair conditions contained in the report(s).
 - b. If Seller chooses to make repairs or credit Buyer at settlement as specified in paragraph 8 (C) (Option 2) 2, Buyer will accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.
 - c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or if Seller fails to choose any option within the time given, Buyer will, within _____ DAYS:
 - (1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - (2) Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
9. WOOD INFESTATION INSPECTION CONTINGENCY (1-02)
- ☐ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- ☐ ELECTED
- (A) Within _____ DAYS (15 days if not specified) of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood-Destroying Insect Infestation Inspection Report" from a certified Pest Control Operator and will deliver it and all supporting documents and drawings provided by the Pest Control Operator to Seller. The report is to be more satisfactory to and in compliance with applicable laws, mortgage lenders, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the Property except the following structures which will not be inspected: _____
- (B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active infestation(s), in accordance with applicable laws.
- (C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain a written report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report and corrective proposal to Seller within _____ DAYS of delivering the original inspection report.
- (D) Within _____ DAYS of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether Seller will repair, at Seller's expense and before settlement, any structural damage from active or previous infestation(s).
- (E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- (F) If Seller chooses not to repair structural damage revealed by the report or fails to respond within the time given, Buyer, within _____ DAYS, will notify Seller in writing of Buyer's choice to:
1. Accept the Property with the defects revealed by the inspection, without abatement of price, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's permission, which will not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. If Seller denies Buyer permission to make the repairs, Buyer may, within _____ DAYS of Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
10. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES BUILT BEFORE 1978 (1-02)
- ☐ NOT APPLICABLE
- ☒ APPLICABLE
- (A) Seller represents that Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property, unless checked below.
- ☐ Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.) _____
- (B) Records/Reports: Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property, unless checked below.
- ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property. (List documents) _____
- (C) Buyer's Acknowledgement: Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this Agreement (see Environmental Notices). Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards, as identified in paragraph 10(A) and has received the records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in paragraph 10(B).
- Buyer's Initials _____ Date _____
- (D) RISK ASSESSMENT/INSPECTION: Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer has _____ DAYS to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.
- ☐ WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- ☐ ELECTED
1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards. The risk assessment and/or inspection will be completed within _____ days of the date of this Agreement.

2. Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards, Buyer may deliver to Seller a written list of the specific hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.
3. Seller may, within 7 DAYS of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company and a projected completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been satisfactorily completed on or before the projected completion date.
4. Upon receiving the corrective proposal, Buyer, within 5 DAYS, will:
- Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
5. Should Seller fail to submit a written corrective proposal within the time set forth in paragraph 10(D)3 of this Agreement, Buyer, within 5 DAYS, will:
- Accept the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
6. Buyer's failure to exercise any of Buyer's options within the time limit specified in this paragraph will constitute a WAIVER of this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- (E) Certification: By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.
- 11. STATUS OF RADON (1-02)**
- (A) Seller represents that Seller has no knowledge concerning the presence or absence of radon unless checked below.
- ☐ 1. Seller has knowledge that the Property was tested on the date(s), by the method(s) (e.g., charcoal canister, alpha track, etc.), and with the results of all tests indicated below:
- | DATE | TYPE OF TEST | RESULTS (picocuries/liter or working levels) |
|------|--------------|--|
| | | |
| | | |
| | | |
- COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.
- ☐ 2. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:
- | DATE | RADON REDUCTION METHOD |
|------|------------------------|
| | |
| | |
| | |
- (B) **RADON INSPECTION CONTINGENCY**
- ☒ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see Environmental Notices: Radon). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- ☐ ELECTED. Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property, and will deliver a copy of the test report to Seller within DAYS (15 days if not specified) of the execution of this Agreement. (See Environmental Notices: Radon)
- If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
 - If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will, within 7 DAYS of receipt of the test results:
- ☐ Option 1
- Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID, OR
 - Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures.
- (1) Within 5 DAYS of receiving the corrective proposal, Seller will:
- Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Not agree to the terms of the corrective proposal.
- (2) Should Seller not agree to the terms of the corrective proposal or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, elect to:
- Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
- ☐ Option 2
- Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Submit a written, corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures. Seller will pay a maximum of \$ toward the total cost of remediation and retests, which will be completed by settlement.
- (1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 11(B) (Option 2) b, Seller will, within 5 DAYS of receipt of the cost of remediation, notify Buyer in writing of Seller's choice to:
- Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Contribute toward the total cost of remediation and retests only the amount specified in paragraph 11(B) (Option 2) b.
- (2) If Seller chooses not to pay for the total cost of remediation and retests, or if Seller fails to choose either option within the time given, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to:
- Pay the difference between Seller's contribution in remediation and retests and the actual cost thereof, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
 - Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
- 12. STATUS OF WATER (1-02)**
- (A) Seller represents that the Property is served by:
- ☒ Public Water
- ☐ On-site Water
- ☐ Community Water
- ☐ None
- (B) **WATER SERVICE INSPECTION CONTINGENCY**
- ☒ WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
- ☐ ELECTED
- Buyer has the option, within DAYS (15 days if not specified) of the execution of this Agreement and at Buyer's expense, to deliver to Seller a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service.

- 322 2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the 323
324 inspection company. Seller also agrees to restore the Property, at Seller's expense, prior to settlement. 324
- 325 3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to 325
326 satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller will, within 7 DAYS of receipt of 326
327 the report, notify Buyer in writing of Seller's choice to: 327
- 328 a. Upgrade the water service to the minimum acceptable levels, before a settlement, in which case Buyer accepts the Property and agrees 328
329 to the RELEASE set forth in paragraph 25 of this Agreement, OR 329
- 330 b. Not upgrade the water service. 330
- 331 4. If Seller chooses not to upgrade the service to minimum acceptable levels, or fails to respond within the time given, Buyer will, within 331
332 5 DAYS, either: 332
- 333 a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade 333
334 the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at 334
335 Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in para- 335
336 graph 25 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 DAYS of 336
337 Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be 337
338 returned promptly to Buyer and this Agreement will be VOID, OR 338
- 339 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly 339
340 to Buyer and this Agreement will be VOID. 340
- 341 13. STATUS OF SEWER (1-02) 341
- 342 (A) Seller represents that the Property is served by: 342
- 343 ☐ Public Sewer 343
- 344 ☐ Individual On-lot Sewage Disposal System (See Sewage Notice 1) 344
- 345 ☐ Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable) 345
- 346 ☐ Community Sewage Disposal System 346
- 347 ☐ Ten-acre Permit Exemption (See Sewage Notice 2) 347
- 348 ☐ Holding Tank (See Sewage Notice 3) 348
- 349 ☐ None (See Sewage Notice 1) 349
- 350 ☐ None Available/Permit Limitations in Effect (See Sewage Notice 5) 350
- 351 ☐ 351
- 352 (B) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY 352
- 353 ☐ WAIVED. Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER 353
354 WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement. 354
- 355 ☐ ELECTED 355
- 356 1. Buyer has the option, within DAYS (15 days if not specified) of the execution of this Agreement and at Buyer's expense, to 356
357 deliver to Seller a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system. 357
- 358 2. Seller, at Seller's expense, agrees, if and as required by the inspection company, to locate, provide access to and empty the individual on- 358
359 lot sewage disposal system. Seller also agrees to restore the Property, at Seller's expense, prior to settlement. 359
- 360 3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller will, within 360
361 7 DAYS of receipt of the report, notify Buyer in writing of Seller's choice to: 361
- 362 a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to 362
363 the RELEASE set forth in paragraph 25 of this Agreement, OR 363
- 364 b. Not correct the defects. 364
- 365 4. If Seller chooses not to correct the defects, or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, either: 365
- 366 a. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the 366
367 defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's 367
368 sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in para- 368
369 graph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's 369
370 denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned 370
371 promptly to Buyer and this Agreement will be VOID, OR 371
- 372 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned 372
373 promptly to Buyer and this Agreement will be VOID. 373
- 374 5. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within 25 DAYS 374
375 of receipt of the report, submit a corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the 375
376 remediation company; provisions for payment, including retests; and a projected completion date for corrective measures. Within 376
377 5 DAYS of receiving Seller's corrective proposal, or if no corrective proposal is received within the time given, Buyer will: 377
- 378 a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE 378
379 set forth in paragraph 25 of this Agreement, OR 379
- 380 b. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the 380
381 defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's 381
382 sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in para- 382
383 graph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's 383
384 denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned 384
385 promptly to Buyer and this Agreement will be VOID, OR 385
- 386 c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly 386
387 to Buyer and this Agreement will be VOID. 387
- 388 14. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (7-04) 388
- 389 (A) Seller represents, as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association assessments 389
390 have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon 390
391 Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain 391
392 uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless 392
393 otherwise specified here: 393
- 394 394
- 395 (B) Seller knows of no other potential notices (including violations) and assessments except as follows: 395
- 396 396
- 397 (C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before settlement, Seller will 397
398 notify Buyer in writing, within 5 DAYS of receiving the notice or assessments, that Seller will: 398
- 399 1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth 399
400 in paragraph 25 of this Agreement, OR 400
- 401 2. Not comply with notices and assessments at Seller's expense. 401
- 402 3. If Seller chooses not to comply with notices and assessments, or fails within the time given to notify Buyer if Seller will comply, Buyer 402
403 will notify Seller within 5 DAYS in writing that Buyer will either: 403
- 404 a. Comply with notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR 404
- 405 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer 405
406 and this Agreement will be VOID. 406
- 407 If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the RELEASE set forth in para- 407
408 graph 25 of this Agreement. 408
- 409 (D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation. 409

- (E) If required by law, within 15 DAYS of the execution of this Agreement Seller will order for delivery to Buyer, on or before settlement:
1. A certification from the appropriate municipal department or departments enclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances, AND/OR
 2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the certificate, Seller will, within 5 DAYS of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller will make the required repairs/improvements at Seller's expense.
- If Seller chooses to make the required repairs/improvements, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set forth in paragraph 25 of this Agreement. If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to terminate this Agreement OR make the repairs/improvements at Buyer's expense and with Seller's permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs or if Seller fails to respond within the time given, Buyer may, within 5 DAYS, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
- (F) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here (see Notice Regarding Recreational Cabins).
15. **TITLE, SURVEYS & COSTS (1-02)**
- (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above described real estate will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation of same, if any; (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, or fee for cancellation of same, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney for the preparation of an adequate legal description of the Property (or the correction thereof) will be secured and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be secured and paid for by Buyer.
- (D) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as specified in paragraph 15(A), Buyer will have the option of: (1) taking such title as Seller can give with no change in the purchase price; or (2) being repaid all monies paid by Buyer to Seller on account of purchase price and being reimbursed by Seller for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and for these items specified in paragraph 15(B) items (1), (2), (3) and in paragraph 15(C), in which case there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.
16. **ZONING CLASSIFICATION (1-02)** Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.
- Zoning Classification: _____
- ☐ ELECTED. Within 15 DAYS of the execution of this Agreement, Buyer will verify that the existing use of the Property as _____ is permitted. In the event the use is not permitted, Buyer will, within the time given for verification, notify Seller in writing that the existing use of the Property is not permitted and this Agreement will be VOID, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer. Buyer's failure to respond within the time given will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.
17. **COAL NOTICE**
- ☐ NOT APPLICABLE
- ☒ APPLICABLE
- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERMATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 384.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.
18. **POSSESSION (1-02)**
- (A) Possession is to be delivered by deed, keys and:
1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, AND/OR
 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement. If Property is leased at the execution of this Agreement or unless otherwise specified herein, Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of execution of this Agreement.
- (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without the written consent of Buyer.
19. **RECORDING (3-05)** This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or place of public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.
20. **ASSIGNMENT (3-05)** This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not transfer or assign this Agreement without the written consent of Seller.
21. **DEPOSIT & RECOVERY FUND (1-02)**
- (A) Deposits paid by Buyer within 30 DAYS of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker or party identified in paragraph 3(B), who will retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed check tendered as deposit monies may be held pending the acceptance of this offer.
- (B) Upon termination of this Agreement, the Broker holding the deposit monies will release the deposit monies in accordance with the terms of a fully executed written agreement between Buyer and Seller.
- (C) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit monies is required by the Rules and Regulations of the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written Agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.
- (D) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).
22. **CONDOMINIUM/PLANNED COMMUNITY (HOMESOWNER ASSOCIATION) RESALE NOTICE (1-02)**
- ☐ NOT APPLICABLE
- ☒ APPLICABLE: CONDOMINIUM. Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a unit owners' association. §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association.
- ☐ APPLICABLE: PLANNED COMMUNITY (HOMESOWNER ASSOCIATION). Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. (See Definition of Planned Community Notice). §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act.

THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY.

- (A) Within 15 DAYS of the execution of this Agreement, Seller will submit a request to the association for a Certificate of Resale and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any erroneous information provided by the association and included in the Certificate.
- (C) Buyer may declare this Agreement VOID at any time before Buyer's receipt of the association documents and for 5 days thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring this Agreement void must be in writing; thereafter all deposit monies will be returned to Buyer.
- (D) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation of same, if any; (2) Flood insurance and/or fire insurance with extended coverage, mine subsidence insurance, or fee for cancellation of same, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any.

23. MAINTENANCE & RISK OF LOSS (1-02)

- (A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
- (B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly notify Buyer in writing of Seller's choice to:
1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed system or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. OR
 2. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed system or appliance. If Seller does not repair, replace or offer a credit for the failed system or appliance, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before settlement, whichever is sooner, that Buyer will:
 - a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR
 - b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
- (C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

24. WAIVER OF CONTINGENCIES (1-02) If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, Buyer's failure to exercise any of Buyer's options within the time limits set forth in this Agreement will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

25. RELEASE (1-02) Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termite or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-site sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

26. REPRESENTATIONS (1-02)

- (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers, or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement will not be altered, amended, changed, or modified except in writing executed by the parties.
- (B) It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase the Property in its present condition unless otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- (D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.
- (E) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

27. DEFAULT (1-02)

- (A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in paragraph 3; OR
 2. Furnish false or incomplete information to Seller, Broker(s), or the mortgage lender, if any, concerning Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment; OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (B) Unless otherwise checked in paragraph 27 (C), Seller may elect to retain those sums paid by Buyer, including deposit monies, in one of the following manners:
1. On account of purchase price; OR
 2. As monies to be applied to Seller's damages; OR
 3. As liquidated damages for such breach.
- (C) ☒ Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages.
- (D) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 27 (B) or (C), Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID.

28. MEDIATION (7-96)

- ☐ NOT AVAILABLE
- ☒ WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.
- ☐ ELECTED
- (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.
- (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System (see Mediation Notice).
- (C) This agreement to mediate disputes arising from this Agreement will survive settlement.

Buyer Initials: EMA/MA3

AS-2K Page 7 of 8

Seller Initials: [Signature]

29. SPECIAL CLAUSES (1-02)

(A) The following are part of this Agreement if checked:

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSP-CM)

- ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
- ☐ Tenant-Occupied Property Addendum (PAR Form TOP)

(B)

*This offer is contingent on a line of credit finalized*SUBJECT TO COUNTER OFFER
AND/OR ADDENDUM

Buyer and Seller acknowledge receiving a copy of this Agreement at the time of signing.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.

- ☒ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
- ☒ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
- ☒ Buyer has read and understands the notices and explanatory information set forth in this Agreement.
- ☒ Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law (see Information Regarding the Real Estate Seller Disclosure Law).
- ☒ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

BUYER'S MAILING ADDRESS: 971 Treasure Lake
DuBois PA 15801BUYER'S CONTACT NUMBER(S): 919-375-0463WITNESS [Signature] BUYER Elizabeth M. [Signature] DATE 8-19-05WITNESS [Signature] BUYER [Signature] DATE 8-19-05

WITNESS _____ BUYER _____ DATE _____

WITNESS _____ BUYER _____ DATE _____

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Broker's/Licensees' Certifications (check all that are applicable):

- ☐ Regarding Lead-Based Paint Hazards Disclosures: Required if Property was built before 1978: The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief. Acknowledgement: The Licensees involved in this transaction have informed Seller of Seller's obligations under The Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and are aware of their responsibility to ensure compliance.

- ☐ Regarding FHA Mortgages: The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

- ☐ Regarding Mediation: The undersigned ☐ Broker for Seller ☐ Broker for Buyer agree to submit to mediation in accordance with paragraph 28 of this Agreement.

BROKER FOR SELLER (Company Name) Coldwell Banker

ACCEPTED BY _____ DATE _____

BROKER FOR BUYER (Company Name) Hoffman RealtyACCEPTED BY [Signature] DATE 8/19/05

Select Portfolio Servicing, Inc.
Addendum to Real Estate Purchase Contract

LOAN NO.: 4000141160

NOTICE: The property that is the subject of this Addendum is subject to prior sale or withdrawal from the market at any time, without notice, and Select Portfolio Servicing, Inc. reserves the right to consider and reject any and all offers received for the property. Any offer to purchase must be based solely on the purchaser's own investigation and no representations or warranties will be made by Select Portfolio Servicing, Inc. except as may be provided in this Addendum, and any sale will be subject to the terms and conditions of this Addendum.

THIS ADDENDUM TO REAL ESTATE PURCHASE CONTRACT ("Addendum") is made a part of, and incorporated into, that certain Real Estate Purchase Contract dated the 19th day of Aug, 2005 ("Contract") between Seller and Purchaser with regard to the Property (as such terms are defined below). This Addendum and the Contract are sometimes herein referred to collectively as the "Agreement."

"Seller" Name: Select Portfolio Servicing, Inc., as attorney-in-fact
 "Purchaser" Name: Michael A & Elizabeth M. Bugar
 "Property" address: 500- 502 FIRST STREET
DUBOIS, PA 15801

Closing Date: 9/20/05Purchase Price: 44,000

Lead Paint Disclosure:

Does the Property include a residential dwelling built prior to 1978? Check One (X) Yes;
 () No. If yes, the parties must complete the attached Disclosure Of Information On Lead-Based Paint and/or Lead-Based Paint Hazards.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Not Binding Until Accepted By Seller.** Notwithstanding any verbal acknowledgment by Seller or any agent of Seller, Purchaser acknowledges and agrees that the Agreement is not binding on Seller unless and until approved by Seller's management and this Addendum is executed by all parties. The date of execution by Seller of this Addendum shall be referred to herein as the "Seller Acceptance Date." Notwithstanding Seller's acceptance, Purchaser acknowledges and agrees that the Property is subject to prior sale or withdrawal from the market by Seller at any time, without notice, and Seller reserves the right to consider and reject any and all offers received for the Property including Purchaser's offer.
2. **Purchase Price.** The purchase price ("Purchase Price") for the Property shall be paid to Seller in certified funds at the Closing (defined below).
3. **Earnest Money.** Immediately following Seller's acceptance of the Agreement, escrow will be opened by both parties with an escrow agent designated by Seller or otherwise acceptable to Seller. Purchaser shall deposit with Seller or Seller's escrow agent an earnest money deposit equal to the greater of 3% of the Purchase Price or \$1,000.00 ("Earnest Money") within 24 hours of Seller's written acceptance of the Agreement.
4. **Time of the Essence: Closing Date.**
 - (a) Subject to Seller's right to extend the Closing Date (defined below), the parties agree that time is of the essence with respect to all dates specified herein, and Purchaser's performance under the Agreement and any addenda, riders or amendments thereto.
 - (b) The closing of the purchase and sale of the Property ("Closing") shall be held in the offices of Seller's attorney or agent, or at a place designated and approved by Seller, unless otherwise required by applicable law. The date of the Closing ("Closing Date") shall take place on or before the date set forth on page 1 of this Addendum, or within five (5) days of final loan approval by Purchaser's lender, whichever is earlier, unless the Closing Date is extended in a writing signed by Seller and Purchaser pursuant to Section 4(c) or otherwise extended by Seller under the terms of Section 19 of this Addendum. If the Closing does not occur by the Closing Date, or in any written extension, the Agreement shall automatically terminate and Seller shall retain any Earnest Money as liquidated damages.
 - (c) In the event Purchaser requests an extension of the Closing Date (which request shall be made in writing) and the Seller agrees to the extension, Purchaser shall pay to Seller a per diem extension fee ("Extension Fee") in the amount of \$100.00 for each calendar day through and including the Closing Date specified in the written extension agreement. The Extension Fee shall be deposited in certified funds with Seller or other party designated by Seller at the time of Purchaser's request to extend the Closing Date. Purchaser acknowledges and agrees that Seller will incur carrying costs related to any extension of the Closing Date and accordingly that the Extension Fee shall not be credited to Buyer at Closing and shall be in addition to the Purchase Price. The Extension Fee shall be nonrefundable to Purchaser except in the event Seller terminates the Agreement pursuant to Section 19.
5. **Financing Contingency.** Purchaser's obligation to purchase the Property under the Agreement (check one: () IS () IS NOT contingent on Purchaser obtaining financing for the purchase of the Property.
 - (a) If Purchaser's obligation to purchase the Property is contingent on financing, Purchaser shall apply for and diligently pursue thereafter a loan at prevailing rates, terms and conditions. Purchaser shall complete and submit to a mortgage lender an application for a mortgage loan within three (3) calendar days of the Seller Acceptance Date. Purchaser shall use diligent efforts to obtain a mortgage loan commitment within fifteen (15) days of the date of Seller Acceptance Date. If, despite Purchaser's diligent efforts, Purchaser cannot obtain a mortgage loan commitment within the specified period, then either Purchaser or Seller may terminate the Agreement by giving written notice to the other party. In the event of a proper and timely termination of the Agreement under this Section 5(a), the Earnest Money shall be returned to Purchaser and the parties shall have no further obligation to each other under the Agreement.
 - (b) Purchaser shall ensure that the lender selected by Purchaser to finance the sale shall provide applicable funding to the settlement agent selected by Seller on or before the date of settlement. Purchaser shall further ensure that the selected lender shall provide all lender prepared closing documentation to the settlement agent no later than 48 hours prior to settlement. Purchaser acknowledges and agrees that Purchaser shall be in default under Section 20 of this Addendum if Purchaser's lender fails to fund and/or provide closing documentation as required by this Section 5(b), and that any extensions to Closing shall be subject to the provisions of Section 4(c) of this Addendum.

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Select Portfolio Servicing, Inc.
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6. Inspection.

(a) On or before the date that falls seven (7) calendar days after the Seller Acceptance Date, Purchaser shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property; otherwise, Purchaser shall be deemed to have waived such inspection and any objections to the condition of the Property and to have accepted the condition of the Property for all purposes. Purchaser shall keep the Property free and clear of liens and indemnify and hold Seller harmless from all liability claims, demands, damages, and costs related to Purchaser's inspection. Purchaser shall promptly repair all damages arising from or caused by the inspections.

(b) Purchaser shall not directly or indirectly cause any inspection to be made by any government building or zoning inspector or government employee without the prior written consent of Seller, unless such inspection is required by law. In any event, Purchaser shall provide written notice to Seller prior to any inspection to be made by any government building or zoning inspector or government employee.

(c) If Seller has winterized the Property and Purchaser desires to have the Property inspected, the listing agent will have the Property dewinterized prior to inspection and rewinterized after inspection. Purchaser agrees to pay the expense of the foregoing dewinterization and rewinterization in advance to the listing agent. All amounts paid under this provision shall be nonrefundable.

(d) Within three (3) calendar days of receipt of any inspection report prepared by or for Purchaser, but not later than ten (10) days from the Seller Acceptance Date, whichever first occurs, Purchaser will provide written notice to Seller of any disapproved items. Purchaser's failure to provide written notice shall be deemed as acceptance of the condition of the Property. Upon request by Seller, Purchaser shall provide to Seller, at no cost, complete copies of all inspection reports upon which Purchaser's disapproval of the condition of the Property is based. In no event shall Seller be obligated to make any repairs or replacements whatsoever that may be indicated in Purchaser's inspection reports. Seller may, in its sole discretion, make such repairs to the Property under the terms described in Section 8 of this Addendum. If Seller elects not to repair the Property, Purchaser may cancel the Agreement not later than ten (10) days from the Seller Acceptance Date and the Earnest Money shall be returned to Purchaser. If Seller elects to make any such repairs to the Property, Seller shall notify Purchaser after completion of the repairs and Purchaser shall have three (3) days from the date of notice to inspect the repairs and notify Seller of any disapproved items. Purchaser's failure to disapprove in writing such repairs shall be deemed as Purchaser's acceptance thereof.

(e) In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of Seller. Upon request, Purchaser will be allowed to review the report to obtain the same information and knowledge Seller has about the condition of the Property but Purchaser acknowledges that the inspection reports were prepared for the sole use and benefit of Seller. Purchaser shall not rely upon any such inspection reports obtained by Seller in making a decision to purchase the Property.

(f) If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Purchaser, at Purchaser's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws of the condominium, the planned unit development or the cooperative within seven (7) days of the Seller Acceptance Date. Seller agrees to use reasonable efforts, as determined in Seller's sole discretion, to assist Purchaser in obtaining a copy of the covenants, conditions and restrictions and bylaws. Purchaser will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Purchaser does not notify Seller in writing, within ten (10) days of the Seller Acceptance Date, of Purchaser's objection to the covenants, conditions and restrictions and/or bylaws.

(g) This Section 6(g) shall govern and apply if the Property includes a residential dwelling built prior to 1978. The parties agree to execute and deliver the attached DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS. Unless Purchaser has waived the right to conduct an inspection, the following shall apply:

OPPORTUNITY TO CONDUCT A LEAD PAINT RISK ASSESSMENT OR INSPECTION:

Purchaser's obligation to purchase the Property is conditioned upon Purchaser's approval of a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection ("Risk Assessment") of the Property shall be paid for by Purchaser and shall be conducted by individuals or entities of Purchaser's choice. Seller shall cooperate in making the Property available for the Risk Assessment.

The deadline for Purchaser to complete and review the Risk Assessment ("Risk Assessment Deadline") shall be (Check one box):

☒ ten calendar days after Seller Acceptance Date; OR

☐ calendar days after Seller Acceptance Date.

If the results of the Risk Assessment are not acceptable to Purchaser, Purchaser may either (a) provide written objections to Seller as provided in Section 6 of this Addendum; or (b) immediately cancel the Agreement by providing written notice of cancellation to Seller by the Risk Assessment Deadline, together with a copy of the Risk Assessment report. Upon receipt of a copy of Purchaser's written notice of cancellation, the Earnest Money shall be returned to Purchaser.

If Purchaser does not immediately cancel the Agreement as provided above, Purchaser may, by the Risk Assessment Deadline, provide Seller with written objections and a copy of the Risk Assessment report. Purchaser and Seller shall have seven (7) calendar days after Seller's receipt of the objections ("Response Period") in which to agree in writing upon a manner of resolving Purchaser's objections. Seller may, but shall not be required to, resolve Purchaser's objections.

If Purchaser and Seller have not agreed in writing upon the manner of resolving Purchaser's objections, Purchaser may cancel the Agreement by providing written notice to Seller no later than three (3) calendar days after expiration of the Response Period. Upon receipt of a copy of Purchaser's written notice of cancellation, the Earnest Money shall be returned to Purchaser.



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If Purchaser does not deliver a written objection to Seller regarding the results of the Risk Assessment, or cancel the Agreement, any objections to the results of the Risk Assessment shall be deemed waived by Purchaser and Purchaser shall take the Property "AS-IS" with regard to any lead-based paint or lead-based paint hazards that may be present in the Property.

7. **Condition of Property.** PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, RIGHT OF EMINENT DOMAIN OR SIMILAR PROCESS, AND SELLER CONSEQUENTLY HAS NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY PURCHASER AND SELLER, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS-IS," "WHERE-IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS, ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, OR THE EXISTENCE OF MOLD (AS DEFINED BELOW), WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. PURCHASER ACKNOWLEDGES THAT SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE, AND SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES, IMPLIED OR EXPRESS, ORAL OR WRITTEN IN RESPECT TO:

(a) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY OR SAFETY OF THE PROPERTY OR IMPROVEMENTS.

(b) THE CONFORMITY OF THE PROPERTY OR THE IMPROVEMENTS TO ANY ENVIRONMENTAL, ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE.

(c) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS, INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH IF KNOWN TO PURCHASER, WOULD CAUSE PURCHASER TO REFUSE TO PURCHASE THE PROPERTY.

(d) Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to herein as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including, but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repair of the Property. Purchaser acknowledges that if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, Seller does not, in any way warrant the cleaning, repair or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property, and Purchaser has not in any way relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

(e) In the event the Property is affected by an environmental hazard, as determined by Seller, either party may terminate the Agreement. In the event Seller decides to sell the Property to Purchaser and Purchaser agrees to purchase the Property, Purchaser agrees to execute an indemnity and general release at Closing, in a form acceptable to Seller, releasing Seller from any liability related to environmental hazards or conditions on the Property. In the event Purchaser elects not to execute the disclosure and release, the Agreement shall, at Seller's discretion, automatically terminate and be of no further force or effect.

(f) In the event Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, Seller may terminate the Agreement or delay the Closing Date or Purchaser may terminate the Agreement. In the event the Agreement is terminated by either Purchaser or Seller pursuant to this Section 7(f), any Earnest Money shall be returned to Purchaser. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither Purchaser nor Seller terminate the Agreement, Purchaser agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code or regulation and with orders issued in any code enforcement proceeding, and (c) to resolve the deficiencies as soon as possible after the Closing. Purchaser agrees to execute any and all documents necessary or required for Closing by any agency with jurisdiction over the Property. Purchaser further agrees to indemnify Seller from any and all claims or liability arising from Purchaser's breach of this Section 7(f).

(g) The Closing shall constitute acknowledgment by Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to Purchaser. Purchaser agrees that Seller shall have no liability for any claims or losses Purchaser or Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

(h) Purchaser acknowledges and agrees that neither Seller nor Seller's agents have made nor will make any oral or written representation or warranty regarding the accuracy of the address of the Property.

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(i) Purchaser acknowledges and agrees that the Property was acquired through foreclosure, deed in lieu of foreclosure, foreclosure, tax sale, eminent domain or similar process. Accordingly, to the fullest extent allowed by law, Seller shall be exempt from providing or filing any disclosure statement with respect to the Property and Purchaser acknowledges and agrees to assume any disclosure obligations of Seller. Purchaser shall execute and deliver to Seller at or prior to Closing such further documents as Seller or its representatives may request with respect to the foregoing. If disclosures are required by state law, Purchaser hereby agrees to waive such requirements. If required by state law, Purchaser shall, upon request, execute a written waiver of the disclosure provisions of state law.

8. **Repairs.** Unless otherwise provided in Section 28 of this Addendum, Seller shall have no obligation to pay for or perform any inspections or repairs to the Property whatsoever. In the event Seller agrees to pay for or perform any inspections or repairs, this Section 8 shall govern such inspections or repairs.

(a) If Seller has agreed to pay for treatment of wood infesting organisms, Seller shall treat only active infestation. All treatments for wood infesting organisms and other repairs will be completed by a vendor approved by Seller, and will be subject to Seller's satisfaction only. Neither Purchaser nor its representatives shall enter upon the Property to make any repairs and/or treatments prior to the Closing without the prior written consent of Seller. To the extent that Purchaser or its representatives make repairs and/or treatments to the Property prior to the Closing, Purchaser hereby agrees to release and indemnify Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification and provide proof of liability insurance naming Seller as a loss payee, both in a form acceptable to Seller, prior to entry on the Property and commencement of any such repairs or treatments.

(b) Purchaser acknowledges that all repairs and treatments are done for the benefit of Seller and not for the benefit of Purchaser and that Purchaser has inspected or has been given the opportunity to inspect such repairs and treatments. Any repairs or treatments made or caused to be made by Seller shall be completed prior to the Closing. Under no circumstances shall Seller be required to make any repairs or treatments after the Closing Date.

(c) Purchaser acknowledges that the Closing of this transaction shall be deemed Purchaser's reaffirmation that Purchaser is satisfied with the condition of the Property for all purposes and satisfied with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property. Any repairs or treatments shall be performed for functional purposes only, and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. Seller shall not be obligated to obtain or provide to Purchaser any receipts for repairs or treatments, written statements indicating dates or types of repairs or treatments performed, or copies of such receipts or statements, nor any other documentation regarding any repairs and treatments to the Property. SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY WHATSOEVER.

9. **Occupancy Status of Property.**

(a) Purchaser acknowledges that neither Seller nor its representatives, agents or assigns have made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property, unless otherwise noted in Section 28 of this Addendum. Purchaser acknowledges and agrees that the Closing of this transaction shall be deemed Purchaser's reaffirmation that neither Seller nor its representatives, agents or assigns have made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 28 of this Addendum. Seller, its representatives, agents and assigns shall not be responsible for evicting or relocating any tenants or occupants or personal property at the Property prior to or subsequent to the Closing unless otherwise specifically agreed to in writing by Seller.

(b) Purchaser further acknowledges and agrees that Seller is not, to the best of Purchaser's knowledge, holding any security deposits from former or current tenants and has no information as to such security deposits as may have been paid by the former or current tenants to anyone, and Purchaser agrees that no sums representing such tenant security deposits shall be transferred to Purchaser as part of this transaction. Purchaser further agrees to assume all responsibility and liability for the refund of such security deposits to the tenants pursuant to the provisions of applicable laws and regulations. All rent, due and payable and collected from tenants for the month in which the Closing occurs, will be prorated according to the provisions of Section 11 of this Addendum.

(c) Purchaser acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations. Purchaser agrees that as of the Closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, shall be Purchaser's sole responsibility and cost.

(d) If the Property is located in Alabama, Purchaser understands that the Property may be subject to redemption by the prior owner upon payment of certain sums and Purchaser may be dispossessed of the Property. Purchaser is advised to consult with an attorney to fully understand the import and impact of the foregoing. Purchaser acknowledges and agrees Purchaser shall have no recourse against Seller whatsoever in the event the right of redemption is exercised.

10. **Personal Property.** Purchaser acknowledges and agrees that items of equipment, fixtures, and other items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property (collectively, "**Personal Property**") shall not be included in the sale of the Property or the Purchase Price unless each item of Personal Property is specifically described and referenced in Section 28 of this Addendum. Any Personal Property at or on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after the Closing Date. Seller makes no representation or warranty as to the condition of any Personal Property, title thereto, or whether any personal property is encumbered by any liens. Purchaser assumes full responsibility for any Personal Property remaining on the Property at the time of the Closing. ANY PERSONAL PROPERTY SOLD BY SELLER SHALL BE ACCEPTED BY PURCHASER ON AN "AS IS, WHERE IS" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, AND SPECIFICALLY EXCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

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11. Closing Costs and Adjustments.

(a) Purchaser and Seller agree to prorate the following expenses as of Closing and funding: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees, and rents, if any. In determining prorations, responsibility for the day on which funding occurs shall be allocated to Purchaser. Payment of special assessment district bonds and assessments, and payments of homeowner's association of special assessments shall be paid current and prorated between Purchaser and Seller as of the Closing Date with payments not yet due and owing to be assumed by Purchaser without credit toward the Purchase Price. Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property. All prorations shall be based upon a 30-day

month and, except as otherwise provided herein, all such prorations shall be final. Seller shall not be responsible for any amounts due, paid or to be paid after Closing, including, but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the Closing, and Purchaser as current owner of the Property receives the payment, Purchaser will immediately submit the refund to Seller. If the Property is heated or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Purchaser will buy the fuel in the tank at Closing at the current price as calculated by the supplier.

(b) Except as expressly assumed by Seller in Section 28 of this Addendum, Purchaser shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the transaction contemplated by the Agreement.

(c) Purchaser shall pay the cost of any survey. Recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Purchaser in the manner customary for residential real estate transactions in the metropolitan area or city in which the Property is located.

(d) SELLER AGREES TO PAY THE PREMIUM FOR AN OWNER'S POLICY OF TITLE INSURANCE ONLY IF THE OWNER'S POLICY IS ISSUED BY SELLER'S SELECTED TITLE AGENT. NOTWITHSTANDING LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, IF PURCHASER SELECTS A TITLE AGENT TO ISSUE THE OWNER'S POLICY OF TITLE INSURANCE, PURCHASER SHALL BE OBLIGATED TO PAY THE ENTIRE PREMIUM FOR SUCH POLICY AND SELLER SHALL HAVE NO OBLIGATION TO PAY ANY PORTION OF SUCH PREMIUM.

(e) Seller shall pay a real estate commission pursuant to the listing agreement between Seller and Seller's listing broker. Notwithstanding the foregoing, the commission paid by Seller shall be calculated based on the Purchase Price less the value of any Seller concessions, such value to be determined by Seller in Seller's sole and absolute discretion. The real estate commission paid by Seller shall be split equally between Seller's agent and Purchaser's agent and any referral fee to be paid by Seller's agent shall be the sole responsibility of Seller's agent.

(f) All other costs and expenses, including any cost, expense or tax imposed by any state or local entity not otherwise addressed herein, shall be paid by Purchaser.

12. Delivery of Funds. Regardless of local custom, requirements, or practice, upon delivery of the Deed by Seller to Purchaser, Purchaser shall deliver all funds due Seller from the sale in the form of certified check or wire transfer.

13. Governmental Required Permits and Repairs. Except as prohibited by law, if the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit or any form of improvement or repair to the Property (collectively, "Permits and Repairs"), Purchaser acknowledges and agrees that Purchaser shall be responsible for obtaining any and all of the Permits and Repairs at Purchaser's sole cost and expense. Purchaser shall make application for all Permits and Repairs within ten (10) days of the Seller Acceptance Date. Purchaser shall not have the right to delay the Closing due to Purchaser's failure or inability to obtain any required Permits and Repairs. Unless Seller declines to consent to a required inspection or repair to the Property, the failure of Purchaser to obtain and furnish the Permits and Repairs shall constitute a material breach of the Agreement. Notwithstanding the foregoing, neither Purchaser nor its representatives shall enter upon the Property to make any repairs or treatments prior to the Closing without the prior written consent of Seller. To the extent the Purchaser or its representatives make repairs or treatments to the Property prior to the Closing, Purchaser hereby agrees to release and indemnify Seller from and against any and all claims related in any way to the repair and/or treatments and further agrees to execute a release and indemnification and provide proof of liability insurance naming Seller as a loss payee, both in a form acceptable to Seller, prior to entry on the Property and commencement of any such repairs or treatment. If the Property is located in a jurisdiction that requires Permits and Repairs and Seller declines to consent to a required inspection or repair to the Property, the Agreement shall terminate and the Earnest Money shall be refunded to Purchaser.

14. Delivery of Possession of Property. Seller shall deliver possession of the Property to Purchaser at the Closing and funding of the sale. Pursuant to Section 9 of this Addendum, the delivery of possession shall be subject to the rights of any tenants or parties in possession. If Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing and funding without the prior written consent of Seller, such event shall constitute a breach by Purchaser under the Agreement and Seller may terminate this Agreement and Purchaser shall be liable to Seller for damages (including attorneys' fees and costs) caused by any such alteration or occupation of the Property prior to Closing and funding, and Purchaser waives any and all claims for damages or compensation for improvements made by Purchaser to the Property, including but not limited to any claims for unjust enrichment. Without limiting any remedy of Seller under this Addendum at law or in equity, Seller shall also have the right to terminate the Agreement and retain the Earnest Money as liquidated damages for Purchaser's default under this Section.

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15. **Form of Deed.** The deed to be delivered at Closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" in the Agreement shall be construed to refer to such form of deed.

16. **Defects in Title.** If Purchaser raises an objection to title to the Property which, if valid, would make title to the Property uninsurable, Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to Purchaser. If Seller chooses to correct the problem through reasonable efforts, as determined by Seller in its sole and absolute discretion, prior to the Closing Date, including any written extensions, or if title insurance is available from a reputable title insurance company selected by Seller at regular rates containing affirmative coverages for the title objections, then the Agreement shall remain in full force and Purchaser shall perform pursuant to the terms set forth in the Agreement. ~~Seller shall not be obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable or insurable, and any attempt by Seller to remove such title exceptions shall not impose an obligation upon Seller to remove those exceptions.~~ Purchaser acknowledges that Seller's title to the Property may be subject to court approval of a foreclosure or to a mortgagor's right of redemption. In the event Seller is not able to (a) make the title insurable or correct any problems or (b) obtain title insurance from a title insurance company selected by Seller, all as provided herein, either party may terminate the Agreement and any Earnest Money shall be returned to Purchaser and Seller shall have no further obligation or liability to Purchaser hereunder. Section 19(b) of this Addendum also provides that Seller may extend the Closing Date or terminate the Agreement if Seller determines, in Seller's sole and absolute discretion, that Seller is unable to convey insurable title to the Property.

17. **Representations and Warranties.** Purchaser hereby represents and warrants to, and covenants and agrees with, Seller as to the following matters (all representations, warranties and covenants are true on the date hereof and shall be true as of the Closing) with the understanding that Seller is relying on these representations, warranties and covenants in effecting the transactions contemplated hereby:

(a) Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Seller, its servicers, representatives, brokers, employees, agents or assigns;

(b) This Addendum shall be binding and enforceable against Purchaser in accordance with its terms, and upon Purchaser's execution of the additional documents contemplated by this Addendum, they shall be binding and enforceable against Purchaser in accordance with their terms. The execution and delivery of this Addendum and Purchaser's performance of the obligations hereunder does not require any consents or approvals of any third persons;

(c) This Addendum will not, with or without the giving of notice or the lapse of time or both, violate or conflict with, result in a breach of, or constitute a default under, any agreement, contract, lease, license, instrument, or other arrangement to which Purchaser is a party, or by which Purchaser is bound;

(d) Neither Seller nor its servicers, employees, representatives, brokers, agents or assigns, have made any representations or warranties, implied or expressed, relating to the marketability, insurability or condition of the Property or the contents thereof, except as expressly set forth in Section 28 of this Addendum;

(e) Purchaser has not relied on any representation or warranty from the Seller regarding the marketability, insurability or condition of the Property or the contents thereof, or the nature, quality, or workmanship of any repairs made by Seller; and

(f) Purchaser will not occupy, or cause or permit others to occupy, the Property prior to Closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others to occupy the Property after Closing.

18. **WAIVERS BY PURCHASER.** AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY PURCHASER AND SELLER, PURCHASER WAIVES THE FOLLOWING:

(a) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE;
 (b) ANY RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD OR FILE THE CONTRACT, THIS ADDENDUM OR ANY MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;

(c) ANY RIGHT TO INVOKE ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE THAT, IF INVOKED, WOULD PREVENT SELLER FROM CONVEYING THE PROPERTY TO A THIRD-PARTY PURCHASER;

(d) ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING;

(e) ANY AND ALL CLAIMS FOR FAILURE OF CONSIDERATION OR MISTAKE OF FACT AS SUCH CLAIMS RELATE TO THE PURCHASE OF THE PROPERTY OR ENTERING INTO OR EXECUTION OF OR CLOSING UNDER THE AGREEMENT;

(f) ANY REMEDY OF ANY KIND, INCLUDING BUT NOT LIMITED TO RESCISSION OF THE AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THIS ADDENDUM, TO WHICH PURCHASER MIGHT OTHERWISE BE ENTITLED AT LAW OR IN EQUITY, WHETHER BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE;

(g) ANY RIGHT TO TRIAL BY JURY, EXCEPT AS WAIVER THEREOF IS PROHIBITED BY LAW, IN ANY LITIGATION ARISING FROM, OR CONNECTED WITH OR RELATED TO THE AGREEMENT;

(h) ANY CLAIMS FOR LOSSES PURCHASER MAY INCUR AS A RESULT OF PURCHASER'S DUE DILIGENCE, INCLUDING BUT NOT LIMITED TO COST OF ANY INSPECTIONS OF OR REPORTS FOR THE PROPERTY, AND CONSTRUCTION OR REPAIR TO, OR TREATMENT OF THE PROPERTY, OR OTHER DEFECTS WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;

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(i) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO MOLD, LEAD PAINT, FUEL OIL, ALLERGENS OR OTHER TOXIC SUBSTANCES OF ANY KIND;

(j) ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD SELLER RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE MARKETABILITY, INSURABILITY OR CONDITION OF THE PROPERTY, HABITABILITY, LACK OF SUITABILITY AND FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, DISCOVERABLE OR NONDISCOVERABLE;

(k) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS; AND

(l) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO: ANY DISCREPANCY BETWEEN THE PROPERTY'S ADDRESS AND THE PROPERTY INSPECTED BY PURCHASER; THE PROPERTY HAVING AN INCORRECT MUNICIPAL ADDRESS; OR EITHER SELLER'S OR PURCHASER'S AGENT SHOWING PURCHASER AN INCORRECT PROPERTY. IN THE EVENT OF CONFLICT BETWEEN THE MUNICIPAL ADDRESS OF THE PROPERTY AND THE LEGAL DESCRIPTION OF THE PROPERTY, THE LEGAL DESCRIPTION SHALL CONTROL.

References to the "Seller" in this Section 18 shall include Seller and Seller's servicers, representatives, agents, brokers, employees and assigns. In the event that the Purchaser breaches or disregards, or attempts to disavow, any of the representations, warranties or waivers described or contemplated under Section 17 or Section 18 of this Addendum, the Purchaser shall pay all reasonable attorneys fees and costs incurred by the Seller in (i) seeking reaffirmation or enforcement of any such representation, warranty or waiver, or (ii) defending any action initiated by the Purchaser for the purpose of or relating to any such breach, disregard or disavowal, and Purchaser shall pay Five Thousand Dollars (\$5,000.00) as liquidated damages for such attempted or actual breach, disregard or disavowal, which amount shall be in addition to any liquidated damages held or covered by the Seller pursuant to Section 25 of this Addendum.

19. Conditions to Seller's Performance. Seller shall have the unilateral right, at Seller's sole and absolute discretion, to extend the Closing Date or to terminate the Agreement if:

(a) full payment of any mortgage insurance claim related to this loan previously secured by the Property is not confirmed prior to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;

(b) Seller determines, in its sole and absolute discretion, that it is unable to convey insurable title to the Property through a title insurance company selected by Seller at regular rates;

(c) Seller has either sold or has agreed to sell the loan secured by the Property to another party;

(d) full payment of any property, fire or hazard insurance claim, is not confirmed prior to the Closing or the date set forth herein for Closing;

(e) any third party, whether tenant, homeowner's association or otherwise, exercises rights under a right of first refusal, option or similar right to purchase the Property;

(f) Seller determines, in its sole and absolute discretion, that the sale of the Property to Purchaser or any related transactions are in any way associated with illegal activity of any kind;

(g) Seller has transferred and conveyed the Property to a third party;

(h) the Purchaser is the former mortgagor of the Property whose interest was foreclosed, or is related to or affiliated in any way with the former mortgagor, and Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of the Agreement. Such failure to disclose shall constitute default under the Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or

(i) the Purchase Price is insufficient to pay the sum of the closing costs, taxes, commissions, and any liens on or obligations secured by the Property that Seller has agreed to pay hereunder.

In the event Seller elects to terminate the Agreement as a result of any of the foregoing, the Earnest Money shall be returned to Purchaser and the parties shall have no further obligation under the Agreement except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

20. Remedies for Default.

(a) In the event of Purchaser's default, material breach or material misrepresentation of any fact under the terms of the Agreement, Seller, at its option, may retain the Earnest Money and any other funds paid by Purchaser as liquidated damages and/or invoke any other remedy expressly set forth in the Agreement and Seller is automatically released from the obligation to sell the Property to Purchaser and neither Seller nor its representatives, agents, attorneys, successors or assigns shall be liable to Purchaser for any damages of any kind as a result of Seller's failure to sell and convey this Property. PURCHASER ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS ADDENDUM, SELLER SHALL HAVE THE RIGHT TO RETAIN OR SEEK THE RELEASE OF THE EARNEST MONEY UNDER THIS SECTION 20, WITHOUT ANY FURTHER ACTION, CONSENT OR DOCUMENT FROM PURCHASER.

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(b) Seller shall only be in default under the Agreement if Purchaser delivers written notice to Seller detailing the default and Seller fails to cure such default within 20 days of receipt of such written notice (or such longer period of time as may be necessary, provided that Seller diligently pursues such cure). If Seller is in default hereunder or if Seller terminates the Agreement as provided under the provisions of hereof, Purchaser shall be entitled to the return of the Earnest Money as Purchaser's sole and exclusive remedy at law or in equity. Any reference to a return of the Earnest Money in the Agreement shall mean a return of the Earnest Money less any escrow cancellation fees applicable to Purchaser under the Agreement, and less fees and costs payable for services and products provided during escrow at Purchaser's request. Purchaser waives any claim that the Property is unique and Purchaser acknowledges that a return of its Earnest Money can adequately and fairly compensate Purchaser. Upon return of the Earnest Money to Purchaser, the Agreement shall be terminated, and Purchaser and Seller shall have no further liability, no further obligation, and no further responsibility each to the other, and Purchaser and Seller shall be released from any further obligation each to the other in connection with the Agreement, except the rights and obligations that survive pursuant to Section 26 of this Addendum.

(c) Purchaser agrees that Seller shall not be liable to Purchaser for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by Purchaser in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses or any other such expense or cost arising from or related to the Agreement or a breach thereof.

(d) Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of or excuse for any different or subsequent breach.

(e) In the event either party elects to exercise its remedies as described in this Section 20 and the Agreement is terminated, the parties shall have no further obligation under the Agreement except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

21. **Indemnification.** Purchaser agrees to indemnify and fully protect, defend and hold Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors and assigns harmless from and against any and all claims, costs, liens, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

- (a) inspections or repairs made by Purchaser or its agents, employees, contractors, successors or assigns;
- (b) the imposition of any fine or penalty imposed by any governmental entity resulting from Purchaser's failure timely to obtain any permits, approvals, repairs or inspections, or to comply with all applicable laws, rules, ordinances and regulations;
- (c) claims for amounts due and owing by Seller for taxes, homeowner's association dues or assessment, or any other terms prorated at Closing under Section 11 of this Addendum;
- (d) the breach by Purchaser of any of the terms and conditions of the Agreement; and
- (e) Purchaser's or Purchaser's tenants, agents or representatives use or occupancy of the Property prior to Closing and funding.

22. **Risk of Loss.** Regardless of local custom or practice, Purchaser assumes all risk of loss related to damage to the Property. In the event of fire, destruction or other casualty loss to the Property after Seller's acceptance of the Agreement and prior to Closing and funding, Seller may, at its sole discretion, repair or restore the Property, or Seller may terminate the Agreement. If Seller elects to repair or restore the Property, then Seller may, at its sole discretion, limit the amount to be expended. If Seller elects to repair or restore the Property, Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then current condition at the Purchase Price with no reduction thereof by reason of such loss, or terminate the Agreement and receive a refund of any Earnest Money.

23. **Eminent Domain.** In the event that Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either party may terminate the Agreement and the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or liabilities hereunder except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

24. **Keys.** Purchaser understands that if Seller is not in possession of keys, including but not limited to mailbox keys, recreation area keys, gate cards or automatic garage door remote controls, then the cost of obtaining the same will be the responsibility of Purchaser. Purchaser also understands that if the Property includes an alarm system, Seller cannot provide the access code or key, Purchaser shall be responsible for any costs associated with the alarm, changing the access code or obtaining keys. Purchaser is encouraged to re-key the Property after Closing. Purchaser agrees to hold Seller harmless regarding any theft or damage of personal property.

25. **Liquidated Damages.** THE PARTIES ACKNOWLEDGE THAT IN THE EVENT OF ANY MATERIAL DEFAULT BY PURCHASER UNDER THE AGREEMENT, SELLER'S DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO COMPUTE AND THAT THE EARNEST MONEY REPRESENTS A REASONABLE ESTIMATE OF SUCH DAMAGES AS ESTABLISHED BY THE PARTIES THROUGH GOOD FAITH CONSIDERATION OF THE FACTS AND CIRCUMSTANCES SURROUNDING THE TRANSACTION CONTEMPLATED UNDER THE AGREEMENT AS OF THE DATE HEREOF. IN THE EVENT OF SUCH DEFAULT BY PURCHASER UNDER THE AGREEMENT, SELLER SHALL HAVE THE RIGHT (BUT NOT THE OBLIGATION) TO RETAIN SUCH AMOUNTS AS LIQUIDATED DAMAGES. THE PURCHASER HAS INITIALED BELOW TO ESTABLISH THIS INTENT TO LIQUIDATE DAMAGES.

26. **Survival.** Delivery of the Deed to the Property to Purchaser by Seller shall be deemed to be full performance and discharge of all of Seller's obligations under the Agreement. Notwithstanding anything to the contrary to the Agreement, the provisions of Sections 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 25 and 27(a) of this Addendum, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, shall survive the Closing, funding and the delivery of the Deed and/or termination of the Agreement by any party and continue in full force and effect.

AMENDED REV 11
 Select Portfolio Servicing, Inc. (Rev. 8/03/04)
 835067.10

Purchaser's Initials: 17
MA
EB

Select Portfolio Servicing, Inc.
Addendum to Real Estate Purchase Contract

LOAN NO: 4000141160

27. General Provisions.

- (a) **Attorneys' Fees.** If either party commences any litigation or judicial action to determine or enforce any of the provisions of the Agreement, the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including but not limited to reasonable attorneys' fees, costs and expenditures) from the non-prevailing party.
- (b) **Further Assurances.** Purchaser agrees to execute and deliver to Seller at Closing or as otherwise requested by Seller, documents referenced in this Addendum or requested by Seller, and to take such other action as may be reasonably necessary to further the purpose of the Agreement. Copies of referenced documents are available from Seller's listing agent upon request by Purchaser.
- (c) **Severability.** If any provision of this Addendum shall be held to be invalid or unenforceable by any court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Addendum shall remain unaffected and this Addendum shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.
- (d) **Assignment of Agreement.** Purchaser shall not assign the Agreement without the express written consent of Seller. Seller may assign the Agreement at its sole discretion without prior notice to or consent of Purchaser.
- (e) **EFFECT OF ADDENDUM.** IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED TO AND MADE A PART OF THE AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL EXCEPT AS OTHERWISE PROVIDED BY LAW. THIS ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND ANY ESCROW INSTRUCTIONS.
- (f) **Authority.** The undersigned if executing this Addendum and the Contract on behalf of a Purchaser that is a corporation, partnership, trust or other entity, represents and warrants that he or she is authorized by that entity to enter into this Addendum and the Contract and bind the entity to perform any duties and obligations stated in this Addendum and the Contract.
- (g) **Entire Agreement.** The Agreement, including the disclosure of information on lead-based paint or lead-based paint hazard or Seller Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Purchaser and Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants and agreements, whether written or oral and there are no oral, or other written agreements between Purchaser and Seller. NO ORAL PROMISES, REPRESENTATIONS (EXPRESS OR IMPLIED) WARRANTIES OR AGREEMENTS MADE BY SELLER OR BROKER OR ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE DEEMED VALID OR BINDING UPON SELLER UNLESS EXPRESSLY INCLUDED IN THE AGREEMENT. All negotiations are merged into the Agreement. Seller shall not be obligated by any other written or verbal statements made by Seller, Seller's representatives or any real estate licensee.
- (h) **Modification.** No provision, term or clause of the Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Purchaser and Seller.
- (i) **No Third-Party Beneficiaries.** The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors or assigns, that is not a party to the Agreement, nor does it create or establish any third-party beneficiary to the Agreement.
- (j) **Counterparts.** This Addendum may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. This Addendum may be delivered by facsimile.
- (k) **Headings.** The titles to the sections and headings of various paragraphs of this Addendum are placed for convenience of reference only and in case of conflict, the text of the Addendum, rather than such titles or headings, shall control.
- (l) **No Partnership.** The Agreement is not intended to create and does not create a joint venture or partnership between Purchaser and Seller.
- (m) **Gender.** Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.
- (n) **Force Majeure.** Except as provided in Section 22, no party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, acts of terrorism, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workarounds plans or other means.
- (o) **Attorney Review.** Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Agreement; accordingly, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.
- (p) **Notices.** Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid, or by fax with confirmation of transmission to the numbers below. All notices to Seller will be deemed sent or delivered to Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to Purchaser shall be deemed sent or delivered when sent or delivered to Purchaser or Purchaser's attorney or agent at the address or fax number shown below.

Select Portfolio Servicing, Inc.
Addendum to Real Estate Purchase Contract

LOAN NO: 4000141160

(a) Dispute Resolution. Notwithstanding any provision of the Contract to the contrary, the parties acknowledge and agree that any alternative dispute resolution, mediation and/or arbitration provisions contained in the Contract are expressly voided and are of no force or effect.

28. Additional Terms or Conditions.

PURCHASER'S OFFER

Purchaser has executed this Addendum as of the 19 day of Aug, 2005.

Signature: [Signature]
 Print Name (or name if a company): MICHAEL A. BUECK / Elizabeth M. Bueck
 Social Security # (or Tax ID # if a company): _____
 Title (if a company): _____
 Address: 971 TREASURES LAKE, DuBois, PA
 Telephone: 814 375-0863
 Facsimile: 814 371-8845
 Signature: _____
 Print Name (or name if a company): _____
 Social Security # (or Tax ID # if a company): _____
 Title (if a company): _____
 Address: _____
 Telephone: _____
 Facsimile: _____

SELLER'S ACCEPTANCE

Select Portfolio Servicing, Inc., a Delaware corporation

By: [Signature] 8/30/05
 Print Name: _____
 Title: _____
 Date: _____

AGENT ACKNOWLEDGEMENT

With respect to the foregoing Agreement, Seller's agent and Purchaser's agent each acknowledge and agree to the following:

Seller shall pay a real estate commission pursuant to the listing agreement between Seller and Seller's listing broker. Notwithstanding the foregoing, the commission paid by Seller shall be calculated based on the Purchase Price less the value of any Seller concessions, such value to be determined by Seller in Seller's sole and absolute discretion. The real estate commission paid by Seller shall be split equally between Seller's agent and Purchaser's agent and any referral fee to be paid by Seller's agent shall be the sole responsibility of Seller's agent.

Accepted and agreed:
 Seller's Agent:

Print Name: WALTER P MUSCONI II SR
 Signature: [Signature]
 Date: 08/23/05

Purchaser's Agent:

Print Name: _____
 Signature: _____
 Date: _____

Select Portfolio Servicing, Inc.
Addendum to Real Estate Purchase Contract
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

LOAN NO: 4000141160

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazard is present in the housing (explain).(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**Purchaser's Acknowledgment (initial)**(c) ☒ Purchaser has received copies of all information listed above.(d) ☒ Purchaser has received the pamphlet, *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or(ii) ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.**Agent's Acknowledgment (initial)**(f) ☐ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Date: 8/23/05**SELLER:**

Select Portfolio Servicing, Inc., a Delaware corporation

By: [Signature]

Print Name: _____

Title: _____

PURCHASER:Signature: [Signature]Print Name: MANALI A. BUEKDate: 8-24-05**AGENT:**

Signature: _____

Print Name: _____

Date: _____

EXHIBIT I

SELECT PORTFOLIO SERVICING**BID INSTRUCTIONS WORKSHEET**

7000141160

November 4, 2004

TO: Fiorentino, Andrea
 Federman & Phelan
 One Penn Center at Suburban Station
 Atty. Fax # 2155635534

FROM: Tiffany Fox

RE: Loan No.: 4000141160

MSP Bank No.: S02

Borrower(s): EDWARD DWORETZKY / KATHLEEN DWORETZKY

Property Address: 500- 502 FIRST STREET, DUBOIS, PA 15801

Original Note Amount and Date: \$53,100.00 / 04/10/2000

Clayfield
11/5/04

FC SALE DATE IS: 11/05/2004

LOAN ANALYSIS:

Lien Position
 MI Insurance coverage is
 MI Carrier is
 Sheriff's appraisal was:
 Minimum required bid

1st
 0.0%
 GEMICO
 \$
 \$

IS MORE THAN 1 PROPERTY COLLATERALIZED BY THIS MORTGAGE? *N*

If Yes, have attached BPO's for all properties and consolidate values for all properties

Loan Number	4000141160	Date of Data	11/03/04
TOTAL DEBT GOOD THROUGH FC SALE IS:		BID Analysis	
Principal Balance	\$52,586.75	BPO Value as of: 7/21/2004	\$59,000.00
Interest through FC Sale is	\$14,245.08	Model Bid (Taxes Added BACK)	\$46,666.53
Corporate advance	\$8,183.00	Model Taxes (Adj Accordingly)	\$336.06
Escrow advance	\$5,634.12	Sr. Lien Holder Payoff	\$0.00
Late fees	\$79.62	Gross BID	\$46,330.47
NSF fees	\$0.00	Taxes Due at Sale	\$0.00
Restricted escrow	\$0.00	Unpaid legal fees and cost	\$0.00
Suspense balance	\$0.00	Sheriff's Comm.	\$0.00
Interest on advances	\$1,135.63	NET Bid	\$46,330.47
Unpaid legal fees and cost	\$0.00	Net Bid % of Property Value	78.53%
Total Payoff	\$81,864.20	Total Loss Amount	\$ 35,533.73

APPROVALS:

Foreclosure Supervisor

Date

Foreclosure Director

Date

Foreclosure Manager

Date

Default Vice President

Date

ATTORNEY BIDDING INSTRUCTION:

This letter will serve as bidding instructions for the foreclosure sale on the above referenced loan.

Please bid as follows:

- _____ Bid Full Payoff of \$ _____ (includes legal fees & costs not to exceed \$ _____)
- _____ Please bid set amount of \$ _____ (includes legal fees & costs not to exceed \$ _____)
- ☒ Begin bidding at 2/3's of sheriff's appraisal and increase to a maximum bid of \$46,330.47 if competitive bidding occurs. (Atty to add accrued legal fees and costs).

Protect deficiency rights? Yes

If we are the successful bidder, please have the title vested in the name of:

JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as trustee for the holders of the Mortgage Pass-Through Certificates, Series 2000-7

- Notify the undersigned when the FC deed is recorded.
- We require sales results within 24 hours of sale and a final invoice submitted within 5 days of sale.

3815 SOUTH WEST TEMPLE • SALT LAKE CITY, UTAH 84115-4412
 P.O. BOX 65250 • SALT LAKE CITY, UTAH 84165-0250
 TELEPHONE (801) 293-1883 • FACSIMILE (801) 293-1297

NAME E DWORETZK CONTACT NAME EDWARD DWORETZKY

		RATE CHANGES		
		INT FROM	RATE	AMOUNT
PRINCIPAL BALANCE	52,586.75			
INTEREST 11/05/04	14,245.08	07/01/02	11.62500	14,245.08
PRO RATA MIP/PMI	.00	11/05/04		
ESCROW ADVANCE	5,634.12			
ESCROW BALANCE	.00			
SUSPENSE BALANCE	.00			
HUD BALANCE	.00			
REPLACEMENT RESERVE	.00			
RESTRICTED ESCROW	.00			
TOTAL-FEES	1,135.69	W 1		
ACCUM LATE CHARGES	79.62			
ACCUM NSF CHARGES	.00			
OTHER FEES DUE	.00			
PENALTY INTEREST	.00			
FLAT/OTHER PENALTY FEE	.00			
CR LIFE/ORIG FEE RBATE	.00			
RECOVERABLE BALANCE	8,183.00			
		TOTAL INTEREST		14,245.08
		TOTAL TO PAYOFF		81,864.26
		NUMBER OF COPIES: 1		PRESS PF1 TO PRINT

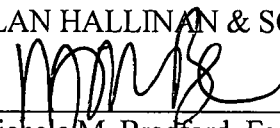
MULTIPLE IR CHANGE PERIODS CROSSED - CALCULATIONS ARE SUSPECT

MT

VERIFICATION

Michele M. Bradford, 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 Plaintiff's Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sheriff's Sale and Divest Interest, Nunc Pro Tunc 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. 4904 relating to unsworn falsification to authorities.

DATE: 1/5/06

PHELAN HALLINAN & SCHMIEG, LLP
BY: 
Michele M. Bradford, Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

The Chase Manhattan Bank as Trustee

of DLJ Trust Series 2000-2

338 South Warminster Road

Hatboro, PA 19040

Plaintiff

ATTORNEY FOR PLAINTIFF

: Court of Common Pleas

: Civil Division

: Clearfield County

: No. 04-144-CD

vs.

Edward Dworetzky

Kathleen Dworetzky

173 Treasure Lake

Dubois, PA 15801

Defendants

CERTIFICATE OF SERVICE

I, Michele Bradford, Esq., hereby certify that true and correct copies of Plaintiff's

Petition for Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale

and Divest Interest and Brief were served by first class mail upon the following:

Edward Dworetzky

Kathleen Dworetzky

173 Treasure Lake

Dubois, PA 15801

Nicholas J. Guiliano, Esquire

One Independence Mall

615 Chestnut Street, Suite 1650

Philadelphia, PA 19106

Theron G. Noble, Esquire

Ferraraccio & Noble

301 East Pine Street

Clearfield, PA 16830

Date: 1/5/06

PHELAN HALLINAN & SCHMIEG, LLP

By: 

Michele M. Bradford, Esquire

Attorney for Plaintiff

FILED

JAN 06 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16141
NO: 04-144-CD

PLAINTIFF: THE CHASE MANHATTAN BANK AS TRUSTEE OF DLJ TRUST SERIES 2000-2
vs.
DEFENDANT: EDWARD DWORETZKY AND KATHLEEN DWORETZKY

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/18/2004

LEVY TAKEN 08/31/2004 @ 11:22 AM

POSTED 08/31/2004 @ 11:22 AM

SALE HELD 11/05/2004

SOLD TO JP MORGAN CHASE BANK (F/K/A THE CHASE MANHATTAN BANK) AS TRUSTEE FOR THE
HOLDERS OF THE MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2000-7

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/17/2004

DATE DEED FILED 02/17/2005

PROPERTY ADDRESS 500-502 FIRST STREET DUBOIS , PA 15801

SERVICES

09/10/2004 @ 6:42 PM SERVED EDWARD DWORETZKY

SERVED EDWARD DWORETZKY, DEFENDANT, AT HIS RESIDENCE 173 TREASURE LAKE, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EDWARD DWORETZKY

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE
LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

09/15/2004 @ SERVED KATHLEEN DWORETZKY

SERVED KATHLEEN DWORETZKY, DEFENDANT, BY REG & CERT MAIL SIGNED FOR BY UNKNOWN
SIGNATURE, ON 9/15/04. CERT #70023150000078545504

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE
LEVY

FILED
6:03:45 PM
FEB 17 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 16141
NO: 04-144-CD

PLAINTIFF: THE CHASE MANHATTAN BANK AS TRUSTEE OF DLJ TRUST SERIES 2000-2

vs.

DEFENDANT: EDWARD DWORETZKY AND KATHLEEN DWORETZKY

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS

248.44
~~\$247.44~~


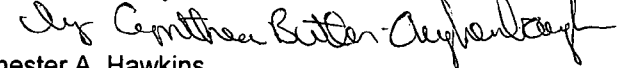
SURCHARGE

\$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,

Chester A. Hawkins
Sheriff

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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 04-144-CD

EDWARD DWORETZKY
KATHLEEN DWORETZKY

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: 500-502 FIRST STREET, DUBOIS, PA 15801

(See legal description attached.)

Amount Due

\$68,248.62

Interest from 6/16/04 to
Date of Sale (\$11.22 per diem)

\$ _____

Total

\$ _____ Plus costs as endorsed.

132.00 Prothonotary costs
Will. L. Hargis
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated 6/18/04
(SEAL)

Received June 18, 2004 @ 2:00 P.M.
Chester A. Staupins
By *Cynthia Butler - Aughenbaugh*

By:

Deputy

JLP

IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

No. 04-144-CD

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

THE CHASE MANHATTAN BANK AS TRUSTEE OF DLJ TRUST
SERIES 2000-2

VS.

EDWARD DWORETZKY
KATHLEEN DWORETZKY

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$68,248.62</u>
Int. from 6/16/04 to Date of Sale (\$11.22 per diem)	_____
Costs	_____
Prothy. Pd.	<u>132.00</u>
Sheriff	_____


Attorney for Plaintiff

Address: 173 TREASURE LAKE, DUBOIS, PA 15801
1341 SOUTHGATE DRIVE, SAINT CHARLES, MO 63304
Where papers may be served.

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

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street, and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less. Known and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot No. 55 and having erected thereon two 2 story frame residential dwellings.

SUBJECT to a right of re-entry in the heirs or assigns of John E. DuBois and Willie G. DuBois if the premises are let, sold, assigned or used for purposes of selling intoxicating liquor thereon.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to William L. Rhone and Gretchen M. Rhone, husband and wife, by deed of Deposit Bank dated March 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199904990.

IDENTIFIED AS TAX PARCEL NO. 7.3-28-9475.

PREMISES ON: 500-502 FIRST STREET

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME EDWARD DWORETZKY

NO. 04-144-CD

NOW, February 07, 2005, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on November 01, 2004, I exposed the within described real estate of Edward Dworetzky And Kathleen Dworetzky to public venue or outcry at which time and place I sold the same to JP MORGAN CHASE BANK (F/K/A THE CHASE MANHATTAN BANK) AS TRUSTEE FOR THE HOLDERS OF THE MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2000-7 he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	14.25
LEVY	15.00
MILEAGE	14.25
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	9.69
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	14.25
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$248.44

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	68,248.62
INTEREST @ 11.2200 %	1,548.36
FROM 06/16/2004 TO 11/01/2004	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$69,836.98
--------------------------------	--------------------

COSTS:

ADVERTISING	324.06
TAXES - COLLECTOR	
TAXES - TAX CLAIM	1,307.58
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	248.44
LEGAL JOURNAL COSTS	189.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS	\$2,375.58
--------------------	-------------------

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

CHESTER A. HAWKINS, Sheriff

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Kathleen Dworetzky
1341 Southgate Drive
Saint Charles, MO 63304

COMPLETE THIS SECTION ON DELIVERY

Signature Kathleen Dworetzky
Received by (Printed Name) Kathleen Dworetzky
Date of Delivery 09/13/2004

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail
☐ Registered
☐ Insured Mail
☐ Express Mail
☒ Return Receipt for Merchandise
☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7002 3150 0000 7854 5504

PS Form 3811, August 2001

Domestic Return Receipt

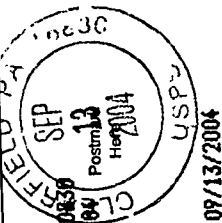
102595-02-M-1540

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
SAINT CHARLES, MO 63304

Postage	\$ 10.60
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 14.65



09/13/2004

Sent To Kathleen Dworetzky

Street, Apt. No., 1341 Southgate Drive

City, State, ZIP+4 Saint Charles, MO 63304

PS Form 3800, June 2002

See Reverse for Instructions

7002 3150 0000 7854 5504

AFFIDAVIT OF SERVICE

PLAINTIFF
THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

CLEARFIELD COUNTY

F&P. #65699

DEFENDANT
EDWARD DWORETZKY
KATHLEEN DWORETZKY

COURT NO.: 04-144-CD

SERVE KATHLEEN DWORETZKY AT:
1341 SOUTHGATE DRIVE
SAINT CHARLES, MO 63304

TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: NOVEMBER 5, 2004

SERVED

Served and made known to Kathleen Dworetzky, Defendant on the 8 day of Sept., 2004, at 5:30 o'clock P. M., at 1341 Southgate Dr, St. Charles, Mo, Commonwealth of Pennsylvania, in the manner described below:

☒ Defendant personally served.

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

Relationship is _____.

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

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

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

☐ _____ an officer of said Defendant's company.

☐ Other: _____.

Description: Age 54 Height 5'6" Weight 155 Race W Sex F Other _____

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

Sworn to and subscribed
 before me this 9 day
 of Sept, 2004.

Notary: My Given By: William Work

FILED ^{EGC}
NO
11:22 AM
SEP 20 2004 ^{CC}

William A. Shaw
 Prothonotary/Clerk of Courts

NOT SERVED

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

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other:

Sworn to and subscribed
 before me this _____ day
 of _____, 200__. By:

Notary:



MARY E. GIVENS
 St. Charles County
 My Commission Expires
 May 15, 2006

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

AFFIDAVIT OF SERVICE

PLAINTIFF
THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

CLEARFIELD COUNTY

F&P. #65699

DEFENDANT
EDWARD DWORETZKY
KATHLEEN DWORETZKY

COURT NO.: 04-144-CD

SERVE EDWARD DWORETZKY AT:
173 TREASURE LAKE
DUBOIS, PA 15801

TYPE OF ACTION
XX Notice of Sheriff's Sale
SALE DATE: NOVEMBER 5, 2004

SERVED

Served and made known to Edward Dworetzky, Defendant on the 10 day of September, 2004, at 6:19 o'clock P. M., at P.O. Box 173, Desirade Court &, Commonwealth of Pennsylvania, in the manner described below: Santa Domingo Court Treasure Lake, Dubois, 15801

- ☒ Defendant personally served.
☐ Adult family member with whom Defendant(s) reside(s).
 Relationship is _____.
☐ Adult in charge of Defendant's residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant's office or usual place of business.
 _____ an officer of said Defendant's company.
☐ Other: _____

FILED No cc
9/10/04
SEP 21 2004

William A. Shaw
 Prothonotary/Clerk of Courts

Description: Age 71 Height 5'10" Weight 235 Race W Sex M Other _____

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

Sworn to and subscribed
 before me this 13th day
 of Sept., 2004.

Notary:

Marilyn A. Campbell

By:

NOT SERVED

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

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant

Other:

Sworn to and subscribed
 before me this _____ day
 of _____, 200____.

By:

Notary:

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

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

OFFICE OF THE PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830

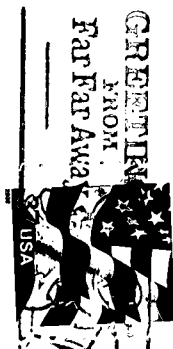
FILED

JUN 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILE

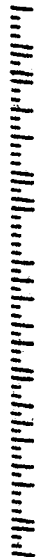
EDWARD DWORETZKY
500-502 FIRST STREET
DUBOIS, PA 15801



- ☒ A ☐ INSUFFICIENT ADDRESS ☐ OTHER
☐ C ☐ ATTEMPTED NOT KNOWN
☐ S ☐ NO SUCH NUMBER/STREET
☐ NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

RTS
RETURN TO SENDER

16830/2448



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

No.: 04-144-CD

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY
500-502 FIRST STREET
DUBOIS, PA 15801

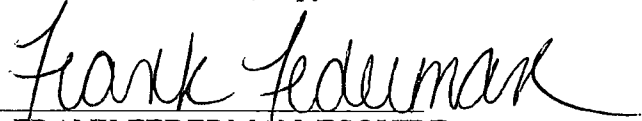
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$65,950.92
Interest (1/31/04 to 6/16/04)	<u>2,297.70</u>
TOTAL	\$68,248.62

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 6/18/04

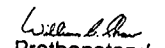

PRO PROTHY

JLP

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

JUN 18 2004

Attest.


Prothonotary/
Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

THE CHASE MANHATTAN BANK AS TRUSTEE OF : COURT OF COMMON PLEAS
DLJ TRUST SERIES 2000-2

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY
Defendants

: NO. 04-144-CD

TO: EDWARD DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

FILE COPY

DATE OF NOTICE: JUNE 2, 2004

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

IMPORTANT NOTICE

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

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

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

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

PENNSYLVANIA LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

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

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

THE CHASE MANHATTAN BANK AS TRUSTEE OF : COURT OF COMMON PLEAS
DLJ TRUST SERIES 2000-2

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY

: NO. 04-144-CD

Defendants

TO: KATHLEEN DWORETZKY
1341 SOUTHGATE DRIVE
SAINT CHARLES, MO 63304

FILE COPY

DATE OF NOTICE: JUNE 2, 2004

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CLEARFIELD COUNTY
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CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982

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P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

Plaintiff

No.: 04-144-CD

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on June 18, 2004.

By: Will [Signature]

DEPUTY

If you have any questions concerning this matter please contact:

Frank Federman

FRANK FEDERMAN, ESQUIRE

Attorney or Party Filing

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

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY
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PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND SHOULD
NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY
ENFORCEMENT OF A LIEN AGAINST PROPERTY.**

OFFICE OF THE PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830

FILED

JUN 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

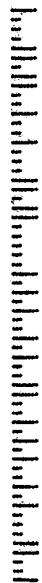
576

KATHLEEN DWORETZKY
500-502 FIRST STREET
DUBOIS.

☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☒ S ☐ NO SUCH NUMBER/STREET
☐ NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

RTS
RETURN TO SENDER

16830-2448,04



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

No.: 04-144-CD

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY
500-502 FIRST STREET
DUBOIS, PA 15801

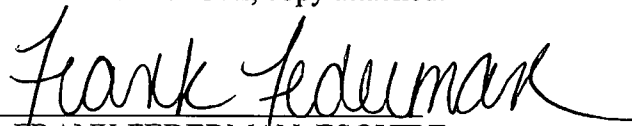
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

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

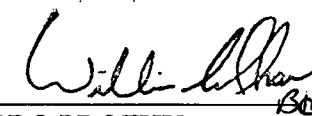
As set forth in Complaint	\$65,950.92
Interest (1/31/04 to 6/16/04)	<u>2,297.70</u>
TOTAL	\$68,248.62

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 6/18/04

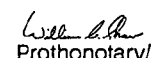

PRO PROTHY

JLP

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

JUN 18 2004

Attest.


Prothonotary/
Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

THE CHASE MANHATTAN BANK AS TRUSTEE OF : COURT OF COMMON PLEAS
DLJ TRUST SERIES 2000-2

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY
Defendants

: NO. 04-144-CD

TO: EDWARD DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

FILE COPY

DATE OF NOTICE: JUNE 2, 2004

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CLEARFIELD COUNTY

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

PENNSYLVANIA LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

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

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

THE CHASE MANHATTAN BANK AS TRUSTEE OF : COURT OF COMMON PLEAS
DLJ TRUST SERIES 2000-2

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY

: NO. 04-144-CD

Defendants

TO: KATHLEEN DWORETZKY
1341 SOUTHGATE DRIVE
SAINT CHARLES, MO 63304

FILE COPY

DATE OF NOTICE: JUNE 2, 2004

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CLEARFIELD COUNTY

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

PENNSYLVANIA LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

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

FEDERMAN AND PHELAN, LLP

By: FRANK FEDERMAN, ESQUIRE

IDENTIFICATION NO. 12248

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

CLEARFIELD COUNTY

No.: 04-144-CD

vs.

EDWARD DWORETZKY

KATHLEEN DWORETZKY

VERIFICATION OF NON-MILITARY SERVICE

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

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

(b) that defendant, EDWARD DWORETZKY, is over 18 years of age, and resides at 173 TREASURE LAKE, DUBOIS, PA 15801 .

(c) that defendant, KATHLEEN DWORETZKY, is over 18 years of age, and resides at 1341 SOUTHGATE DRIVE, SAINT CHARLES, MO 63304.

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


FRANK FEDERMAN, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

Plaintiff

No.: 04-144-CD

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on June 18, 2004.

By: Willi L. Han ~~DEPUTY~~

If you have any questions concerning this matter please contact:

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

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

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

**THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2**

vs.

**EDWARD DWORETZKY
KATHLEEN DWORETZKY**

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

No. 04-144-CD

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

To the Director of the Office of the Prothonotary:

Issue writ of execution in the above matter:

Amount Due

\$68,248.62

Interest from 6/16/04 to
Date of Sale (\$11.22 per diem)

and Costs.

132.00 Prothonotary costs

Frank Federman

Frank Federman, Esquire
Attorney for Plaintiff

One Penn Center at Suburban Station
1617 John F. Kennedy Blvd., Suite 1400
Philadelphia, PA 19103-1814

Note: Please attach description of Property.

JLP

FILED

JUN 18 2004

William A. Shaw
Prothonotary/Clerk of Courts

No. 04-144-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Frank Federman
Attorney for Plaintiff(s)

Address: 173 TREASURE LAKE, DUBOIS, PA 15801
1341 SOUTHGATE DRIVE, SAINT CHARLES, MO 63304
Where papers may be served.

Prothonotary/Clerk of Courts

FILED
JUN 11 11:42 AM
JUN 18 2004
ccable counts
w/ prep. desc. to staff
Aug 20 2000
William A. Shaw
Prothonotary/Clerk of Courts

CLEARFIELD COUNTY

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

No.: 04-144-CD

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

THE CHASE MANHATTAN BANK AS TRUSTEE OF DLJ TRUST SERIES 2000-2, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 500-502 FIRST STREET, DUBOIS, PA 15801:

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

Name

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

EDWARD DWORETZKY

173 TREASURE LAKE
DUBOIS, PA 15801

KATHLEEN DWORETZKY

1341 SOUTHGATE DRIVE
SAINT CHARLES, MO 63304

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

SAME AS ABOVE

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

June 17, 2004

CLEARFIELD COUNTY

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

No.: 04-144-CD

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 2)

THE CHASE MANHATTAN BANK AS TRUSTEE OF DLJ TRUST SERIES 2000-2, Plaintiff in the above action, by its attorney, Frank Federman, Esquire, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 500-502 FIRST STREET, DUBOIS, PA 15801:

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

Name

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

None.

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

Name

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

None.

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

Name

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

None.

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

Name

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

Clearfield County Domestic Relations

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

Name

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

Commonwealth of Pennsylvania
Department of Welfare

PO Box 2675
Harrisburg, PA 17105

Tenant/Occupant

500-502 FIRST STREET
DUBOIS, PA 15801

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

June 17, 2004

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

ATTORNEY FOR PLAINTIFF
COURT OF COMMON PLEAS
CIVIL DIVISION

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000- No.: 04-144-CD
2

vs.

CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY

CERTIFICATION

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

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

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

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

COPY

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

vs.

NO.: 04-144-CD

EDWARD DWORETZKY
KATHLEEN DWORETZKY

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Premises: **500-502 FIRST STREET, DUBOIS, PA 15801**

(See legal description attached.)

Amount Due \$68,248.62

Interest from 6/16/04 to
Date of Sale (\$11.22 per diem) \$

Total \$ Plus costs as endorsed.

13200 Prothonotary costs
Willie L. Hays

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated 6/18/04
(SEAL)

By:

Deputy

JLP

IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

No. 04-144-CD

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

THE CHASE MANHATTAN BANK AS TRUSTEE OF DLJ TRUST
SERIES 2000-2

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Real Debt	<u>\$68,248.62</u>
Int. from 6/16/04 to Date of Sale (\$11.22 per diem)	<u> </u>
Costs	<u> </u>
Prothy. Pd.	<u>132.00</u>
Sheriff	<u> </u>



Attorney for Plaintiff

Address: 173 TREASURE LAKE, DUBOIS, PA 15801
1341 SOUTHGATE DRIVE, SAINT CHARLES, MO 63304
Where papers may be served.

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

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street, and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less. Known and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot No. 55 and having erected thereon two 2 story frame residential dwellings.

SUBJECT to a right of re-entry in the heirs or assigns of John E. DuBois and Willie G. DuBois if the premises are let, sold, assigned or used for purposes of selling intoxicating liquor thereon.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to William L. Rhone and Gretchen M. Rhone, husband and wife, by deed of Deposit Bank dated March 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199904990.

IDENTIFIED AS TAX PARCEL NO. 7.3-28-9475.

PREMISES ON: 500-502 FIRST STREET

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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

No.: 04-144-CD

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY
500-502 FIRST STREET
DUBOIS, PA 15801


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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$65,950.92
Interest (1/31/04 to 6/16/04)	<u>2,297.70</u>
TOTAL	\$68,248.62

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


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Damages are hereby assessed as indicated.

DATE: 6/18/04


PRO PROTHY

JLP

FILED

JUN 18 2004

William A. S.
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

THE CHASE MANHATTAN BANK AS TRUSTEE OF : COURT OF COMMON PLEAS
DLJ TRUST SERIES 2000-2

Plaintiff

: CIVIL DIVISION

Vs.

: CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY
Defendants

: NO. 04-144-CD

TO: EDWARD DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

FILE COPY

DATE OF NOTICE: JUNE 2, 2004

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

IMPORTANT NOTICE

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

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

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

CLEARFIELD COUNTY

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

PENNSYLVANIA LAWYER REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

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

*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

THE CHASE MANHATTAN BANK AS TRUSTEE OF : COURT OF COMMON PLEAS
DLJ TRUST SERIES 2000-2

Plaintiff : CIVIL DIVISION

Vs. : CLEARFIELD COUNTY

EDWARD DWORETZKY : NO. 04-144-CD

KATHLEEN DWORETZKY
Defendants

TO: KATHLEEN DWORETZKY
1341 SOUTHGATE DRIVE
SAINT CHARLES, MO 63304

FILE COPY

DATE OF NOTICE: JUNE 2, 2004

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CLEARFIELD COUNTY

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
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HARRISBURG, PA 17108
800-692-7375

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

FEDERMAN AND PHELAN, LLP

By: FRANK FEDERMAN, ESQUIRE

IDENTIFICATION NO. 12248

ONE PENN CENTER AT SUBURBAN STATION

1617 JOHN F. KENNEDY BLVD., SUITE 1400

PHILADELPHIA, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

CLEARFIELD COUNTY

No.: 04-144-CD

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY

VERIFICATION OF NON-MILITARY SERVICE

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

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

(b) that defendant, EDWARD DWORETZKY, is over 18 years of age, and resides at 173 TREASURE LAKE, DUBOIS, PA 15801 .

(c) that defendant, KATHLEEN DWORETZKY, is over 18 years of age, and resides at 1341 SOUTHGATE DRIVE, SAINT CHARLES, MO 63304.

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


FRANK FEDERMAN, ESQUIRE

FILED

Atty. pd.

20.00

JUN 18 2004

William A. Shaw
Prothonotary/Clerk of Courts

1cc Notice

to Defs.

Statement to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2

Plaintiff

No.: 04-144-CD

vs.


EDWARD DWORETZKY
KATHLEEN DWORETZKY

Defendant(s)

Notice is given that a Judgment in the above captioned matter has been entered
against you on June 18, 2004.

By: _____ DEPUTY

If you have any questions concerning this matter please contact:


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

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

AFFIDAVIT OF SERVICE – CLEARFIELD COUNTY

PLAINTIFF **THE CHASE MANHATTAN BANK
AS TRUSTEE OF DLJ TRUST
SERIES 2000-2**

NO. 04-144-CD

DEFENDANT **KATHLEEN DWORETZKY**

TYPE OF ACTION
XX Mortgage Foreclosure
XX Civil Action

SERVE AT: **1341 SOUTHGATE DRIVE
SAINT CHARLES, MO 63304**

SERVED

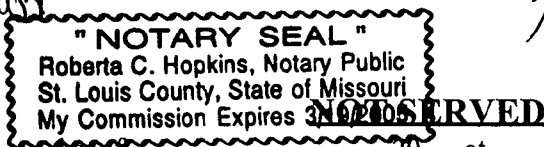
Served and made known to KATHLEEN DWORETZKY, Defendant on the
11 day of MAY, 2004, at 3:20 PM
3 o'clock, P. M., at 1341 SOUTHGATE DRIVE, ST. CHARLES, MO 63304
City in the manner described below:

☒ Defendant personally served.
☐ Adult family member with whom Defendant(s) reside(s).
Relationship is _____.
☐ Adult in charge of Defendant's residence who refused to give name/relationship.
Manager/Clerk of place of lodging in which Defendant(s) reside(s)
☐ Agent or person in charge of Defendant's office or usual place of business.
_____ and officer of said defendant company.
☐ Other: _____.

I, LAUREN J. ANGLIN, a competent adult, being duly sworn according to law, depose and state that I
personally handed to KATHLEEN DWORETZKY
_____ a true and correct copy of the SUBPOENA
issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed
Before me this 13th day
Of May, 2004
Notary: _____

Served By: Lauren J. Anglin



On the _____ day of _____, 20____, at _____ o'clock
_____.M., Defendant NOT FOUND because:
_____. Moved _____ Unknown _____ No Answer _____ Vacant
Other: _____

Sworn to and subscribed
Before me the _____ day
Of _____, 20____. Notary: _____

Not Served By: _____

FEDERMAN AND PHELAN, LLP
Attorneys For Plaintiff
Frank Federman, Esquire – I.D.#12248
Suite 1400- One Penn Center Plaza at Suburban Station
Philadelphia, PA 19103-1799

FILED
JUN 01 2004

William A. Shaw
Prothonotary/Clerk of Courts

cc

FILED
NO
MAY 11 2004
JUN 01 2004
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

THE CHASE MANHATTAN BANK

VS.

Sheriff Docket # 15151

04-144-CD

DWORETZKY, EDWARD & KATHLEEN

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW MARCH 22, 2004 AT 11:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURES ON EDWARD DWORETZKY, DEFENDANT AT RESIDENCE, 173 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDWARD DWORETZKY (2) TWO TRUE AND ATTESTED COPIES OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURES AND MADE KNOWN TO HIM THE CONTENTS THEREOF. THE ADDRESS OF 500-502 FIRST ST., DUBOIS, PA. ARE RENTAL PROPERTIES.

SERVED BY: COUDRIET/RYEN

NOW APRIL 12, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURES "NOT FOUND" AS TO KATHLEEN DWORETZKY, DEFENDANT. MOVED TO ST. LOUIS, MO. TWO YEARS AGO.

Return Costs

Cost	Description
67.75	SHERIFF HAWKINS PAID BY: ATTY CK# 338054
40.00	SURCHARGE PAID BY: ATTY CK# 337989

Sworn to Before Me This

12th Day Of April 2004

William A. Shaw

FILED

APR 12 2004

0 / 8:45 a.m.

William A. Shaw
Prothonotary

WAS

So Answers,

Chester A. Hawkins
My Marilynn Harris

Chester A. Hawkins

Sheriff

3-15-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. S. [Signature]
Deputy Prothonotary

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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUSTSERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 04-144-CD

CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

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.

11-33

FEB 02 2004

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

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

William A. S. [Signature]
Prothonotary
FILED
ATTORNEY FILE CO
PTTIP

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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUSTSERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO.

CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

Defendant(s)

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
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PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
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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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

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

EDWARD DWORETZKY
KATHLEEN DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 04/10/2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to GREATER ATLANTIC MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2000, Page 4972. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2002 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	\$52,586.75
Interest	9,640.35
07/01/2002 through 01/30/2004 (Per Diem \$16.65)	
Attorney's Fees	1,250.00
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Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 64,106.72
Escrow	
Credit	0.00
Deficit	1,844.20
Subtotal	<u>\$ 1,844.20</u>
TOTAL	\$ 65,950.92

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.
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9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
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WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 65,950.92, together with interest from 01/30/2004 at the rate of \$16.65 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

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BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street, and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less. Known and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot No. 55 and having erected thereon two 2 story frame residential dwellings.

SUBJECT to a right of re-entry in the heirs or assigns of John E. DuBois and Willie G. DuBois if the premises are let, sold, assigned or used for purposes of selling intoxicating liquor thereon.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

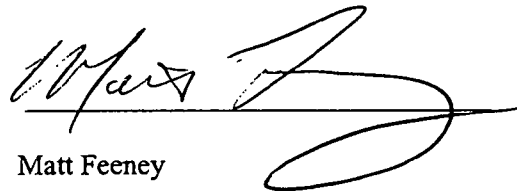
BEING the same premises conveyed to William L. Rhone and Gretchen M. Rhone, husband and wife, by deed of Deposit Bank dated March 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199904990.

IDENTIFIED AS TAX PARCEL NO. 7.3-28-9475.

PREMISES ON: 500-502 FIRST STREET

VERIFICATION

MATT FEENEY hereby states that he is DOCUMENT CONTROL OFFICER of FAIRBANKS CAPITAL CORPORATION mortgage servicing agent for Plaintiff in this matter, that he 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 his 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.

A handwritten signature in black ink, appearing to read 'Matt Feeney', is written over a horizontal line. The signature is stylized with a large, sweeping loop at the end.

Matt Feeney

Document Control Officer

DATE: 1/28/04

3-15-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Smith
Deputy Prothonotary

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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUSTSERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 04-144-CD

CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

Defendant(s)

CIVIL ACTION - LAW
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FILED

11:33

FEB 02 2004

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

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
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William A. Smith
Deputy Prothonotary
CLEARFIELD COUNTY
FILE CO
OFFICE

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CIVIL DIVISION

TERM

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NO.

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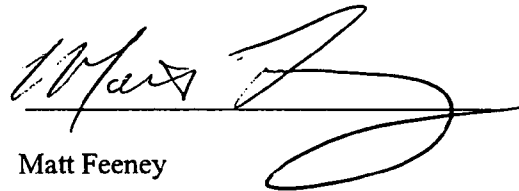
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Matt Feeney

Document Control Officer

DATE: 1/28/04

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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

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KATHLEEN DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

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

FEB 02 2004

Defendant(s)

Attest.

William B. Shaw
Prothonotary/
Clerk of Courts

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COMPLAINT IN MORTGAGE FORECLOSURE

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IDENTIFIED AS TAX PARCEL NO. 7.3-28-9475.

PREMISES ON: 500-502 FIRST STREET

VERIFICATION

MATT FEENEY hereby states that he is DOCUMENT CONTROL OFFICER of FAIRBANKS CAPITAL CORPORATION mortgage servicing agent for Plaintiff in this matter, that he 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 his 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.

A handwritten signature in black ink, appearing to read "Matt Feeny", is written over a horizontal line.

Matt Feeny

Document Control Officer

DATE: 1/28/04

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

ATTORNEY FOR PLAINTIFF

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUSTSERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 04-144-C

EDWARD DWORETZKY
KATHLEEN DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

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

FEB 02 2004

Defendant(s)

Attest.

William L. Pheasant
Prothonotary/
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CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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21
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HATBORO, PA 19040

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

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

3. On 04/10/2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to GREATER ATLANTIC MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2000, Page 4972. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2002 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	\$52,586.75
Interest	9,640.35
07/01/2002 through 01/30/2004 (Per Diem \$16.65)	
Attorney's Fees	1,250.00
Cumulative Late Charges	79.62
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Subtotal	\$ 64,106.72
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Deficit	1,844.20
Subtotal	<u>\$ 1,844.20</u>
TOTAL	\$ 65,950.92

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.
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9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
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WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 65,950.92, together with interest from 01/30/2004 at the rate of \$16.65 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.

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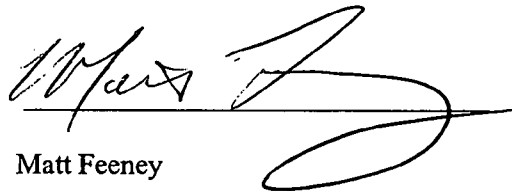
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TERM

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COMPLAINT IN MORTGAGE FORECLOSURE

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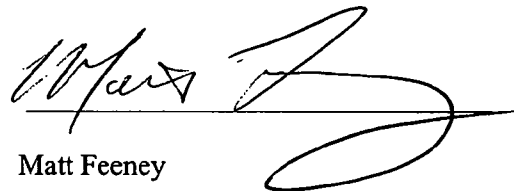
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In, The Court of Common Pleas of Clearfield County, Pennsylvania

THE CHASE MANHATTAN BANK

VS.

DWORETZKY, EDWARD & KATHLEEN

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15151

04-144-CD

SHERIFF RETURNS

NOW MARCH 2, 2004 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURES
"NOT SERVED, TIME EXPIRED" AS TO EDWARD & KATHLEEN DWORETZKY,
DEFENDANTS. NEVER RECEIVED ADDL. SURCHARGE FROM ATTORNEY.

Return Costs

Cost	Description
34.37	SHERIFF HAWKINS PAID BY: ATTY CK# 328122
40.00	SURCHARGE PAID BY: <i>Att</i>

Sworn to Before Me This

22nd Day Of *March* 2004

[Signature]

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

So Answers,

[Signature]
by Marilyn Harper

Chester A. Hawkins
Sheriff

FILED

01/11/15/20
MAR 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

FEDERMAN AND PHELAN, LLP
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07/01/2002 through 01/30/2004 (Per Diem \$16.65)	
Attorney's Fees	1,250.00
Cumulative Late Charges	79.62
04/10/2000 to 01/30/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 64,106.72
Escrow	
Credit	0.00
Deficit	1,844.20
Subtotal	<u>\$ 1,844.20</u>
TOTAL	\$ 65,950.92

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.
10. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 65,950.92, together with interest from 01/30/2004 at the rate of \$16.65 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

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

ALL that certain piece or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street, and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less. Known and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot No. 55 and having erected thereon two 2 story frame residential dwellings.

SUBJECT to a right of re-entry in the heirs or assigns of John E. DuBois and Willie G. DuBois if the premises are let, sold, assigned or used for purposes of selling intoxicating liquor thereon.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

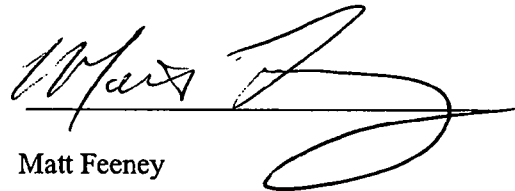
BEING the same premises conveyed to William L. Rhone and Gretchen M. Rhone, husband and wife, by deed of Deposit Bank dated March 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199904990.

IDENTIFIED AS TAX PARCEL NO. 7.3-28-9475.

PREMISES ON: 500-502 FIRST STREET

VERIFICATION

MATT FEENEY hereby states that he is DOCUMENT CONTROL OFFICER of FAIRBANKS CAPITAL CORPORATION mortgage servicing agent for Plaintiff in this matter, that he 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 his 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.

A handwritten signature in black ink, appearing to read "Matt Feeny", is written over a horizontal line.

Matt Feeny

Document Control Officer

DATE: 1/28/04

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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST
SERIES 2000-2

Plaintiff

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

vs.

EDWARD DWORETZKY
KATHLEEN DWORETZKY


Defendants

:
: No. 04-144-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 12, 2004

/cdc, Svc Dept.

FILED

MAR 15 2004

William A. Shaw
Prothonotary

FILED

pc 1:19 6A 02700

MAR 15 2004

William A. Shaw
Prothonotary

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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUSTSERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO.

04-144-00

CLEARFIELD COUNTY

EDWARD DWORETZKY
KATHLEEN DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

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

FILED

FEB 02 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
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

THE CHASE MANHATTAN BANK AS
TRUSTEE OF DLJ TRUST SERIES 2000-2
338 SOUTH WARMINSTER RD
HATBORO, PA 19040

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

EDWARD DWORETZKY
KATHLEEN DWORETZKY
173 TREASURE LAKE
DUBOIS, PA 15801

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

3. On 04/10/2000 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to GREATER ATLANTIC MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 2000, Page 4972. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same.

4. The premises subject to said mortgage is described as attached.

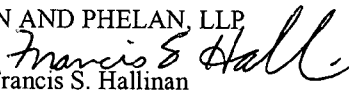
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2002 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$52,586.75
Interest	9,640.35
07/01/2002 through 01/30/2004 (Per Diem \$16.65)	
Attorney's Fees	1,250.00
Cumulative Late Charges	79.62
04/10/2000 to 01/30/2004	
Cost of Suit and Title Search	<u>\$ 550.00</u>
Subtotal	\$ 64,106.72
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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.
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9. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
10. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$ 65,950.92, together with interest from 01/30/2004 at the rate of \$16.65 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 that certain piece or parcel of land situate, lying and being in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on the North by Lot No. 56; on the East by an alley; on the South by Lot No. 54; and on the West by First Street; and being 50 feet wide, more or less, on said First Street, and 50 feet wide, more or less, on the alley in the rear, by 140 feet deep, more or less. Known and numbered in the John E. DuBois Lakeside Addition to the City of DuBois as Lot No. 55 and having erected thereon two 2 story frame residential dwellings.

SUBJECT to a right of re-entry in the heirs or assigns of John E. DuBois and Willie G. DuBois if the premises are let, sold, assigned or used for purposes of selling intoxicating liquor thereon.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

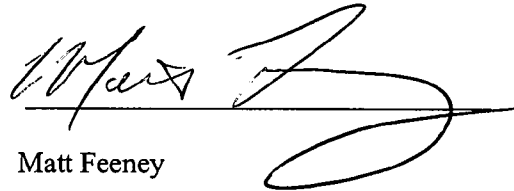
BEING the same premises conveyed to William L. Rhone and Gretchen M. Rhone, husband and wife, by deed of Deposit Bank dated March 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199904990.

IDENTIFIED AS TAX PARCEL NO. 7.3-28-9475.

PREMISES ON: 500-502 FIRST STREET

VERIFICATION

MATT FEENEY hereby states that he is DOCUMENT CONTROL OFFICER of FAIRBANKS CAPITAL CORPORATION mortgage servicing agent for Plaintiff in this matter, that he 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 his 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.



Matt Feeney

Document Control Officer

DATE: 1/28/04

3-15-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

William A. Shaw
Prothonotary

FILED
M 11:33 AM Feb 02 2004
4-22-04

Chase Manhattan Bank vs. Edward Dworetzky, Kathleen Dworetzky

Mortgage Foreclosures

Date		Judge
02/02/2004	✓ Filing: Civil Complaint Paid by: Federman & Phelan Receipt number: 1872938 Dated: 02/02/2004 Amount: \$85.00 (Check) 4 CC to Shff. Property located in City of DuBois.	No Judge
03/15/2004	✓ Filing: Reissue Writ/Complaint Paid by: Federman, Frank Esq (attorney for Chase Manhattan Bank) Receipt number: 1875450 Dated: 03/15/2004 Amount: \$7.00 (Cash) 3 reinstated complaints to Shff.	No Judge
03/22/2004	✓ Now, March 2, 2004, return the within Complaint In Mortgage Foreclosures "NOT SERVED, TIME EXPIRED" as to Edward & Kathleen Dworetzky, Defendants. Never received addl. surcharge from attorney. So Answers, Chester A. Hawkins, Sheriff by, s/Marilyn Hamm	No Judge
04/12/2004	✓ Sheriff Return, Papers served on Defendant, Edward Dworetzky. After diligent search in my bailiwick I return the within Complaint In Mortgage Foreclosures "NOT FOUND" as to Kathleen Dworetzky, Defendant. Moved to St. Louis, Mo. two years ago. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
06/01/2004	✓ Affidavit Of Service, Mortgage Foreclosure upon: Kathleen Dworetzky. filed by, s/Lauren J. McCain no cc	No Judge
06/18/2004	✓ Filing: Judgment Paid by: Federman, Frank Esq (attorney for Chase Manhattan Bank) Receipt number: 1881261 Dated: 06/18/2004 Amount: \$20.00 (Check) Notice to Def. Stmt. to Atty. Judgment entered against Def. in the amount \$ 68,248.62	No Judge
	✓ Filing: Writ of Execution / Possession Paid by: Federman, Frank Esq (attorney for Chase Manhattan Bank) Receipt number: 1881261 Dated: 06/18/2004 Amount: \$20.00 (Check)	No Judge
06/24/2004	✓ Notice of Judgment mailed to Kathleen Dworetzky returned marked "Not Deliverable"	No Judge
	✓ Notice of Judgment mailed to Edward Dworetzky returned marked "Not Deliverable"	No Judge
09/21/2004	✓ Affidavit of Service, Notice of Sheriff's Sale, Defendant personally served on Sept. 8, 2004. No CC	No Judge
	✓ Affidavit of Service of Notice of Sheriff's Sale filed by Atty. Federman. No cc.	No Judge
02/17/2005	✓ Sheriff Return, 9-10-04 Papers served on Defendant Edward Dworetzky . 9-15-04 papers served on Defendant Kathleen Dworetzky. Sale Held 11-05-04 Deed Filed 2-17-05 So Answers Chester A. Hawkins, Sheriff, by s/ Cynthia Butler-Aughenbaugh.	No Judge
01/06/2006	✓ Petition For Supplementary Relief in Aid of Execution Pursuant to Rule 3118 to Confirm Sale And Divest Interest, Nunc Pro Tunc, filed by s/ Michele M. Bradford, Esquire. No CC	No Judge
01/11/2006	✓ Rule, NOW, this 9th day of Jan., 2006, a Rule is entered upon the Def. Rule Returnable on the 6th day of Feb., 2006 at 10:00 a.m. in the Main Courtroom of the Clfd. Co. Courthouse. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Bradford	Fredric Joseph Ammerman
01/20/2006	✓ Certificate of Service, filed. That a true and correct copies of the Rule dated January 9, 2006 were served upon Edward and Kathleen Dworetzky, Theron G. Noble Esq., and Nicholas J. Guiliano Esq. No CC.	No Judge