

2004-1041-CD
American Business vs April Kalgren et al

04-1041-CD
AMERICAN BUSINESS MORTGAGE SERVICES VS APRIL L KALGREN
et al

FILED

SEP 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

electronic filing

	2004-1041-CO
	PAVirtualServices@Comcast.net

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

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

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter on the real estate located at **RR1, BOX 18
ROCKTON, PENNSYLVANIA 15856** as follows:

Unpaid Principal Balance	\$115,844.42
Interest	\$16,366.89
Per diem of \$32.15	
To 11/5/04	
Late Charges	\$915.39
(\$101.71 per month to 11/04)	
Escrow Deficit	\$2,000.00
Forced Place Insurance	\$792.22
Prepayment Fee	\$907.00
5% Attorney's Commission	\$5,792.22
TOTAL WRIT	\$142,618.14
	125.00
	Prothonotary costs

**Together with any additional interests, charges and costs to the date of Sheriff's Sale.

By _____
LEON P. HALLER I.D. #15700
ATTORNEY FOR PLAINTIFF
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

Dated: September 22, 2004

Attached is a description of the real estate.

eeK
FILED *ccs:Lowmcts*
m/2/07 8:07 AM w/descr. to
SEP 23 2004 *Shff*
William A. Shaw *Atty pd. 20.00*
Prothonotary/Clerk of Courts

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **RR1, BOX 18 ROCKTON, PENNSYLVANIA 15856**:

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

APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

ANDREW M. KALGREN
7 HOLBROOK ROAD, APT. 2
FREEPORT, ME 04032

2. Name and address of Defendant(s) in the Judgment, if different from that listed in (1) above: **SAME**

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

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

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

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

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: **UNKNOWN**

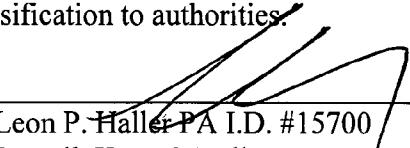
7. Name and address of every other person of whom the Plaintiff has knowledge who has **any interest** in the property which may be affected by the sale:

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

TENANT/OCCUPANT
RR1, BOX 18
ROCKTON, PENNSYLVANIA 15856

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

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


Leon P. Haller PA I.D. #15700
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

American Business Mortgage Services, Inc.

Vs.

NO.: 2004-01041-CD

April L. Kalgren and
Andrew M. Kalgren

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due AMERICAN BUSINESS MORTGAGE SERVICES, INC., Plaintiff(s) from APRIL L. KALGREN and ANDREW M. KALGREN, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE:.....\$115,844.42
INTEREST per diem of \$32.15
to 11/5/04:.....\$16,366.89
ESCROW DEFICIT:.....\$2,000.00
PROTH. COSTS: \$
5% ATTY'S COMM:.....\$5,792.22
PREPAYMENT FEE:.....\$907.00
DATE: 09/23/2004

PAID:.....\$125.00
SHERIFF: \$
LATE CHARGES (\$101.71 per
month to 11/04):.....\$915.39
OTHER COSTS: \$
FORCED PLACE INSURANCE:...\$792.22

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

ALL that certain piece, parcel and lot of land, with improvements thereon, situate, lying and being in Union Township, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the South side of the Rockton Pike at Rice Run; thence in a Southwesterly direction along the meanderings of said Rice Run a distance of 450 feet to a stone; thence in an Easterly direction along other lands now or formerly of Schofield a distance of 360 feet to a stone corner; thence in a Northerly direction along other lands now or formerly of Schofield, a distance of 500 feet to the South side of the Rockton Pike; thence along the South side of Rockton Pike a distance of 100 feet to the place of beginning.

Excepting and reserving out of the above described premises all oil, and gas, situate, lying and being in and under said premises, together with the right to erect derricks, drill for, pipe and remove all of said oil and gas as fully and completely as the same have heretofore been excepted, reserved and conveyed.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: RR1, BOX 18 ROCKTON, PENNSYLVANIA 15856

BEING THE SAME PREMISES WHICH Michael J. Vongeis, Agent/Attorney-in-fact for James V. Giese, by Deed dated 1/14/01 and recorded 1/30/01 in Clearfield County Deed Book 2001, Page 1196, granted and conveyed unto Andrew M. Kalgren and April L. Kalgren.

Assessment #129-F7-8

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.

Plaintiff

vs.

APRIL L. KALGREN AND
ANDREW M. KALGREN

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2064-1041-C0

**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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

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 REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

FILED

11:55 AM

JUL 09 2004



William A. Shaw

Prothonotary/Clerk of Courts

3 Cents to Sheriff

1 Cent to Attorney

AMERICAN BUSINESS MORTGAGE
SERVICES, INC.,

Plaintiff

vs.

APRIL L. KALGREN AND
ANDREW M. KALGREN,

Defendants

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

:
: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

AMERICAN BUSINESS MORTGAGE
SERVICES, INC.,

Plaintiff

vs.

APRIL L. KALGREN AND
ANDREW M. KALGREN,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: CIVIL ACTION - LAW
: ACTION OF MORTGAGE FORECLOSURE
:

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, AMERICAN BUSINESS MORTGAGE SERVICES, INC., is a Corporation, with an address of THE WANAMAKER BUILDING, 100 PENN SQUARE, EAST PHILADELPHIA, PENNSYLVANIA 19107.
2. Defendant, APRIL L. KALGREN, is an adult individual, whose last known address is 1332 SPRUCE HILL ROAD, ROCKTON, PENNSYLVANIA 15856. Defendant, ANDREW M. KALGREN, is an adult individual, whose last known address is 1332 SPRUCE HILL ROAD, ROCKTON, PENNSYLVANIA 15856.
3. On or about, August 30, 2002, the said Defendants, executed and delivered a Mortgage Note in the sum of \$116,000.00 payable to AMERICAN BUSINESS MORTGAGE SERVICES, INC., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth conveying to original Mortgagee the subject premises. The Said Mortgage is incorporated herein by reference.
5. The land subject to the Mortgage is: RR1, BOX 18, ROCKTON, PENNSYLVANIA 15856 and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on July 05, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$115,844.42
Interest at \$32.15 per day From 06/05/2003 To 07/05/2004 (based on contract rate of 9.990%)	\$13,409.09
Accumulated Late Charges	\$508.55
Prepayment Fee	\$792.22
Force Placed Insurance	\$907.00
Attorney's Fee at 5% of Principal Balance	\$5,792.22
TOTAL	\$137,253.50

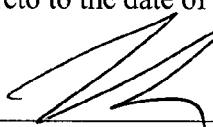
**Together with interest at the per diem rate noted above after July 05, 2004 and other charges and costs to date of Sheriff's Sale.

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 that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time

11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 9.990% (\$32.15 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

PURCELL, KRUG & HALLER

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

NOTE

LOAN ID# 1300933788

Borrower(s): ANDREW L. KALGREN and APRIL L. KALGREN

August 30, 2002

[Date]

STATE COLLEGE

[City]

Pennsylvania

[State]

RR 1 BOX 18, Rockton, PENNSYLVANIA 15856

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 116,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is American Business Mortgage Services Inc

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 5th day of each month beginning on October 05, 2002

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date. If, on 09/05/2032, I still owe amounts under this Note, I will pay those amounts, in full, on that date.

I will make my monthly payments at One Presidential Boulevard, Suite 411, Bala Cynwyd, PA 19004 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,017.13

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

1300933788

PENNSYLVANIA FIXED RATE NOTE - Single Family - With Prepayment Penalty

Page 1 of 4

P105NPA (0106)

VMP MORTGAGE FORMS - (800)521-7291

Initials: AK AK

Exhibit "A"

LOAN ID# 1300933788

LOAN ID# 1300933788
The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amount of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

If I make a full prepayment or a partial prepayment during the first 36 months of the term of the Note, I agree to pay a prepayment charge as follows: in the 1 month through the 36 month of the term of the Note, the prepayment charge will be 5.000% of the amount prepaid; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A; At any time after the 36th month of the term of the Note, I may make a full prepayment or a partial prepayment without charge.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Ten** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **10.000 % of my overdue payment of principal and interest.** I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(R) No Waiver By Note Holder

(D) No Waiver By Note Holder
Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

(2) Payment of Note Holder's Costs and Expenses
If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

7. GIVING OF NOTICES
Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

1300933788

Initials: AK

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

LOAN ID#

1300933788

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. APPLICABLE LAW

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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 given in accordance with Section 15 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.

12. OTHER CHARGES**A. NSF Charge**

If I make a payment under this Note by check, negotiable instrument or other means and the payment is returned to the Note Holder unpaid, I agree to pay the Note Holder a charge for not sufficient funds (NSF charge) in the maximum amount permitted by applicable law.

B. Administrative Charges

Except as limited by applicable law, I agree to pay the Note Holder any administrative charge that the Note Holder may impose in connection with (1) my failure to comply with the terms and conditions of this Note and (2) the release or satisfaction of any mortgage, financing statement or other security instrument appearing on the public record which relates to my obligations under this Note.

1300933788

Initials: AK AK

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

LOAN ID#

1300933788


ANDREW L. KALGREN

(Seal)
-Borrower


APRIL L. KALGREN

(Seal)
-Borrower

[Sign Original Only]

1300933788

UNITED GENERAL TITLE INSURANCE COMPANY
CONTINUATION SCHEDULE FOR USE WITH COMMITMENT OR POLICIES

SCHEDULE A-3 (Continued)

Agent's File No.: **S2-313**

Commitment No.:

Policy No.:

ALL that certain piece, parcel and lot of land, with improvements thereon, situate, lying and being in Union Township, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the South side of the Rockton Pike at Rice Run; thence in a Southwesterly direction along the meanderings of said Rice Run a distance of 450 feet to a stone; thence in an Easterly direction along other lands now or formerly of Schofield a distance of 360 feet to a stone corner; thence in a Northerly direction along other lands now or formerly of Schofield, a distance of 500 feet to the South side of the Rockton Pike; thence along the South side of Rockton Pike a distance of 100 feet to the place of beginning.

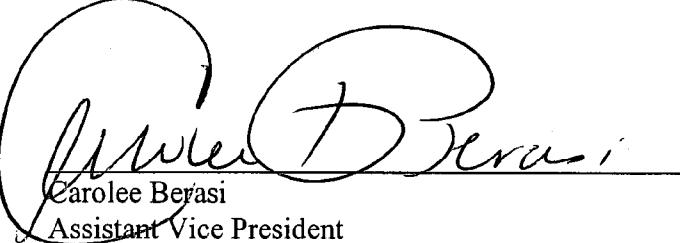
Excepting and reserving out of the above described premises all oil, and gas, situate, lying and being in and under said premises, together with the right to erect derricks, drill for, pipe and remove all of said oil and gas as fully and completely as the same have heretofore been excepted, reserved and conveyed.

BEING the same premises which Michael J. Vongeis, Agent/Attorney-in-Fact for James V. Giesey, a widower, by deed dated January 14, 2001 and recorded January 30, 2001 in Clearfield County in Deed Book Volume 2001 at Page 1196, granted and conveyed unto Andrew M. Kalgren and April L. Kalgren, husband and wife, as tenants by the entireties.

Exhibit "B"

VERIFICATION

Carolee Berasi hereby states that she is Assistant Vice President of American Business Mortgage Services, Inc., f/k/a New Jersey Mortgage and Investment Corp. the plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements made therein are subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.



Carolee Berasi
Assistant Vice President

DATE: JUNE 30, 2004

FILED

JUL 09 2004

William A. Shaw
Prothonotary/Clerk of Courts

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

P R A E C I P E

TO THE PROTHONOTARY OF THE WITHIN COUNTY:

Please enter **JUDGMENT** in rem in favor of the Plaintiff and against Defendant(s) **APRIL L. KALGREN AND ANDREW M. KALGREN** for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid Principal Balance	\$115,844.42
Interest	\$13,409.09
Per diem of \$32.15	
From 06/05/2003	
To 07/05/2004	
Accumulated Late Charges	\$508.55
Prepayment Fee	\$792.22
Force Placed Insurance	\$907.00
5% Attorney's Commission	\$5,792.22
TOTAL	\$137,253.50

**Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By

Leon P. Haller PA I.D. # 15700

1719 North Front Street

Harrisburg, PA 17102

(717) 234-4178

EGK

FILED Atty pd 2000
m/1/4261 1CC&Notice to Defs.
SEP 23 2004 Statement to
Atty

William A. Shaw
Prothonotary/Clerk of Courts

FILED

SEP 23 2004

William A. Shaw
Prothonotary/Clerk of Courts

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE
PURSUANT TO PA. R.C.P. 237.1

I hereby certify that on September 10, 2004 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By _____
Leon P. Haller PA I.D. # 15700
Attorney for Plaintiff
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

AMERICAN BUSINESS MORTGAGE
SERVICES, INC.,

Plaintiff

VS.

APRIL L. KALGREN AND ANDREW M.
KALGREN

Defendant

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2004-1041-CD

CIVIL ACTION LAW
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **September 10, 2004**

TO:

APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

ANDREW M. KALGREN
7 HOLBROOK ROAD, APT. 2
FREEPORT, ME 04032

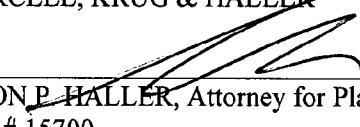
**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

PURCELL, KRUG & HALLER

By 
LEON P. HALLER, Attorney for Plaintiff
I.D. # 15700
1719 N. Front St., Harrisburg, PA 17102
(717) 234-4178

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

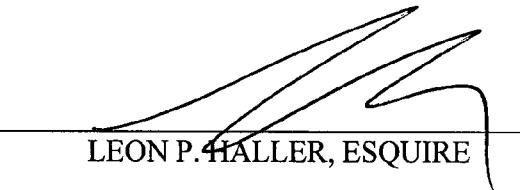
COUNTY OF DAUPHIN :

I, LEON P. HALLER, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

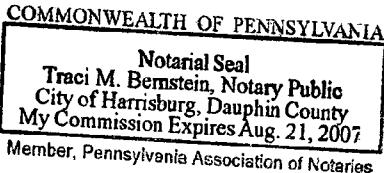
Sworn to and subscribed :

before me this 22 day :

of Sept 20 04 :


LEON P. HALLER, ESQUIRE


Traci M. Bernstein
Notary Public



AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

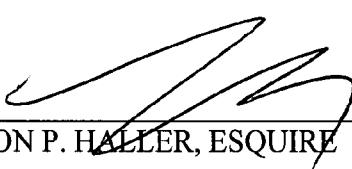
COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County,
LEON P. HALLER, ESQUIRE who being duly sworn according to law deposes and states that the
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

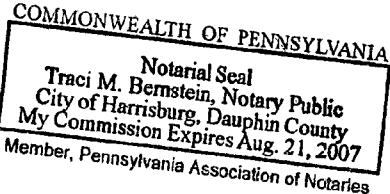
Sworn to and subscribed :

before me this 21 day :

of Sept 20 04 :


LEON P. HALLER, ESQUIRE

Traci M Bernstein
Notary Public



AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on September 23, 2004 the following judgment has been entered against you in the above-captioned matter:

**\$137,253.50 and for the sale and foreclosure of your property located at: RR1, BOX 18
ROCKTON, PENNSYLVANIA 15856**

Dated: September 22, 2004

PROTHONOTARY

Attorney for Plaintiff:

Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to receive this Notice pursuant to PA R.C.P. No. 236

APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

ANDREW M. KALGREN
7 HOLBROOK ROAD, APT. 2
FREEPORT, ME 04032

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

American Business Mortgage Services, Inc.
Plaintiff(s)

No.: 2004-01041-CD

Real Debt: \$137,253.50

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

April L. Kalgren
Andrew M. Kalgren
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: September 23, 2004

Expires: September 23, 2009

Certified from the record this 23rd day of September, 2004.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129.1

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **RR1, BOX 18 ROCKTON, PENNSYLVANIA 15856**:

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

APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

FILED
M 1/33/05 10:55 AM
FEB 10 2005

ANDREW M. KALGREN
7 HOLBROOK ROAD, APT. 2
FREEPORT, ME 04032

William A. Shaw
Prothonotary

2. Name and address of Defendant(s) in the Judgment, if different from that listed in (1) above: **SAME**

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

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

PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):

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

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: **UNKNOWN**

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:

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

TENANT/OCCUPANT
RR1, BOX 18
ROCKTON, PENNSYLVANIA 15856

S&T BANK
ATTN: DARREN BRYAN
P.O. BOX D
BROCKWAY, PA 15824

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

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

Leon P. Haller PA I.D. #15700
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

February 8, 2005

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 12/22/2004, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

ANDREW M. KALGREN
7 HOLBROOK ROAD, APT. 2
FREEPORT, ME 04032

ANDREW M. KALGREN
110 HALEY ROAD
KITTERY MAINE 03904

ANDREW M. KALGREN
PO BOX 14
BAR MILLS, ME 04004

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

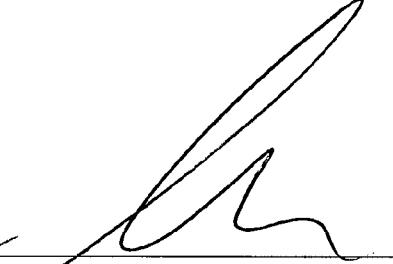
FILED

MAR 31 2005

m/ 12/10/05
William A. Shaw
Prothonotary
no e/c *GK*

TENANT/OCCUPANT
RR1, BOX 18
ROCKTON, PENNSYLVANIA 15856

S&T BANK
ATTN: DARREN BRYAN
P.O. BOX D
BROCKWAY, PA 15824

By 
PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

LAW OFFICES

Purcell, Krug & Haller

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINKA
BRIAN J. TYLER
NICHOLE M. STALEY O'GORMAN

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FAX (717) 234-1206

HERSHEY
(717)533-3836
JOSEPH NISSLEY (1910-1982)
JOHN W. PURCELL
VALERIE A. GUNNOF
COUNSEL

APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

ANDREW M. KALGREN
7 HOLBROOK ROAD, APT. 2
FREEPORT, ME 04032

ANDREW M. KALGREN
110 HALEY ROAD
KITTERY MAINE 03904

ANDREW M. KALGREN
PO BOX 14
BAR MILLS, ME 04004

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

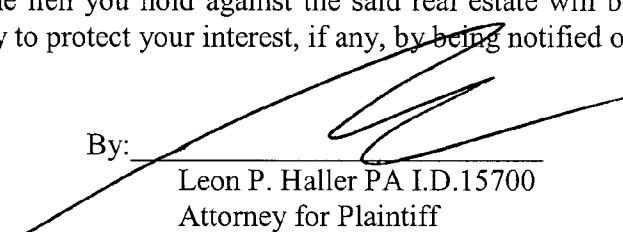
TENANT/OCCUPANT
RR1, BOX 18
ROCKTON, PENNSYLVANIA 15856

S&T BANK
ATTN: DARREN BRYAN
P.O. BOX D
BROCKWAY, PA 15824

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By: 

Leon P. Haller PA I.D.15700
Attorney for Plaintiff

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: **FRIDAY, APRIL 1, 2005**

TIME: **10:00 O'CLOCK A.M. PREVAILING LOCAL TIME**

LOCATION: Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

**RR1, BOX 18
ROCKTON, PENNSYLVANIA 15856**

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 2004-1041-CD

JUDGMENT AMOUNT \$137,253.50

THE NAMES OF THE OWNERS OR REPUTED OWNERS of this property is:

APRIL L. KALGREN AND ANDREW M. KALGREN

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (**for example, to banks that hold mortgages and municipalities that are owed taxes**) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

ALL that certain piece, parcel and lot of land, with improvements thereon, situate, lying and being in Union Township, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the South side of the Rockton Pike at Rice Run; thence in a Southwesterly direction along the meanderings of said Rice Run a distance of 450 feet to a stone; thence in an Easterly direction along other lands now or formerly of Schofield a distance of 360 feet to a stone corner; thence in a Northerly direction along other lands now or formerly of Schofield, a distance of 500 feet to the South side of the Rockton Pike; thence along the South side of Rockton Pike a distance of 100 feet to the place of beginning.

Excepting and reserving out of the above described premises all oil, and gas, situate, lying and being in and under said premises, together with the right to erect derricks, drill for, pipe and remove all of said oil and gas as fully and completely as the same have heretofore been excepted, reserved and conveyed.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: RR1, BOX 18 ROCKTON, PENNSYLVANIA 15856

BEING THE SAME PREMISES WHICH Michael J. Vongeis, Agent/Attorney-in-fact for James V. Giese, by Deed dated 1/14/01 and recorded 1/30/01 in Clearfield County Deed Book 2001, Page 1196, granted and conveyed unto Andrew M. Kalgren and April L. Kalgren.

Assessment #129-F7-8

AFFIDAVIT OF SERVICE

Commonwealth of Pennsylvania

County of Clearfield

Common Pleas Court

Case Number: 2004-1041 Court Date: 3/4/2005

Plaintiff:

AMERICAN BUSINESS MORTGAGE SERVICES, INC.,
vs.

Defendant:

APRIL L. KALGREN AND ANDREW M. KALGREN,

For: Leon Haller
PURCELL, KRUG & HALLER

Received by CHOICE PROCESS - ORLANDO on the 4th day of January, 2005 at 2:08 pm to be served on **ANDREW M. KALGREN, 110 HALEY ROAD, KITTERY, MAINE 03904.** I, JONATHAN CAL, being duly sworn, depose and say that on the 15TH day of JAN, 2005 at 9:48A m., executed service by delivering a true copy of the NOTICE OF SHERIFF'S SALE OF REAL ESTATE PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129 IN MORTGAGE FORECLOSURE in accordance with state statutes in the manner marked below:

() INDIVIDUAL SERVICE: Served the within-named person.

SUBSTITUTE SERVICE: By serving Tim Drummond as
Co-Resident/Roammate

() POSTED SERVICE: After attempting service on ____/____ at ____ and on ____/____ at ____ to a conspicuous place on the property described herein.

() OTHER SERVICE: As described in the Comments below by serving _____ as

() NON SERVICE: For the reason detailed in the Comments below.

COMMENTS: Attempted 1/11, 1/12, 1/14/2005

SERVED ON 1/15/05

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Subscribed and Sworn to before me on the 15TH day
of JAN, 05 by the affiant who is
personally known to me

NOTARY-PUBLIC

ALAN E. GOODMAN
Notary Public, Maine

My Commission Expires September 27, 2009

PROCESS SERVER # _____
Appointed in accordance
with State Statutes

CHOICE PROCESS - ORLANDO
P.O. Box 2466
Orlando, FL 32802
(407) 423-0667

Our Job Serial Number: 2005000081

7160 3901 9848 6924 3413

TO: ANDREW M. KALGREN
7 HOLBROOK ROAD, APT. 2
FREEPORT, ME 04032

SENDER:

REFERENCE:

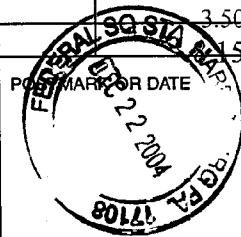
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	.6
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	3.50
	Total Postage & Fees	8.15

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



7160 3901 9848 6924 3420

TO: APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

SENDER:

REFERENCE:

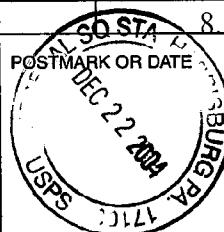
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	6
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	3.50
	Total Postage & Fees	8.15

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



AMERICAN BUSINESS MORTGAGE SERVICES, INC. v. APRIL L. KALGREN ANDREW M. KALGREN
Clearfield County Sale 3-4-05

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

ANDREW M. KALGREN
7 HOLBROOK ROAD, APT. 2
FREEPORT, ME 04032

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Postmark:



AMERICAN BUSINESS MORTGAGE SERVICES, INC. v. APRIL L. KALGREN ANDREW M. KALGREN
Clearfield County Sale

3-4-05

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

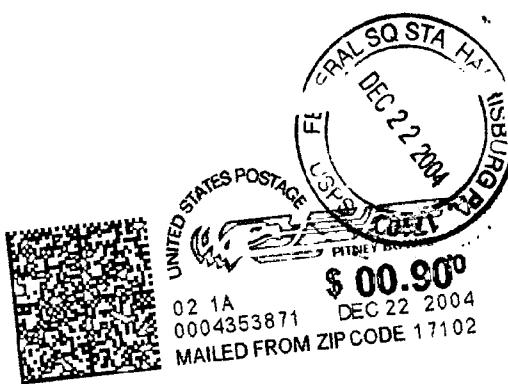
Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:
TENANT/OCCUPANT
RR1, BOX 18
ROCKTON, PENNSYLVANIA 15856

Postmark:



AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

SUPPLEMENTAL
RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 1/24/2005, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

ANDREW M. KALGREN
110 HALEY ROAD
KITTERY MAINE 03904

ANDREW M. KALGREN
PO BOX 14
BAR MILLS, ME 04004

By _____
PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

LAW OFFICES

Purcell, Krug & Haller

1719 NORTH FRONT STREET

HARRISBURG, PENNSYLVANIA 17102-2392

TELEPHONE (717) 234-4178

FAX (717) 234-1206

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINKA
BRIAN J. TYLER
NICHOLE M. STALEY O'GORMAN

HERSHEY

(717)533-3836

JOSEPH NISSLEY (1910-1982)
JOHN W. PURCELL
VALERIE A. GUNNOF
COUNSEL

ANDREW M. KALGREN
110 HALEY ROAD
KITTERY MAINE 03904

ANDREW M. KALGREN
PO BOX 14
BAR MILLS, ME 04004

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By:

Leon P. Haller PA I.D.15700
Attorney for Plaintiff

7160 3901 9848 6925 2217

TO: ANDREW M. KALGREN
110 HALEY ROAD
KITTERY MAINE 03904

SENDER:

REFERENCE:

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	.6
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	3.50
	Total Postage & Fees	8.15

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



7160 3901 9848 6925 2200

TO: ANDREW M. KALGREN
PO BOX 14
BAR MILLS, ME 04004

SENDER:

REFERENCE:

PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	.6
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	3.50
	Total Postage & Fees	8.15

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



Re: ABM VS. KALGREN
CLEARFIELD COUNTY – 03/04/05

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Postmark:

ANDREW M. KALGREN
110 HALEY ROAD
KITTERY MAINE 03904

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

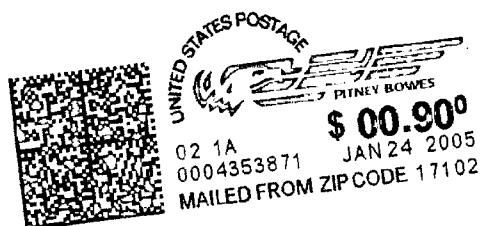
Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Postmark:

ANDREW M. KALGREN
PO BOX 14
BAR MILLS, ME 04004



AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

SUPPLEMENTAL
RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 2/09/2005, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

S&TBANK
ATTN:DARREN BRYAN
P.O.BOX D
BROCKWAY, PA 15824

By _____
PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

LAW OFFICES

Purcell, Krug & Haller

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINKA
BRIAN J. TYLER
NICHOLE M. STALEY O'GORMAN

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FAX (717) 234-1206

HERSHEY
(717)533-3836
JOSEPH NISSLEY (1910-1982)
JOHN W. PURCELL
VALERIE A. GUNNOF
COUNSEL

S&T BANK
ATTN: DARREN BRYAN
P.O. BOX D
BROCKWAY, PA 15824

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By: _____

[Signature]
Leon P. Haller PA I.D.15700
Attorney for Plaintiff

Re: ABM VS. KALGREN- CM 10442
CLEARFIELD COUNTY – SALE 04/01/05

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to: Postmark:

S&T BANK
ATTN: DARREN BRYAN
P.O. BOX D
BROCKWAY, PA 15824



FILED

MAR 31 2005

William A. Shaw
Prothonotary

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

SUPPLEMENTAL RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 12-22-04, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

By 
PURCELL, KRUG & HALLER
Attorneys for Plaintiff
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

FILED ^{no cc}
02-06-04
SEP 09 2005
JA

William A. Shaw
Prothonotary Clerk of Courts

LAW OFFICES

Purcell, Krug & Haller

HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
JILL M. WINKA
BRIAN J. TYLER
NICHOLE M. STALEY O'GORMAN

1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
TELEPHONE (717) 234-4178
FAX (717) 234-1206

HERSHEY
(717)533-3836
JOSEPH NISSLEY (1910-1982)
JOHN W. PURCELL
VALERIE A. GUNNOF
COUNSEL

APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

NOTICE IS HEREBY GIVEN to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

YOU ARE FURTHER NOTIFIED that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By: 

Leon P. Haller PA I.D.15700
Attorney for Plaintiff

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.,

PLAINTIFF

VS.

APRIL L. KALGREN AND
ANDREW M. KALGREN,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2004-1041-CD

IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1

TAKE NOTICE;

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: **FRIDAY, APRIL 1, 2005**

TIME: 10:00 O'CLOCK A.M. PREVAILING LOCAL TIME

LOCATION: Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

RR1, BOX 18
ROCKTON, PENNSYLVANIA 15856

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 2004-1041-CD JUDGMENT AMOUNT \$137,253.50

THE NAMES OF THE OWNERS OR REPUTED OWNERS of this property is:

APRIL L. KALGREN AND ANDREW M. KALGREN

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

ALL that certain piece, parcel and lot of land, with improvements thereon, situate, lying and being in Union Township, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the South side of the Rockton Pike at Rice Run; thence in a Southwesterly direction along the meanderings of said Rice Run a distance of 450 feet to a stone; thence in an Easterly direction along other lands now or formerly of Schofield a distance of 360 feet to a stone corner; thence in a Northerly direction along other lands now or formerly of Schofield, a distance of 500 feet to the South side of the Rockton Pike; thence along the South side of Rockton Pike a distance of 100 feet to the place of beginning.

Excepting and reserving out of the above described premises all oil, and gas, situate, lying and being in and under said premises, together with the right to erect derricks, drill for, pipe and remove all of said oil and gas as fully and completely as the same have heretofore been excepted, reserved and conveyed.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: RR1, BOX 18 ROCKTON, PENNSYLVANIA 15856

BEING THE SAME PREMISES WHICH Michael J. Vongeis, Agent/Attorney-in-fact for James V. Giese, by Deed dated 1/14/01 and recorded 1/30/01 in Clearfield County Deed Book 2001, Page 1196, granted and conveyed unto Andrew M. Kalgren and April L. Kalgren.

Assessment #129-F7-8

7160 3901 9848 6924 3420

TO: APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

SENDER:

REFERENCE:

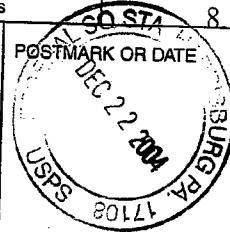
PS Form 3800, June 2000

RETURN RECEIPT SERVICE	Postage	6
	Certified Fee	2.30
	Return Receipt Fee	1.75
	Restricted Delivery	3.50
	Total Postage & Fees	8.15

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail



2. Article Number



7160 3901 9848 6924 3420

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? *(Extra Fee)*

Yes

1. Article Addressed to:

APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)*

Horri Kalgren

B. Date of Delivery

12/28/01

C. Signature

X

APRIL L. KALGREN

Agent
 Addressee
 Yes
 No

D. Is delivery address different from item 1?
If YES, enter delivery address below:

AMERICAN BUSINESS MORTGAGE SERVICES, INC. v. APRIL L. KALGREN ANDREW M. KALGREN
Clearfield County Sale 3-4-05

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

APRIL L. KALGREN
1332 SPRUCE HILL ROAD
ROCKTON, PA 15856

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

ANDREW M. KALGREN
7 HOLBROOK ROAD, APT. 2
FREEPORT, ME 04032

Postmark:

U. S. POSTAL SERVICE
CERTIFICATE OF MAILING
(In compliance with Postal Service Form 3877)

Received from:

Purcell, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

DOMESTIC RELATIONS
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Postmark:



FILED

SEP 09 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20019
NO: 04-1041-CD

PLAINTIFF: AMERICAN BUSINESS MORTGAGE SERVICES, INC.

vs.

DEFENDANT: APRIL L. KALGREN AND ANDREW M. KALGREN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/23/2004

LEVY TAKEN 12/21/2004 @ 11:15 AM

POSTED 12/21/2004 @ 11:15 AM

SALE HELD 04/01/2005

SOLD TO AMERICAN BUSINESS MORTGAGE SERVICES, INC.
C/O OCWEN

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 09/14/2005

DATE DEED FILED 09/14/2005

PROPERTY ADDRESS 1332 SPRUCE HILL ROAD ROCKTON , PA 15856

SEE ATTACHED SHEETS FOR SERVICE INFORMATION

FILED
09/22/2005
SEP 14 2005
M

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20019
NO: 04-1041-CD

PLAINTIFF: AMERICAN BUSINESS MORTGAGE SERVICES, INC.

vs.

DEFENDANT: APRIL L. KALGREN AND ANDREW M. KALGREN

Execution REAL ESTATE

SHERIFF RETURN

SERVICES

01/25/2005 @ SERVED APRIL L. KALGREN

SERVED APRIL L. KALGREN, DEFENDANT, BY CERTIFIED AND REGULAR MAIL TO 1332 SPRUCE HILL ROAD A/K/A RR 1, BOX 18, ROCKTON, CLEARFIELD COUNTY, PA CERT MAIL WAS RETURNED UNCLAIMED 2/16/05 CERT#70033110000193800404

12/23/2004 @ SERVED ANDREW M. KALGREN

SERVED ANDREW M. KALGREN , DEFENDANT, BY CERTIFIED AND REGULAR MAIL TO 7 HOLBROOK ROAD, APT 2, FREEPORT, ME 04032 RETURNED UNCLAIMED ON 1/10/05 CERT #7002315000078546495 ALSO RECEIVED THE REGULAR MAIL BACK UNCLAIMED.

01/25/2005 @ SERVED ANDREW M. KALGREN

SERVED ANDREW M. KALGREN, DEFENDANT, 1210 HALEY ROAD, KITTERY, ME 03904 WITH REGULAR AND CERTIFIED MAIL. THE CERTIFIED MAIL WAS RETURNED UNCLAIMED 2/14/05 CERT. #70033110000193800398

01/01/2005 @ 9:48 AM SERVED ANDREW W. KALGREN

ATTORNEY OFFICE HAD ANDREW W. KALGREN, DEFENDANT, PERSONALLY SERVED BY CHOICE PROCESS-ORLANDO.

12/28/2004 @ SERVED APRIL L. KALGREN

THE ATTORNEY'S OFFICE SERVED APIRL L.. KALGREN BY CERT. MAIL AT 1332 SPRUCE HILL ROAD, ROCKTON, PA SIGNED FOR BY APRIL KALGREN WITH

THE NOTICE OF SALE.

@ SERVED

NOW, FEBRUARY 7, 2005 RECEIVED A FAX LETTER TO CONTINUE THE SHERIFF THE SHERIFF'S SALE SCHEDULED FOR MARCH 4, 2005 TO APRIL 1, 2005.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20019
NO: 04-1041-CD

PLAINTIFF: AMERICAN BUSINESS MORTGAGE SERVICES, INC.

vs.

DEFENDANT: APRIL L. KALGREN AND ANDREW M. KALGREN

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$325.69

SURCHARGE \$40.00 PAID BY

Sworn to Before Me This

____ Day of _____ 2005

So Answers,

Chester Hawkins
by Amher Beller-Deiphonay
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

American Business Mortgage Services, Inc.

Vs.

NO.: 2004-01041-CD

April L. Kalgren and
Andrew M. Kalgren

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due AMERICAN BUSINESS MORTGAGE SERVICES, INC., Plaintiff(s) from APRIL L. KALGREN and ANDREW M. KALGREN, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

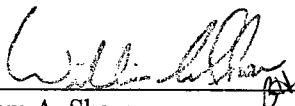
Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE:.....\$115,844.42
INTEREST per diem of \$32.15
to 11/5/04:.....\$16,366.89
ESCROW DEFICIT:.....\$2,000.00
PROTH. COSTS: \$
5% ATTY'S COMM:.....\$5,792.22
PREPAYMENT FEE:.....\$907.00
DATE: 09/23/2004

PAID:.....\$125.00
SHERIFF: \$
LATE CHARGES (\$101.71 per
month to 11/04):.....\$915.39
OTHER COSTS: \$
FORCED PLACE INSURANCE:...\$792.22



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 23rd day
of September A.D. 2004
At 3:45 A.M./P.M.

Requesting Party: Leon P. Haller
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178

Chester G. Hawkins
Sheriff by Cynthia Butler-Alphonse

ALL that certain piece, parcel and lot of land, with improvements thereon, situate, lying and being in Union Township, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the South side of the Rockton Pike at Rice Run; thence in a Southwesterly direction along the meanderings of said Rice Run a distance of 450 feet to a stone; thence in an Easterly direction along other lands now or formerly of Schofield a distance of 360 feet to a stone corner; thence in a Northerly direction along other lands now or formerly of Schofield, a distance of 500 feet to the South side of the Rockton Pike; thence along the South side of Rockton Pike a distance of 100 feet to the place of beginning.

Excepting and reserving out of the above described premises all oil, and gas, situate, lying and being in and under said premises, together with the right to erect derricks, drill for, pipe and remove all of said oil and gas as fully and completely as the same have heretofore been excepted, reserved and conveyed.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: RR1, BOX 18 ROCKTON, PENNSYLVANIA 15856

BEING THE SAME PREMISES WHICH Michael J. Vongeis, Agent/Attorney-in-fact for James V. Giese, by Deed dated 1/14/01 and recorded 1/30/01 in Clearfield County Deed Book 2001, Page 1196, granted and conveyed unto Andrew M. Kalgren and April L. Kalgren.

Assessment #129-F7-8

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME APRIL L. KALGREN

NO. 04-1041-CD

NOW, September 14, 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 April 01, 2005, I exposed the within described real estate of April L. Kalgren And Andrew M. Kalgren to public venue or outcry at which time and place I sold the same to AMERICAN BUSINESS MORTGAGE SERVICES, INC.

C/O OCWEN he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	115,844.42
MILEAGE	15.00	INTEREST @ 32.1500 %	4,726.05
LEVY	9.75	FROM 11/05/2004 TO 04/01/2005	
MILEAGE	9.75	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	915.39
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	20.19	ATTORNEY COMMISSION	5,792.22
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	2,000.00
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	16,366.89
ADD'L MILEAGE		MISCELLANEOUS	1,699.22
ADD'L LEVY		TOTAL DEBT AND INTEREST	\$147,384.19
BID AMOUNT	1.00		
RETURNS/DEPUTIZE		COSTS:	
COPIES	15.00		
	5.00	ADVERTISING	342.54
BILLING/PHONE/FAX	15.00	TAXES - COLLECTOR	381.83
CONTINUED SALES	20.00	TAXES - TAX CLAIM	1,974.44
MISCELLANEOUS	60.00	DUE	
TOTAL SHERIFF COSTS	\$325.69	LIEN SEARCH	100.00
DEED COSTS:		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	28.50
REGISTER & RECORDER	28.50	SHERIFF COSTS	325.69
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	187.00
TOTAL DEED COSTS	\$28.50	PROTHONOTARY	125.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$3,510.00

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

fax transmittal**To: SHERIFF'S OFFICE**

Clearfield County Sheriff
230 E. Market St.
Clearfield, PA 16830

Fax: 814-765-5915

Phone: 814-765-2641, Ext. 5986

Re: SHERIFFS SALE

**APRIL L. KALGREN ANDREW M.
KALGREN**

2004-1041-CD

From: Purcell, Krug & Haller
1719 N. Front Street
Harrisburg, PA 17102
Ph: 717-234-4178
Fax: 717-234-1206

PAM ELDRIDGE

Date: February 7, 2005

Pages: 1 PAGE

PROPERTY: RR1, BOX 18

X **Urgent** **For Review** **Please Comment** **Please Reply** **Please Recycle**

**Notes PLEASE CONTINUE THE SHERIFF SALE SCHEDULED FOR 03/04/05 TO THE
NEXT SALE DATE OF 04/01/05.**

**IF THERE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE ABOVE REFERENCED SENDER
IMMEDIATELY.**



CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



2003 3110 0001 9380 0404



NAME
1st Notice
and Notice
of Motion

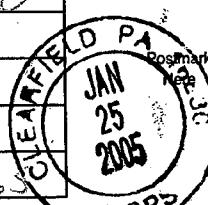
Rec 3/11/05

CONCLAIMED

APRIL L. KALGREN

~~509 W. Washington Ave~~

~~Duboscq~~ 15801

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	
Postage	\$ <i>60</i>
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>4.60</i>
Sent To <i>April L. Kalgren</i> <i>1332 Spruce Hill Road</i> <i>or PO Box No.</i> City, State, ZIP+4 <i>PA 15856</i>	
	

MAIL CERTIFIED

SENDER: COMPLETE THIS SECTION

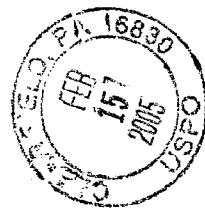
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

April L. Kalgren
1332 Spruce Hill Road
A/K/A RR 1, BOX 18
Rockton, PA 15856

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Addressee
X		
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes YES, enter delivery address below: <input type="checkbox"/> No		
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label)	7003 3110 0001 9380 0404	PS Form 3811 August 2001 Domestic Return Receipt 102585-02-M-1540

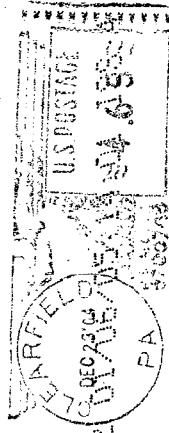


CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16630



7002 3150 0000 7854 6495



ANDREW M. KALGREN
7 HOLBROOK ROAD, APT 2
FREEPORT, ME 04032

NOT DELIVERABLE
AS ADDRESSED
UNABLE TO FORWARD

MLNA

1-10-05
M.C.

1ST NOTICE
2ND NOTICE
RETURNED

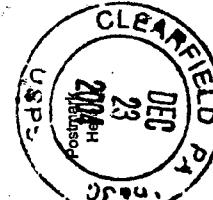
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$ 00
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 00

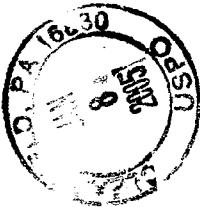
564454 7854 0000 0574 2002



Sent To Andrew M. Kalgren
Street/Apt No: 7 Holbrook Road, Apt. 2
or PO Box No. _____
City, State: ZIP 44 Freeport, ME 04032

See Reverse for Instructions

PS Form 3800, June 2002



SENDER: COMPLETE THIS SECTION <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		COMPLETE THIS SECTION ON DELIVERY	
		<p>A. Signature X</p> <p>B. Received by (Printed Name) <input type="text"/> C. Date of Delivery <input type="text"/></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	<p>1. Article Addressed to:</p> <p>Andrew M. Kalgren 7 Holbrook Road, Apt. 2 Freeport, ME 04032</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>2. Article Number (Transfer from service label)</p> <p>7002 3150 0000 7854 6495</p>
<p>APPLY STICKER AT TIME OF MAILING DO NOT ATTACH STICKER TO MAILPIECE TO THE RIGHT</p> <p>102595-02-M-1540</p> <p>PS Form 3811, August 2001 Department of Revenue, Receipt</p>			

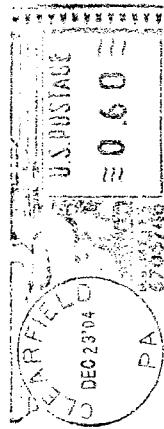
CHESTER A. HAWKINS

SHERIFF

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



0 0 0 0 0 0 0 0 0 0



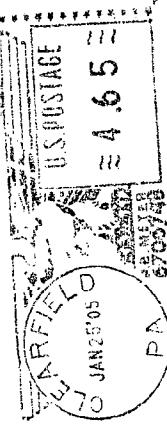
ANDREW M. KALGREN
7 HOLBROOK ROAD, APT 2
FREEPORT, ME 04032

KALGREN 04032305 1A04 11 12/27/04
RETURN TO SENDER
KALGREN, ANDREW
MOVED, LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER

CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7003 3110 0001 9380 0398



RE TURNED TO
RECEIVED
REASON: Insufficient
Address/Address
No such address
the sub. office is
not reached to the address.

ANDREW W. KALGREN
10 HALEY ROAD
KITTERY, ME 03904

2-2
2-12
105
2-12
105

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

Postage	\$ 6.00
Certified Fee	
Return Recipient Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.00

Postmark
Here

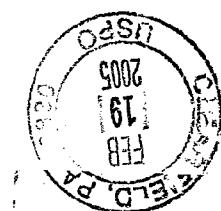
CLEARFIELD PA
JAN 25 2005
SUN 6:50 AM

Sent to Andrew W. Kalgren
Street: Apt. No:
or PO Box No: 210
City, State: Kittery, ME 03904
See Reverse for Instructions

PS Form 3800, June 2002

RETRIEVE

POSTAGE STICKER ATTACHED TO THE ENVELOPE TO THE LEFT



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:

Andrew W. Kalgren
1210 Halley Road
Kittery, ME 03904

COMPLETE THIS SECTION ON DELIVERY

A. Signature		<input type="checkbox"/> Agent	<input type="checkbox"/> Addressee
X			
B. Received by (Printed Name)		C. Date of Delivery	
110 <i>Halley Rd</i>			
D. Is delivery address different from item 1?		<input checked="" type="checkbox"/> Yes	
If YES, enter delivery address below:		<input type="checkbox"/> No	
110 Halley Rd			
3. Service Type		<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail	
		<input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise	
		<input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee)		<input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7003 3110 0001 9380 0398	
PS Form 3811, August 2001		Domestic Return Receipt 10360E 02 M 1540	

FILED

SEP 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.

Plaintiff

vs.

APRIL L. KALGREN AND
ANDREW M. KALGREN

Defendant(s)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term
No. 2004-1041-CD

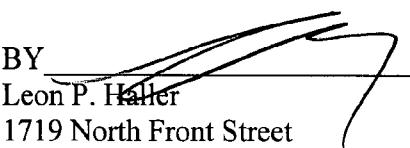
RETURN OF SERVICE

TO THE PROTHONOTARY:

Kindly file the Out of State Service Return on the above captioned matter.

DATE: September 21, 2004

PURCELL, KRUG, & HALLER

BY 
Leon P. Haller
1719 North Front Street
Harrisburg, Pa. 17102
Attorney for Plaintiff
Attorney ID# 15700

FILED *EGK*
M 11:33 AM 100 to attorney

SEP 22 2004

William A. Shaw
Prothonotary

AFFIDAVIT OF SERVICE

Commonwealth of Pennsylvania

County of Clearfield

Common Pleas Court

Case Number: 2004-1041

Plaintiff:

AMERICAN BUSINESS MORTGAGE SERVICES, INC.,

vs.

Defendant:

APRIL L. KALGREN AND ANDREW M. KALGREN,

For: Leon Haller
PURCELL, KRUG & HALLER

Received by CHOICE PROCESS - ORLANDO on the 11th day of August, 2004 at 10:34 am to be served on **ANDREW M. KALGREN, 7 HOLBROOK STREET, APT.2, FREEPORT, MAINE 04032**. I, JONATHAN
CAIL, being duly sworn, depose and say that on the 20TH day of AUGUST, 2004 at 8:30 a.m.,
executed service by delivering a true copy of the ACTION OF MORTGAGE FORECLOSURE AND COMPLAINT IN
MORTGAGE FORECLOSURE WITH EXHIBITS in accordance with state statutes in the manner marked below:

INDIVIDUAL SERVICE: Served the within-named person.

SUBSTITUTE SERVICE: By serving _____ as

POSTED SERVICE: After attempting service on ____/____ at ____ and on ____/____ at ____ to a conspicuous
place on the property described herein.

OTHER SERVICE: As described in the Comments below by serving _____ as

NON SERVICE: For the reason detailed in the Comments below.

COMMENTS: _____

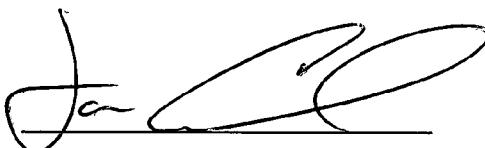
I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in
which this service was made.

Subscribed and Sworn to before me on the 20TH day
of AUGUST 2004 by the affiant who is
personally known to me.

NOTARY PUBLIC

ALAN E. GOODMAN
Notary Public, Maine

My Commission Expires September 27, 2009



PROCESS SERVER # _____
Appointed in accordance
with State Statutes

CHOICE PROCESS - ORLANDO
P.O. Box 2466
Orlando, FL 32802
(407) 423-0667

Our Job Serial Number: 2004006277

In The Court of Common Pleas of Clearfield County, Pennsylvania

AMERICAN BUSINESS MORTGAGE SERVICES INC

Sheriff Docket # 15939

VS.

KALGREN, APRIL L. & ANDREW M.

04-1041-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JULY 28, 2004 AT 9:24 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON APRIL L. KALGREN, DEFENDANT AT RESIDENCE, 1332 SPRUCE HILL ROAD, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO APRIL KALGREN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: NEVLING.

NOW AUGUST 5, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO ANDREW M. KALGREN, DEFENDANT.

NOW AUGUST 5, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TENANT/OCCUPANT. APRIL L. KALGREN IS ONLY PERSON RESIDING AT RR#1 BOX 18, ROCKTON, PA.

Return Costs

Cost	Description
57.62	SHERIFF HAWKINS PAID BY: ADV BY ATTY
30.00	SURCHARGE PAID BY: ATTY CK# 96695

Sworn to Before Me This

17 Day Of August 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
Chester A. Hawkins
Sheriff

FILED
08:50 AM
AUG 06 2004
EAS
William A. Shaw
Prothonotary/Clerk of Courts

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.

Plaintiff

vs.

APRIL L. KALGREN AND
ANDREW M. KALGREN

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2004-1041-CV

**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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

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 CORTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

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

JUL 09 2004

Attest.

William B. Shaw
Prothonotary/
Clerk of Courts

AMERICAN BUSINESS MORTGAGE
SERVICES, INC.,

Plaintiff

vs.

APRIL L. KALGREN AND
ANDREW M. KALGREN,

Defendants

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

:
:
: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE

:
:
:

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

AMERICAN BUSINESS MORTGAGE
SERVICES, INC.,

Plaintiff

vs.

APRIL L. KALGREN AND
ANDREW M. KALGREN,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: ACTION OF MORTGAGE FORECLOSURE
:
:

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, AMERICAN BUSINESS MORTGAGE SERVICES, INC., is a Corporation, with an address of THE WANAMAKER BUILDING, 100 PENN SQUARE, EAST PHILADELPHIA, PENNSYLVANIA 19107.
2. Defendant, APRIL L. KALGREN, is an adult individual, whose last known address is 1332 SPRUCE HILL ROAD, ROCKTON, PENNSYLVANIA 15856. Defendant, ANDREW M. KALGREN, is an adult individual, whose last known address is 1332 SPRUCE HILL ROAD, ROCKTON, PENNSYLVANIA 15856.
3. On or about, August 30, 2002, the said Defendants, executed and delivered a Mortgage Note in the sum of \$116,000.00 payable to AMERICAN BUSINESS MORTGAGE SERVICES, INC., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth conveying to original Mortgagee the subject premises. The Said Mortgage is incorporated herein by reference.
5. The land subject to the Mortgage is: RR1, BOX 18, ROCKTON, PENNSYLVANIA 15856 and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on July 05, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$115,844.42
Interest at \$32.15 per day From 06/05/2003 To 07/05/2004 (based on contract rate of 9.990%)	\$13,409.09
Accumulated Late Charges	\$508.55
Prepayment Fee	\$792.22
Force Placed Insurance	\$907.00
Attorney's Fee at 5% of Principal Balance	\$5,792.22
TOTAL	\$137,253.50

**Together with interest at the per diem rate noted above after July 05, 2004 and other charges and costs to date of Sheriff's Sale.

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 that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time

11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 9.990% (\$32.15 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

PURCELL, KRUG & HALLER

Leon P. Haller, Esquire
Attorney for Plaintiff
I.D. # 15700
1719 N. Front Street
Harrisburg, PA 17102
(717-234-4178)

NOTE

LOAN ID# 1300933788

Borrower(s): ANDREW L. KALGREN and APRIL L. KALGREN

August 30, 2002 STATE COLLEGE
[Date] [City]
RR 1 BOX 18, Rockton, PENNSYLVANIA 15856

Pennsylvania
[State]

1. BORROWER'S PROMISE TO PAY

II. BORROWER'S PROMISE TO PAY
In return for a loan that I have received, I promise to pay U.S. \$ 116,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is American Business Mortgage Services Inc.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month

I will make principal and interest by making a payment every month.

I will make my monthly payment on the 5th day of each month beginning on OCTOBER 05, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date. If, on 09/05/2032, I still owe amounts under this Note, I will pay those amounts in full, on that date.

I will make my monthly payments at One Presidential Boulevard, Suite 411, Bala Cynwyd, PA 19004 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of:

OBROWER'S RIGHT TO REBAY

I have the right to make payments of

"prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

1300933788

PENNSYLVANIA FIXED RATE NOTE - Single Family - With Prepayment Penalty

Page 1 of 4

P105NPA (0105)

VMP MORTGAGE FORMS • (800)521-7291

Initials: MH

Exhibit "A"

LOAN ID# 1300933788

1300933788

LOAN ID# 1300933788
The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amount of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

If I make a full prepayment or a partial prepayment during the first 36 months of the term of the Note, I agree to pay a prepayment charge as follows: in the 1 month through the 36 month of the term of the Note, the prepayment charge will be 5.000% of the amount prepaid ; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A ; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A ; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A ; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A ; in the N/A month through the N/A month of the term of the Note, I may make a full prepayment or a partial prepayment at any time after the 36th month of the term of the Note, the prepayment charge will be N/A of the N/A without charge.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Ten calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

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If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

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Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

1300933788

LOAN ID#

1300933788

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. APPLICABLE LAW

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

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 given in accordance with Section 15 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.

12. OTHER CHARGES

A. NSF Charge

If I make a payment under this Note by check, negotiable instrument or other means and the payment is returned to the Note Holder unpaid, I agree to pay the Note Holder a charge for not sufficient funds (NSF charge) in the maximum amount permitted by applicable law.

B. Administrative Charges

Except as limited by applicable law, I agree to pay the Note Holder any administrative charge that the Note Holder may impose in connection with (1) my failure to comply with the terms and conditions of this Note and (2) the release or satisfaction of any mortgage, financing statement or other security instrument appearing on the public record which relates to my obligations under this Note.

1300933788

Initials: AK AK

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

LOAN ID#

1300933788


ANDREW L. KALGREN

(Seal)
-Borrower


APRIL L. KALGREN

(Seal)
-Borrower

[Sign Original Only]

1300933788

P105NPA (0106)

Page 4 of 4

UNITED GENERAL TITLE INSURANCE COMPANY
CONTINUATION SCHEDULE FOR USE WITH COMMITMENT OR POLICIES

SCHEDULE A-3 (Continued)

Agent's File No.: **S2-313**

Commitment No.:

Policy No.:

ALL that certain piece, parcel and lot of land, with improvements thereon, situate, lying and being in Union Township, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the South side of the Rockton Pike at Rice Run; thence in a Southwesterly direction along the meanderings of said Rice Run a distance of 450 feet to a stone; thence in an Easterly direction along other lands now or formerly of Schofield a distance of 360 feet to a stone corner; thence in a Northerly direction along other lands now or formerly of Schofield, a distance of 500 feet to the South side of the Rockton Pike; thence along the South side of Rockton Pike a distance of 100 feet to the place of beginning.

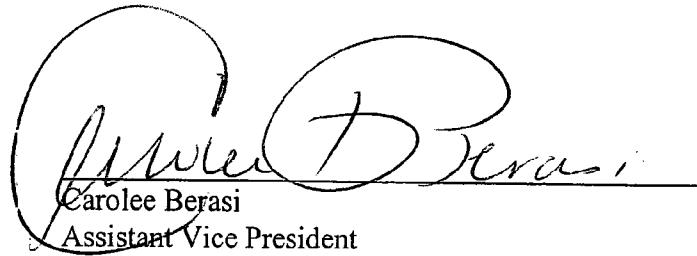
Excepting and reserving out of the above described premises all oil, and gas, situate, lying and being in and under said premises, together with the right to erect derricks, drill for, pipe and remove all of said oil and gas as fully and completely as the same have heretofore been excepted, reserved and conveyed.

BEING the same premises which Michael J. Vongeis, Agent/Attorney-in-Fact for James V. Giese, a widower, by deed dated January 14, 2001 and recorded January 30, 2001 in Clearfield County in Deed Book Volume 2001 at Page 1196, granted and conveyed unto Andrew M. Kalgren and April L. Kalgren, husband and wife, as tenants by the entireties.

Exhibit "B"

VERIFICATION

Carolee Berasi hereby states that she is Assistant Vice President of American Business Mortgage Services, Inc., f/k/a New Jersey Mortgage and Investment Corp. the plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements made therein are subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.



Carolee Berasi
Assistant Vice President

DATE: JUNE 30, 2004

AMERICAN BUSINESS MORTGAGE SERVICES,
INC.

Plaintiff

vs.

APRIL L. KALGREN AND
ANDREW M. KALGREN

Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

2004-1041-C

**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 TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

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 REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES. LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE
DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET
CLEARFIELD, PA 16830
814-765-2641 *5982

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

JUL 09 2004

Attest.

Wm. A. Moholick
Prothonotary
Clerk of Courts

AMERICAN BUSINESS MORTGAGE
SERVICES, INC.,

Plaintiff

vs.

APRIL L. KALGREN AND
ANDREW M. KALGREN,

Defendants

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

:
:

: CIVIL ACTION LAW
: ACTION OF MORTGAGE FORECLOSURE

:
:

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER
1719 North Front Street
Harrisburg, PA 17102
(717) 234-4178
Attorney I.D.# 15700
Attorney for Plaintiff

AMERICAN BUSINESS MORTGAGE
SERVICES, INC.,

Plaintiff

vs.

APRIL L. KALGREN AND
ANDREW M. KALGREN,

Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
: :
: CIVIL ACTION - LAW
: :
: ACTION OF MORTGAGE FORECLOSURE
: :
: :

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff, AMERICAN BUSINESS MORTGAGE SERVICES, INC., is a Corporation, with an address of THE WANAMAKER BUILDING, 100 PENN SQUARE, EAST PHILADELPHIA, PENNSYLVANIA 19107.
2. Defendant, APRIL L. KALGREN, is an adult individual, whose last known address is 1332 SPRUCE HILL ROAD, ROCKTON, PENNSYLVANIA 15856. Defendant, ANDREW M. KALGREN, is an adult individual, whose last known address is 1332 SPRUCE HILL ROAD, ROCKTON, PENNSYLVANIA 15856.
3. On or about, August 30, 2002, the said Defendants, executed and delivered a Mortgage Note in the sum of \$116,000.00 payable to AMERICAN BUSINESS MORTGAGE SERVICES, INC., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants, made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth conveying to original Mortgagee the subject premises. The Said Mortgage is incorporated herein by reference.
5. The land subject to the Mortgage is: RR1, BOX 18, ROCKTON, PENNSYLVANIA 15856 and is more particularly described in Exhibit "B" attached hereto.

6. The said Defendants are the real owners of the property.
7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on July 05, 2003 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$115,844.42
Interest at \$32.15 per day From 06/05/2003 To 07/05/2004 (based on contract rate of 9.990%)	\$13,409.09
Accumulated Late Charges	\$508.55
Prepayment Fee	\$792.22
Force Placed Insurance	\$907.00
Attorney's Fee at 5% of Principal Balance	\$5,792.22
TOTAL	\$137,253.50

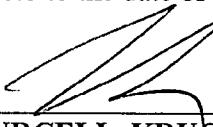
**Together with interest at the per diem rate noted above after July 05, 2004 and other charges and costs to date of Sheriff's Sale.

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 that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to Foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time

11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 9.990% (\$32.15 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

PURCELL, KRUG & HALLER

Leon P. Haller, Esquire
Attorney for Plaintiff
I.D. # 15700
1719 N. Front Street
Harrisburg, PA 17102
(717-234-4178)

NOTE

LOAN ID# 1300933788

Borrower(s): ANDREW L. KALGBREN and APRIL L. KALGBREN

August 30, 2002 STATE COLLEGE
[Date] [City]
RR 1 BOX 18, Rockton, PENNSYLVANIA 15856

Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 116,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is American Business Mortgage Services Inc.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 5th day of each month beginning on October 05, 2002.

I will make my monthly payment on the 5th day of each month beginning on OCTOBER 05, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date. If, on 09/05/2032, I still owe amounts under this Note, I will pay those amounts, in full, on that date.

I will make my monthly payments at One Presidential Boulevard, Suite 411, Bala Cynwyd, PA 19004 or at a different place if required by the Note Holder.

3. Amount of Monthly Payments

4. BORROWER'S RIGHT TO PREPAY
I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial

1300933788

PENNSYLVANIA FIXED RATE NOTE - Single Family - With Prepayment Penalty

Page 1 of 1

P105NPA (n106)

Page 1 of 4

Initials: AK

Exhibit "A"

LOAN ID# 1300933788

1300933788

LOAN ID# 1300933788

If I make a full prepayment or a partial prepayment during the first 36 months of the term of the Note, I agree to pay a prepayment charge as follows: in the 1 month through the 36 month of the term of the Note, the prepayment charge will be 5.000% of the amount prepaid; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A; at any time after the 36th month of the term of the Note, I may make a full prepayment or a partial prepayment without charge.

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If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Ten calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

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Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

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1300933788

P105NPA (0106)

Page 2 of 4

Initials: AK

LOAN ID#

1300933788

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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1300933788

Initials: AK AK

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

LOAN ID#

1300933788


ANDREW L. KALGREN

(Seal)
-Borrower


APRIL L. KALGREN

(Seal)
-Borrower

[Sign Original Only]

1300933788

UNITED GENERAL TITLE INSURANCE COMPANY
CONTINUATION SCHEDULE FOR USE WITH COMMITMENT OR POLICIES

SCHEDULE A-3 (Continued)

Agent's File No.: **S2-313**

Commitment No.:

Policy No.:

ALL that certain piece, parcel and lot of land, with improvements thereon, situate, lying and being in Union Township, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the South side of the Rockton Pike at Rice Run; thence in a Southwesterly direction along the meanderings of said Rice Run a distance of 450 feet to a stone; thence in an Easterly direction along other lands now or formerly of Schofield a distance of 360 feet to a stone corner; thence in a Northerly direction along other lands now or formerly of Schofield, a distance of 500 feet to the South side of the Rockton Pike; thence along the South side of Rockton Pike a distance of 100 feet to the place of beginning.

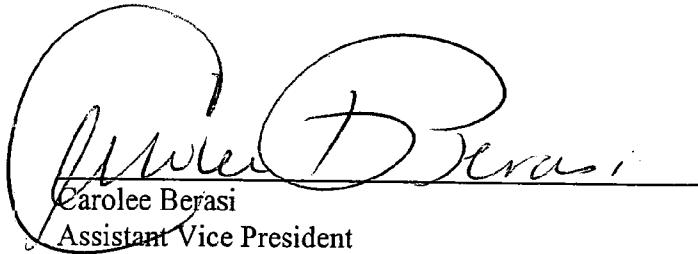
Excepting and reserving out of the above described premises all oil, and gas, situate, lying and being in and under said premises, together with the right to erect derricks, drill for, pipe and remove all of said oil and gas as fully and completely as the same have heretofore been excepted, reserved and conveyed.

BEING the same premises which Michael J. Vongeis, Agent/Attorney-in-Fact for James V. Giese, a widower, by deed dated January 14, 2001 and recorded January 30, 2001 in Clearfield County in Deed Book Volume 2001 at Page 1196, granted and conveyed unto Andrew M. Kalgren and April L. Kalgren, husband and wife, as tenants by the entireties.

Exhibit "B"

VERIFICATION

Carolee Berasi hereby states that she is Assistant Vice President of American Business Mortgage Services, Inc., f/k/a New Jersey Mortgage and Investment Corp. the plaintiff in this matter, that she is authorized to take this Verification, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that the statements made therein are subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.



Carolee Berasi
Assistant Vice President

DATE: JUNE 30, 2004