

04-167-CD  
COUNTRYWIDE HOME LOANS INC. vs. WILLIAM H. SIDELINGER

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-825-6321  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX C-35  
Plano, TX 75024-3632

Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Dubois, PA 15801

Defendant

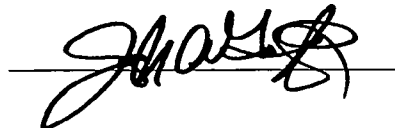
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

Docket No. 04-167-CD

**PRAECIPE TO DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of your costs only.



JOSEPH A. GOLDBECK, JR., ESQUIRE

**FILED** *No CC*  
*m/12:19/2007*  
**JUN 27 2007** *No Certificate Requested*  
William A. Shaw  
Prothonotary/Clerk of Courts

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.

Attorney I.D. #16132

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX C-35

Plano, TX 75024-3632

Plaintiff

vs.

WILLIAM H. SIDELINGER

SHERRY L. SIDELINGER

14 Rumbarger Avenue

Dubois, PA 15801

Defendant

IN THE COURT OF COMMON PLEAS

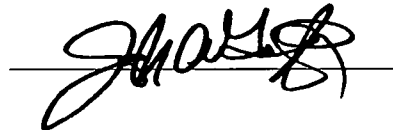
OF CLEARFIELD

Docket No. 04-167-CD

**PRAECIPE TO VACATE JUDGMENT**

TO THE PROTHONOTARY:

Kindly vacate the judgment upon payment of your costs only.



JOSEPH A. GOLDBECK, JR., ESQUIRE

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 500 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
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Plaintiff

vs.

WILLIAM H. SIDELINGER  
SHERRY L. SIDELINGER  
14 Rumbarger Avenue  
Dubois, PA 15801

Defendant

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD

Docket No. 04-167-CD

**ORDER TO VACATE JUDGMENT UPON  
REINSTATEMENT OF MORTGAGE LOAN**

AND NOW, this            day of            , 2007, upon consideration of the attached praecipe, it is hereby ordered that the Prothonotary mark the judgment previously entered in the within proceeding:

"Vacated without prejudice to the continuing validity and lien priority of a mortgage held by Plaintiff which was the subject matter of this action and without prejudice to the institution by plaintiff of a new proceeding under the mortgage loan documents upon a default occurring subsequent to such reinstatement."

BY THE COURT:

\_\_\_\_\_  
J.

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

COUNTRYWIDE HOME LOANS INC.

Sheriff Docket # 15163

VS.

04-167-CD

SIDELINGER, WILLIAM H. & SHERRY L.

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW MARCH 2, 2004 AT 11:35 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHERRY L. SIDELINGER, DEFENDANT AT RESIDENCE, 14 RUMBARGER AVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY L. SIDELINGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: COUDRIET/Ryen

NOW MARCH 2, 2004 AT 11:35 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM H. SIDELINGER, DEFENDANT AT RESIDENCE, 14 RUMBARGER AVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHERRY L. SIDELINGER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: COUDRIET/Ryen

**Return Costs**

Cost	Description
52.87	SHERIFF HAWKINS PAID BY: ATTY CK# 191752
20.00	SURCHARGE PAID BY: ATTY

Sworn to Before Me This

5<sup>th</sup> Day Of May 2004  
*William A. Shaw*

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

So Answers,

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

**FILED**  
019:00 BY *ES*  
MAY 05 2004 *KE*

William A. Shaw  
Prothonotary/Clerk of Courts

# GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER.

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX C-35

Plano, TX 75024-3632

*Plaintiff*

vs.

WILLIAM H. SIDELINGER

SHERRY L. SIDELINGER

**Mortgagor(s) and Real Owner(s)**

14 Rumbarger Avenue

Dubois, PA 15801

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

04-167-50

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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

## NOTICE

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

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

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

## AVISO

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

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

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

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

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Clearfield, PA 16830

814-765-9646

**FILED**

FEB 04 2004

**William A. Shaw  
Prothonotary**

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX C-35 Plano, TX 75024-3632.
2. The name(s) and address(es) of the Defendant(s) is/are WILLIAM H. SIDELINGER, 14 Rumbarger Avenue, Du Bois, PA 15801-1524 and SHERRY L. SIDELINGER, 14 Rumbarger Avenue, Du Bois, PA 15801-1524, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On May 24, 1996 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORP., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book: 1762 Page: 394. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: COUNTRYWIDE HOME LOANS INC. by Assignment of Mortgage dated June 20, 1996 and recorded on April 25, 1997 as Book: 1836 Page: 285; and these documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due October 01, 2003, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$40,178.09
Interest from 09/01/2003	\$1,430.54
through 01/31/2004 at 8.5000%	
Per Diem interest rate at \$9.35	
Attorney's Fee at 5.0% of Principal Balance	\$2,008.90
Late Charges from 10/01/2003 to 01/31/2004	\$85.35
Monthly late charge amount at \$21.34	
Costs of suit and Title Search	\$900.00
	<hr/>
	\$44,602.88
Monthly Escrow amount \$199.66	
	<hr/> <hr/>
	\$44,602.88

7. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale reasonable Attorney's Fees will be charged based on work actually performed.
8. Notice of Intention to Foreclose has been sent to Defendant(s) by Certified Mail, as required by Act 6 of 1974 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A".

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure in the sum of \$44,602.88, together with interest at the rate of \$9.35, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

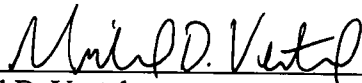
By: Joseph Goldbeck  
**GOLDBECK McCAFFERTY & McKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF



**VERIFICATION**

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

Date: 1-27-07

  
\_\_\_\_\_  
Michael D. Vestal  
COUNTRYWIDE HOME LOANS INC.

**Legal Description:**

**ALL THAT CERTAIN PIECE OF LAND LYING AND SITUATE IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS;**

**BEGINNING AT A POST AT SHAFFER ALLEY; THENCE BY RUMBARGER AVENUE NORTH 62 1/2" WEST 60 FEET TO A POST; THENCE BY LOT OF WHICH THIS IS A PART NORTH 27 1/2" EAST 60 FEET TO A POST; THENCE BY LOT NOW OR FORMERLY OF W.N. PROTHERO (NO. 214), SOUTH 62 1/2" EAST 60 FEET TO A POST; THENCE BY SHAFFER ALLEY SOUTH 27 1/2" WEST 60 FEET TO A POST AT RUMBARGER AVENUE, THE PLACE OF BEGINNING. BEING 60 X 60 FEET AND CONTAINING 3600 SQUARE FEET. BEING PART OF LOT NO. 215 IN JOHN RUMBARGER'S ADDITION TO SAID CITY OF DUBOIS.**

**BEING THE SAME PROPERTY WHICH JOHN P. BALTRUS AND ANDREA BALTRUS, HUSBAND AND WIFE, BY DEED DATED MAY 24, 1996 AND TO BE RECORDED HERewith, GRANTED AND CONVEYED TO WILLIAM H. SIDELINGER AND SHERRY L. SIDELINGER, HUSBAND AND WIFE, THE MORTGAGOR'S HEREIN.**

---



Send Correspondence to:  
P.O. Box  
Plano, TX 75026-0599

Send Payments to:  
P.O. Box  
Dallas, TX 75266-0694

December 2, 2003

Certified Mail No.  
Return Receipt Requested

Sherry L. Sidelinger  
14 Rumbarger Ave  
Du Bois, PA 15801-1024

Account No.: 4067173  
Property Address:  
14 Rumbarger Ave  
Du Bois, PA  
FHA/VA Case #: 4421809572703

**EXHIBIT A**

### NOTICE OF INTENTION TO FORECLOSE

**Countrywide** Home Loans Servicing LP (hereinafter "**Countrywide**") services the home loan described above on behalf of the holder of the promissory note (the "Noteholder"). The home loan is in serious default because the required payments have not been made. The total amount now required to reinstate the loan as of the date of this letter is as follows:

<u>Monthly Payments:</u>	10/01/2003 - 12/31/2003	@	559.66	\$1,678.98
<u>Late Charges:</u>	10/01/2003 - 11/30/2003	@	21.34	\$42.68
<u>Other Charges:</u>	Uncollected Late Charges:			.00
	Uncollected Costs:			6.94
	Partial Payment Balance:			.00
<b>TOTAL DUE:</b>				<b>\$1,728.60</b>

You may cure this default within **THIRTY-FIVE (35) DAYS** of the date of this letter. To cure the default, **Countrywide** must receive the amount of **\$1,728.60**, plus any additional monthly payments, late charges, fees and other applicable charges which may fall due during this period. Such payment must be in the form of certified check, cashier's check or money order, and made payable to **Countrywide** at P.O. Box , Dallas, TX 75266-0694. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment.

If this default is not cured within **THIRTY-FIVE (35) DAYS**, the mortgage payments will be accelerated. This means whatever is owing on the original amount borrowed will be considered due immediately and you may lose the chance to have the original mortgage paid off in monthly installments. If the full payment of the amount of default is not made within **THIRTY-FIVE (35) DAYS**, we also intend to immediately start a lawsuit to foreclose on your mortgaged property.

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the default is cured before we begin legal proceedings against the collateral involved, **Countrywide** and the Noteholder will be entitled to collect the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started the reasonable attorney's fees will have to be paid even if they are over \$50.00. Any attorney's fees will be added to whatever is owed to us, which may also include our reasonable costs. If this default is cured within the thirty-five day period, the attorney's fees will not be required to be paid. **YOU HAVE 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 YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If the default has not been cured within the thirty-five (35) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the foreclosure sale. To do so, the total due, as well as all reasonable attorney's fees and costs incurred in connection with the foreclosure sale (and any other requirements under the mortgage) must be performed.

Pursuant to your loan documents, and because the loan is in default, **Countrywide** may, at its option, enter upon and conduct an inspection of your property. The purpose of this inspection is to observe the physical condition of your property, to verify that the property is occupied and/or to determine the identity of the occupant. The cost of

Please write your account number on all checks and correspondence.

BRCHPA2 04/24/2003

Account Number: 4067173-7  
Sherry L. Sidelinger  
14 Rumbarger Ave

Balance Due for charges listed above: \$1,728.60 as of December 2, 2003

A fee up to \$25.00 (\$40.00 in FL) will be charged for each returned payment except as otherwise limited by law.

BRCHPA2

Additional  
Principal

Additional  
Escrow

Other

Check total

**Countrywide**  
P.O. Box  
Dallas, TX 75266-0694



SEE OTHER SIDE FOR IMPORTANT INFORMATION  
Please do not write below this line.

004067173700000172860000172860

any such inspection will be added to and become a part of the secured debt as provided under the terms of the loan documents.

It is estimated that the earliest date that such a foreclosure sale could be held would be approximately six (6) months from the date of this letter. A notice of the date of the foreclosure sale will be sent to you before the sale. You may find out at any time exactly what the required payment will be by calling us at the following number: 1-800-669-4578. This payment must be in the form of cashier's check, certified check or money order and made payable to us at the address stated above. If this default is cured, the mortgage will be restored to the same position as if no default had occurred. However, the default may not be cured more than three (3) times in any calendar year.

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

Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that **Countrywide** receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Alternatively, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Alternatively, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Alternatively, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with **Countrywide**, you must contact us immediately. If you request assistance, **Countrywide** will need to evaluate whether that assistance will be extended to you. In the meantime, **Countrywide** will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the loan current or to enter into a written agreement for any one of the foreclosure alternatives outlined above on or before January 6, 2004 will result in the acceleration of the debt.

Time is of the essence!! Should you have any questions concerning this notice, please contact **Countrywide's** office immediately at 1-800-669-4578, extension 7149.

*Christen Rocha*

Christen Rocha  
Loan Counselor  
1-800-669-4578, Extension 7149

This communication is from a debt collector.

#### **PAYMENT INSTRUCTIONS**

##### ***Please***

- Make your check payable to *Countrywide Home Loans*
- Write your loan number on your check or money order
- Write in any additional amounts you are including. (If total is more than \$5000, please send certified check.)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

**Payments:** All payments will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

All premium payments for credit life insurance will be applied after application of any principal and interest payments due, but before any other amounts due on your loan are applied.

**Additional amounts.** If you submit an additional principal amount, an additional escrow amount and/or an "other" amount with your regular home loan payment of principal and interest, Countrywide will first apply your home loan payment before any additional amount is applied. If your home loan payments are not current, Countrywide will first apply any additional principal amount and/or additional escrow amount to outstanding principal and interest payments due before either additional amount is applied. Any additional amount specified as "other" will be applied first to past due principal and interest payments, then escrow deficiencies, then late charges, then fees and costs due, then outstanding principal.



Send Correspondence to:  
P.O. Box  
Plano, TX 75026-0599

Send Payments to:  
P.O. Box  
Dallas, TX 75266-0694

December 2, 2003

William H Sidelinger  
14 Rumbarger Ave  
Du Bois, PA 15801-1524

Certified Mail No.  
Return Receipt Requested

Account No.: 4067173  
Property Address:  
14 Rumbarger Ave  
Dubois, PA  
FHA/VA Case #: 4421809572703

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BRCHPA2 04/24/2003

Account Number: 4067173-7  
William H Sidelinger  
14 Rumbarger Ave

Balance Due for charges listed above: \$1,728.60 as of December 2, 2003

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BRCHPA2

Countrywide  
P.O. Box  
Dallas, TX 75266-0694



Additional Principal	
Additional Escrow	
Other	
Check total	

SEE OTHER SIDE FOR IMPORTANT INFORMATION  
Please do not write below this line.

004067173700000172860000172860

any such inspection will be added to and become a part of the secured debt as provided under the terms of the loan documents.

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

Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that **Countrywide** receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Alternatively, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Alternatively, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Alternatively, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with **Countrywide**, you must contact us immediately. If you request assistance, **Countrywide** will need to evaluate whether that assistance will be extended to you. In the meantime, **Countrywide** will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the loan current or to enter into a written agreement for any one of the foreclosure alternatives outlined above on or before January 6, 2004 will result in the acceleration of the debt.

Time is of the essence!! Should you have any questions concerning this notice, please contact **Countrywide's** office immediately at 1-800-669-4578, extension 7149.

*Christen Rocha*

Christen Rocha  
Loan Counselor  
1-800-669-4578, Extension 7149

This communication is from a debt collector.

#### **PAYMENT INSTRUCTIONS**

##### ***Please***

- Make your check payable to **Countrywide Home Loans**
- Write your loan number on your check or money order
- Write in any additional amounts you are including. (If total is more than \$5000, please send certified check.)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

**Payments:** All payments will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

All premium payments for credit life insurance will be applied after application of any principal and interest payments due, but before any other amounts due on your loan are applied.

**Additional amounts.** If you submit an additional principal amount, an additional escrow amount and/or an "other" amount with your regular home loan payment of principal and interest, Countrywide will first apply your home loan payment before any additional amount is applied. If your home loan payments are not current, Countrywide will first apply any additional principal amount and/or additional escrow amount to outstanding principal and interest payments due before either additional amount is applied. Any additional amount specified as "other" will be applied first to past due principal and interest payments, then escrow deficiencies, then late charges, then fees and costs due, then outstanding principal.

**FILED**

FEB 04 2004

William A. Shaw  
Prothonotary