

04-1248-CD
UCFC LOAN TRUST 1998-B VS
RICHARD T. STRATTON

UCFC Loan Trust et al George Kosco et al
2004-1248-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
POOLING AND SERVICING
AGREEMENT DATED AS OF
JUNE 1, 1998, AMONG UCFC
ACCEPTANCE CORPORATION,
AS DEPOSITOR, UNITED
COMPANIES LENDING
CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

FILED

Aug 13 2004
8/13/2004
William A. Shaw
Prothonotary/Clerk of Courts
No Court Copy

Plaintiff,

NO.: 2004-1248-CV

vs.

RICHARD T. STRATTON,

Defendant.

TO DEFENDANT:

TWENTY (20) DAYS FROM SERVICE HEREOF

President/Attalaor
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:
909 Hidden Ridge Drive
Suite 200
Irving, Texas 75038

AND THE DEFENDANT IS:

3213 Klusner Avenue
Parma, Ohio 44134

President/Attalaor
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFECTED BY THIS LIEN IS
Township of Brady
(CITY, BORO, TOWNSHIP) (WARD)

President/Attalaor
ATTORNEYS FOR PLAINTIFF

TYPE OF PLEADING
CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

FILED ON BEHALF
OF PLAINTIFF: UCFC
Loan Trust, et al.

COUNSEL OF RECORD
FOR THIS PARTY:

Kristine M. Anthou, Esquire
Pa. I.D. #77991

GRENEN & BIRSI, P.C.
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222

(412) 281-7650

11-17-04 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
W.A. Shaw
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
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CORPORATION, AS SERVICER,
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OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff, NO.:

vs.

RICHARD T. STRATTON,

Defendant.

NOTICE TO DEFEND

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

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

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 EXTENSION 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
POOLING AND SERVICING
AGREEMENT DATED AS OF
JUNE 1, 1998, AMONG UCFC
ACCEPTANCE CORPORATION,
AS DEPOSITOR, UNITED
COMPANIES LENDING
CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff, NO. :

vs.

RICHARD T. STRATTON,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

UCFC LOAN TRUST 1998-B, CREATED PURSUANT TO A POOLING AND SERVICING AGREEMENT DATED AS OF JUNE 1, 1998, AMONG UCFC ACCEPTANCE CORPORATION, AS DEPOSITOR, UNITED COMPANIES LENDING CORPORATION, AS SERVICER, AND BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS TRUSTEE, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is UCFC LOAN TRUST 1998-B, CREATED PURSUANT TO A POOLING AND SERVICING AGREEMENT DATED AS OF JUNE 1, 1998, AMONG UCFC ACCEPTANCE CORPORATION, AS DEPOSITOR, UNITED COMPANIES LENDING CORPORATION, AS SERVICER, AND BANKERS TRUST COMPANY OF CALIFORNIA, N.A., AS TRUSTEE which has its principal place of business at 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038.

2. The Defendant is Richard T. Stratton whose last known address is 3213 Klusner Avenue, Parma, Ohio 44134.

3. On or about May 18, 1998, Defendant executed a Note in favor of United Companies Lending Corporation in the original principal amount of \$40,500.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about May 18, 1998, as security for payment of the aforesaid Note, Defendant made, executed and delivered to United Companies Lending Corporation a Mortgage in the original principal amount of \$40,500.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on May 20, 1998 in Mortgage Book Volume 1933, Page 538. A true and correct copy of said Mortgage containing a description of the premises is marked Exhibit "B", attached hereto and made a part hereof.

5. United Companies Lending Corporation assigned all interest and title to said Mortgage and Note to Plaintiff pursuant to the terms of a certain Assignment of Mortgage.

6. Defendant is the record and real owner of the aforesaid mortgaged premises.

7. Defendant is in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest on said Note when due. Defendant is due for the March 1, 2004 payment.

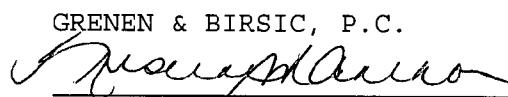
8. On or about May 5, 2004, Defendant was mailed a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

9. The amount due and owing Plaintiff is as follows:

Principal	\$ 32,751.90
Interest to 08/01/04	\$ 2,087.94
Late Charges to 08/01/04	\$ 126.45
Escrow Deficiency to 08/01/04	\$ 267.19
Corporate Advances	\$ 100.00
Title Search, Foreclosure	
And Execution costs	\$ 2,500.00
Attorneys' fees	<u>\$ 800.00</u>
TOTAL	\$ 38,633.48

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of **\$38,633.48** with interest thereon at the rate of **\$11.44** per diem from **August 01, 2004**, and additional late charges, additional reasonable and actually incurred attorneys' fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

BY:


GRENEN & BIRSIĆ, P.C.

Kristine M. Anthou, Esquire
Attorneys for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT "A"

28301004585

NOTE

May 18, 1998

LUTHERSBURG
[City]

PENNSYLVANIA
[State]

1234 DELIVERY ROUTE 1
LUTHERSBURG, PENNSYLVANIA 15848
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 40,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

UNITED COMPANIES LENDING CORPORATION®.

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 **12.750%**.

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 payments every month.

I will make my monthly payments on the first day of each month beginning on **July 1, 1998**.

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. My monthly payments will be applied to interest before principal. If, on June 1, 2013, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at P.O. Box 215, Memphis, Tennessee 38101-0215, 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. \$ **505.78**.

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.

I may make a full prepayment or partial prepayments without paying any prepayment charge. If this Note is not in default, 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 changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

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 10 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 **5.00%** of the payment. I will pay this late charge only once on any 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) **Acceleration**

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount.

(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**

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

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 written notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given 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.

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 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. 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:

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

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

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

Richard T. Stratton(Seal)
RICHARD T. STRATTON —Borrower

Pay to the order of Bankers Trust Company of California, N.A., as custodian or trustee under the applicable custodial or trust agreement, without recourse.
UNITED COMPANIES LENDING CORPORATION
BY: *Belinda Wynn*
NAME: Belinda Wynn
Title: Vice President

GMM
RICHARD
STRATTON
05/18/98 PA



028301004585

EXHIBIT "B"

VOL 1933 PAGE 538

Loan No: 028301004585
Borrower: RICHARD T. STRATTON
Tax Parcel Identification Number:

789
Data ID: 312

Return to: UNITED COMPANIES LENDING CORPORATION®
6133 ROCKSIDE ROAD, #203
INDEPENDENCE, OH 44131

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 18th day of May, 1998.
The mortgagor is RICHARD T. STRATTON, AN UNMARRIED MAN
whose address is 7718 BROADVIEW ROAD, PARMA, OHIO 44134

(“Borrower”).
This Security Instrument is given to UNITED COMPANIES LENDING CORPORATION®, A CORPORATION, which
is organized and existing under the laws of the State of LOUISIANA, and whose address is 4041 ESSEN LANE, BATON
ROUGE, LOUISIANA 70809

(“Lender”).
Borrower owes Lender the principal sum of **FORTY THOUSAND FIVE HUNDRED and NO/100----Dollars**
(U.S. \$ 40,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"),
which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2013. This
Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all
renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under
paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and
agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and
convey to Lender the following described property located in the City of LUTHERSBURG, CLEARFIELD County,
Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF



0283010045850130

98-10264

which has the address of 1234 DELIVERY ROUTE 1,
 [Street]
 Pennsylvania 15848
 [Zip Code]

LUTHERSBURG,
 [City]
 ("Property Address");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees of up to \$50; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

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

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

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

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

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

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

27. Agreement to Mediate or Arbitrate. Except as set forth below, all claims, counter-claims, disputes, legal controversies, and other matters in question arising out of, or relating to the extension of credit (the "Loan") by Lender to Borrower which is evidenced by the Note, this Security Instrument and all other instruments executed in conjunction with them (collectively the "Loan Agreements") shall be **MEDIATED** by the Borrower and the Lender. This means Borrower and Lender will use an impartial third party (the mediator) to try to resolve the disputed matters instead of filing a lawsuit. If Borrower and Lender cannot agree on the selection of a mediator for a dispute, the mediator shall be selected as follows: within 5 business days of the notice that either Borrower or Lender have decided to mediate, Borrower and Lender shall each name a mediator and notify that mediator and the other party of the selection. Within 5 business days of their selection the mediators shall jointly select an independent mediator to mediate the dispute. The mediation shall occur at a time and place mutually convenient to all parties within a fifty-mile radius of Borrower's residence but no later than 30 days after the mediator is selected.

Borrower and Lender agree to participate in the mediation in good faith with the intention of resolving the dispute, if possible. Legal counsel may, but is not required to, represent Borrower or Lender at the mediation. All mediation sessions will be private, and all information disclosed during the mediation will be confidential. The mediator may prescribe other rules for the mediation. Expenses of the mediation including the mediator's fee shall be shared equally between Lender and Borrower, if allowed by applicable law. Attorneys' fees and related expenses are each party's responsibility.

This Agreement to mediate is specifically enforceable.

If for any reason the mediation is not completed within 45 days after the mediator is selected, or if after the mediation, the dispute is still unresolved, such dispute shall be resolved solely and exclusively by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect to the extent allowed by applicable law except as set forth below. **THE ARBITRATION WILL TAKE THE PLACE OF ANY COURT PROCEEDING INCLUDING A TRIAL BEFORE A JUDGE OR A JUDGE AND JURY. ANY SUCH ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND NOT AS PART OF A COMMON OR CLASS ACTION.** IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY BORROWER AND LENDER THAT ANY PURPORTED COMMON ISSUES OF LAW OR FACT SHALL BE RESOLVED ON SUCH AN INDIVIDUAL BASIS. IF THE APPOINTED ARBITRATOR OR PANEL OF ARBITRATORS SHOULD AWARD ANY DAMAGES, SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES AND SHALL IN NO EVENT INCLUDE CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR TREBLE DAMAGES AS TO WHICH BORROWER AND LENDER EXPRESSLY WAIVE ANY RIGHT TO CLAIM TO THE FULLEST EXTENT PERMITTED BY LAW. This agreement to arbitrate shall be specifically enforceable. The award rendered by the arbitration shall be final, nonappealable and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The laws applicable to the arbitration proceeding shall be Subchapter A of Chapter 73 of Title 42 of the Pennsylvania Consolidated Statutes. The arbitrators shall have no power to vary or modify any of the provisions of the Loan Agreements.

Borrower and Lender agree that the mediation and arbitration proceedings are confidential. The information disclosed in such proceedings cannot be used in subsequent litigation which may result from the dispute.

Borrower and Lender agree that the Loan Agreements executed in conjunction with this loan for one or more of the following conditions involves interstate commerce because the Borrower's loan is being (i) provided by a lender organized under the laws of, and with its principal place of business in, a state different than the state in which the Borrower resides and the property is located; (ii) made with funds provided by an institution chartered under the laws of either the United States or of another state and physically located in another state; (iii) made to be sold to one or more investors organized under the laws of and physically located in other states; (iv) made to be pooled to back securities issued by a trust organized under the laws of and physically located in other states and sold to investors organized under the laws of and physically located in other states; or (v) repaid by the Borrower on a monthly basis to the Lender in LOUISIANA for remittance to such out-of-state investors.

Notwithstanding the foregoing, this Agreement to mediate or arbitrate shall not apply with respect to either (i) the Lender's right, but not the obligation, to submit and to pursue in a court of law any actions related to the collection of the debt; (ii) foreclosure proceedings, whether pursuant to judicial action, power of sale, assent to a decree or otherwise, proceedings pursuant to which Lender seeks a deficiency judgment, or any comparable procedures allowed under applicable law pursuant to which a lien holder may acquire title to the Property which is security for this loan and any related personal property (including an assignment of rents or appointment of a receiver), upon a default by the Borrower under the mortgage loan documents; or (iii) an application by or on behalf of the Borrower for relief under the federal bankruptcy laws or any other similar laws of general application for the relief of debtors, through the institution of appropriate proceedings. These proceedings may be necessary as a matter of law.

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

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

Witness



Steve Anastasiadis Printed Name



Robert F. Jelavic
Printed Name



Richard T. Stratton (Seal)
RICHARD T. STRATTON —Borrower

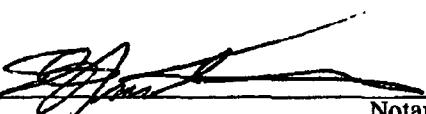
[Space Below This Line For Acknowledgment]

STATE OHIO
Commonwealth of PENNSYLVANIA
County of CUYAHOGA \$

On this the 18 day of MAY, 19 98, before me, Steve S. ANASTASIADIS, the undersigned officer, personally appeared RICHARD T. STRATTON SING/8 known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged, that he executed the same for the purposes therein contained.

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

(Seal)



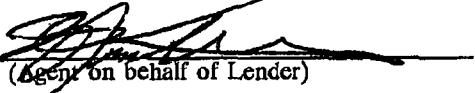
Notary Public

STEVE S. ANASTASIADIS
NOTARY PUBLIC STATE OF OHIO (Printed Name)
MY COMMISSION EXPIRES 2-20-02

My commission expires: _____

I certify that the precise residence and address of the within-named Lender is: UNITED COMPANIES LENDING CORPORATION®, 4041 ESSEN LANE, BATON ROUGE, LOUISIANA 70809

Signature:



(Agent on behalf of Lender)

VOL 1933 PAGE 548

ALL that certain piece, parcel or lot of land situate, lying and being in Brady Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at the Northeast corner of parcel being described; thence along land now or formerly of Bernard Berghoff South 7° 00' West 450.0 feet; thence by residue of tract of which this is a part North 83° 00' West 333.0 feet, South 7° 00' West 260.0 feet, North 83° 00' West 303.0 feet, North 7° 00' East 260.0 feet, and North 83° 00' West 452.0 feet; thence along land now or formerly of Buterbaugh Brothers North 7° 00' East 450.0 feet and South 83° 00' East 149.0 feet to the place of beginning. CONTAINING 18.41 acres.

EXCEPTING AND RESERVING, however, all the coal, fire clay and all the minerals in, upon and under the said premises with the right of egress, ingress and regress for the purpose of removing and transferring the coal, fire clay and other minerals, and the right to build and construct roads, shafts, gangways and drains in, through, upon and under the surface of the above described premises and also the privilege of locating and erecting fans, engines, machinery and buildings, and release of damage for injury to the said lands as being set forth more specifically in detail in a certain deed of Milton F. Richner et ux to Effie Bennett.

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

5-20-98

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 11:45 AM

BY Amie Escoie, Lott Service
PAGE 29-50
Karen L. Starck, Recorder

Entered of Record 5-20 1998 11:45 AM Karen L. Starck, Recorder

VERIFICATION

The undersigned, and duly authorized representative of Plaintiff, deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to his/her information and belief.

Susan L. Bellis

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
POOLING AND SERVICING
AGREEMENT DATED AS OF
JUNE 1, 1998, AMONG UCFC
ACCEPTANCE CORPORATION,
AS DEPOSITOR, UNITED
COMPANIES LENDING
CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff,

NO.: 2004-1248-CD

vs.

RICHARD T. STRATTON,

ISSUE NO.:

Defendant.

TYPE OF PLEADING
PRAECIPE TO REINSTATE
CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

FILED ON BEHALF
OF PLAINTIFF: UCFC
Loan Trust, et al.

COUNSEL OF RECORD
FOR THIS PARTY:

Kristine M. Anthou, Esquire
Pa. I.D. #77991

GRENEN & BIRSIC, P.C.
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

FILED
M 2:33 6A /remotestec
compl. to Shft
NOV 17 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
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ACCEPTANCE CORPORATION,
AS DEPOSITOR, UNITED
COMPANIES LENDING
CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff,

NO.: 2004-1248-CD

vs.

RICHARD T. STRATTON,

Defendant.

PRAECIPE TO REINSTATE CIVIL ACTION -
COMPLAINT IN MORTGAGE FORECLOSURE

TO: PROTHONOTARY

SIR/MADAM:

Kindly reinstate the Civil Action - Complaint in Mortgage
Foreclosure with respect to the above-referenced matter and mark the
docket accordingly.

GRENEN & BIRSIĆ, P.C.

11/11/04

BY: Mary A. Alvar
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100009
NO: 04-1248-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: UCFC LOAN TRUST 1998-B
vs.
DEFENDANT: RICHARD T. STRATTON

SHERIFF RETURN

NOW, December 10, 2004, AT 10:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RICHARD T. STRATTON, DEFENDANT AT 1234 DELIVERY RT 1 OR 201 SPRUCE LANE, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICHARD T. STRATTON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

FILED
013:45
JAN 20 2005 *OK*

William A. Shaw
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GRENNEN&BIRSC	94666	10.00
SHERIFF HAWKINS	GRENNEN&BIRSC	94665	43.50

Sworn to Before Me This

____ Day of _____ 2005

So Answers,

*Chester A. Hawkins
by Marley Hagan*
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
POOLING AND SERVICING
AGREEMENT DATED AS OF
JUNE 1, 1998, AMONG UCFC
ACCEPTANCE CORPORATION,
AS DEPOSITOR, UNITED
COMPANIES LENDING
CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff,

NO.: 2004-1248-CD

vs.

RICHARD T. STRATTON,

Defendant.

ISSUE NUMBER:

TYPE OF PLEADING:
PRAECEIPE FOR DEFAULT JUDGMENT
(Mortgage Foreclosure)

CODE -

FILED ON BEHALF OF
PLAINTIFF: UCFC
Loan Trust, et al.

I hereby certify that the
address of the Plaintiff is:
909 Hidden Ridge Drive
Suite 200
Irving, Texas 75038

the last known address
of the Defendant is:
1234 Delivery Route 1
Luthersburg, PA 15848 and

201 Spruce Lane
Luthersburg, PA 15848

COUNSEL OF RECORD
FOR THIS PARTY:

Kristine M. Anthou, Esquire
Pa. I.D. # 77991

GRENEN & BIRSIK, P.C.
One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

FILED ^{uk}
Atty ad. 020.00
m/3/0081
JAN 28 2005 Notice to
Def.

GRENEN & BIRSIK, P.C.

Kristine M. Anthou
Attorneys for Plaintiff

William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
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ACCEPTANCE CORPORATION,
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CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff,

NO.: 2004-1248-CD

vs.

RICHARD T. STRATTON,

Defendant.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR:

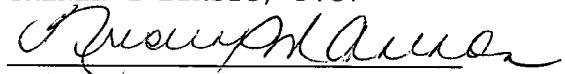
Please enter a default judgment in the above-captioned case in favor of Plaintiff and against the Defendant, Richard T. Stratton, in the amount of **\$41,435.56** which is itemized as follows:

Principal	\$ 32,757.90
Interest to 01/24/05	\$ 4,101.38
Late Charges to 01/24/05	\$ 278.19
Escrow Advances to 01/24/05	\$ 898.09
Corporate Advances	\$ 100.00
Title Search, Foreclosure and	
Execution Costs	\$ 2,500.00
Attorneys' fees	\$ 800.00
TOTAL	\$ 41,435.56

with interest on the Principal sum at the rate of **\$11.44** per diem from **January 24, 2005** and additional late charges, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

BY: GRENEN & BIRSIC, P.C.

BY:


Kristine M. Anthou, Esquire
Attorneys for Plaintiff

AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)
)

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Kristine M. Anthou, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant is not in the military service of the United States of America to the best of her knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment were mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.

Paula K. Allen

Sworn to and subscribed before me

this 25th day of January, 2005.

Gerald L. Potter

Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Gerald L. Potter, Jr., Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Dec. 10, 2007
Member, Pennsylvania Association Of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
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CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff,

NO.: 2004-1248-CD

vs.

RICHARD T. STRATTON,

Defendant.

TO: RICHARD T. STRATTON
1234 Delivery Route 1
Luthersburg, PA 15848

DATE OF NOTICE: January 04, 2005

NOTICE TO DEFEND

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

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

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 EXTENSION 5982

GRENNEN & BIRSIC, P.C.

By: Joseph W. Axler
Attorneys for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

FIRST CLASS MAIL/POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
POOLING AND SERVICING
AGREEMENT DATED AS OF
JUNE 1, 1998, AMONG UCFC
ACCEPTANCE CORPORATION,
AS DEPOSITOR, UNITED
COMPANIES LENDING
CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff,

NO.: 2004-1248-CD

vs.

RICHARD T. STRATTON,

Defendant.

TO: RICHARD T. STRATTON
201 Spruce Lane
Luthersburg, PA 15848

DATE OF NOTICE: January 04, 2005

NOTICE TO DEFEND

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

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

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-2641 EXTENSION 5982

GRENEN & BIRSCIC, P.C.

By: *Debra A. Allcorn*
Attorneys for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

FIRST CLASS MAIL/POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

COPY

Plaintiff,

NO.: 2004-1248-CD

vs.

RICHARD T. STRATTON,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: RICHARD T. STRATTON
201 Spruce Lane
Luthersburg, PA 15848

() Plaintiff
(XXX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or
Judgment was entered in the above captioned proceeding
on January 28, 2005.

() A copy of the Order or Decree is enclosed,
or
(XXX) The judgment is as follows: **\$41,435.56**

with interest on the Principal sum at the rate of **\$11.44** per diem from
January 24, 2005 and additional late charges, plus costs (including
increases in escrow deficiency) and for foreclosure and sale of the
mortgaged premises.

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
POOLING AND SERVICING
AGREEMENT DATED AS OF
JUNE 1, 1998, AMONG UCFC
ACCEPTANCE CORPORATION,
AS DEPOSITOR, UNITED
COMPANIES LENDING
CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

COPY

Plaintiff,

NO.: 2004-1248-CD

vs.

RICHARD T. STRATTON,

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: RICHARD T. STRATTON
1234 Delivery Route 1
Luthersburg, PA 15848

() Plaintiff
(XXX) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or
Judgment was entered in the above captioned proceeding
on January 28, 2005.

() A copy of the Order or Decree is enclosed,
or
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with interest on the Principal sum at the rate of **\$11.44** per diem from
January 24, 2005 and additional late charges, plus costs (including
increases in escrow deficiency) and for foreclosure and sale of the
mortgaged premises.

Deputy

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

COPY

UCFC Loan Trust 1998-B

Plaintiff(s)

No.: 2004-01248-CD

Real Debt: \$41,435.56

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Richard T. Stratton

Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 28, 2005

Expires: January 28, 2010

Certified from the record this 28th day of January, 2005.

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

IN THE COURT OF COMMON PLEAS OF CLEAFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
POOLING AND SERVICING
AGREEMENT DATED AS OF
JUNE 1, 1998, AMONG UCFC
ACCEPTANCE CORPORATION,
AS DEPOSITOR, UNITED
COMPANIES LENDING
CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff,

NO.: 2004-1248-CD

vs.

RICHARD T. STRATTON,

Defendant.

TYPE OF PLEADING
Praecipe for
Writ of Execution
(Mortgage Foreclosure)

FILED ON BEHALF
OF PLAINTIFF: UCFC
Loan Trust, et al.

COUNSEL OF RECORD
FOR THIS PARTY:
Kristine M. Anthou, Esquire
Pa I.D. #77991

GRENNEN & BIRSIC, P.C.

One Gateway Center
Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

FILED 64
1CC 96 wnts
m 13:15 AM to Staff
JAN 28 2005 Atty pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
POOLING AND SERVICING
AGREEMENT DATED AS OF
JUNE 1, 1998, AMONG UCFC
ACCEPTANCE CORPORATION,
AS DEPOSITOR, UNITED
COMPANIES LENDING
CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff,

NO.: 2004-1248-CD

vs.

RICHARD T. STRATTON,

Defendant.

PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

TO: Prothonotary

SIR/MADAM:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendant, Richard T. Stratton, as follows:

Amount Due	\$ 32,757.90
Interest	\$ 6,629.62
Late Charges	\$ 455.22
Escrow Deficiency	\$ 1,634.14
Corporate Advances	\$ 100.00
Attorneys' Fees	\$ 2,500.00
Title Search, Foreclosure and Execution Costs	\$ 800.00
TOTAL	\$ 44,876.88

132.00

Prothonotary costs

GRENEN & BIRSIĆ, P.C.

By:

Kristine M. Anthou
Kristine M. Anthou, Esquire
Pa. I.D. #77991
Attorneys for Plaintiff

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

UCFC Loan Trust 1998-B, created pursuant to a pooling and servicing agreement dated as of June 1, 1998, among UCFC Acceptance Corporation, as depositor, United Companies Lending Corporation, as servicer, and Bankers Trust Company of California, N.A., as Trustee

COPY

Vs.

NO.: 2004-01248-CD

Richard T. Stratton

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due UCFC Loan Trust 1998-B, created pursuant to a pooling and servicing agreement dated as of June 1, 1998, among UCFC Acceptance Corporation, as depositor, United Companies Lending Corporation, as servicer, and Bankers Trust Company of California, N.A., as Trustee Plaintiff(s) from RICHARD T. STRATTON, 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:.....\$44,876.88
INTEREST:.....\$6,629.62
PROTH. COSTS: \$
ATTYS' FEES:.....\$2,500.00
TITLE SEARCH, FORECLOSURE
and EXECUTION COSTS:.....\$800.00
DATE: 01/28/2005

PAID:.....\$132.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES:.....\$455.22
ESCROW DEFICIT:.....\$1,634.14
CORPORATE ADVANCES:.....\$100.00

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

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party: Kristine M. Anthou, Esq.
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
POOLING AND SERVICING
AGREEMENT DATED AS OF
JUNE 1, 1998, AMONG UCFC
ACCEPTANCE CORPORATION,
AS DEPOSITOR, UNITED
COMPANIES LENDING
CORPORATION, AS SERVICER,
AND BANKERS TRUST COMPANY
OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff,

NO.: 2004-1248-CD

vs.

RICHARD T. STRATTON,

Defendant.

LONG FORM DESCRIPTION

ALL that certain piece, parcel or lot of land situate, lying and being in Brady Township, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at the Northeast corner of parcel being described; thence along land now or formerly of Bernard Berghoff South 7° 00' West 450.0 feet; thence by residue of tract of which this is a part North 83° 00' West 533.0 feet, South 7° 00' West 260.0 feet, North 83° 00' West 505.0 feet, North 7° 00' East 260.0 feet, and North 83° 00' West 452.0 feet; thence along land now or formerly of Buterbaugh Brothers North 7° 00' East 450.0 feet and South 83° 00' East 149.0 feet to the place of beginning. CONTAINING 18.41 acres.

EXCEPTING AND RESERVING, however, all the coal, fire clay and all the minerals in, upon and under the said premises with the right of egress, ingress and regress for the purpose of removing and transferring the coal, fire clay and other minerals, and the right to build and construct roads, shafts, gangways and drains in, through, upon and under the surface of the above described premises and also the privilege of locating and erecting fans, engines, machinery and buildings, and release of damage for injury to the said lands as being set forth more specifically in detail in a certain deed of Milton F. Richner et ux to Effie Bennett.

EXCEPTING AND RESERVING therefrom the following conveyances.

1. 4.0 acres conveyed to Herbert Beam by deed of Grantors dated April 13, 1992, recorded April 14, 1992, in Clearfield County Deeds & Records Book 1453, page 566.
2. 4.0 acres conveyed to Robert D. Glaze, Jr. and Cheryl L. Glaze by deed of Grantors dated April 13, 1992, recorded April 14, 1992, in Clearfield County Deeds & Records Book 1453, page 571.

TAX PARCEL NUMBER: 107-C7-36.1

BEING KNOWN AS 1234 DELIVERY ROUTE 1, LUTHERSBURG, PA 15848.

BEING the same property which Ottis O. Stratton and Elizabeth L. Stratton, husband and wife, granted and conveyed to Richard T. Stratton, Grandson of the Grantors, by Deed dated June 23, 1993 and recorded June 24, 1993, in the Recorder of Deeds Office, Clearfield County, Pennsylvania in Deed Book Volume 1539, Page 168.

GRENEN & BIRSIC, P.C.

By: Kristine M. Anthou

Kristine M. Anthou, Esquire
Pa. I.D. #77991
Attorneys for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

Deed Book Volume	1539
Page	168
Tax Parcel Number:	107-C7-36.1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20436
NO. 04-1248-CD

PLAINTIFF: UCFC LOAN TRUST 1998-B, CREATED PURSUANT TO AO POOLING AND SERVICING AGREEMENT DATED AS OF JUNE 1, 1998, AMONG UCFC ACCEPTANCE CORPORATION AS DEPOSITOR UNITED COMPANIES LENDING CORPORATION, AS SERVICER, AND BANKERS TRUST COMPANY OF CALIFORNIA, NA,
VS.

DEFENDANT: RICHARD T. STRATTON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/31/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO GRENEN & BIRSCIC

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/15/2007

DATE DEED FILED NOT SOLD

FILED
01/15/2007
JAN 15 2007
S

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED RICHARD T. STRATTON

NOW, JANUARY 31, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY SALE AND RETURN WRIT, DUE TO BANKRUPTCY FILING.

@ SERVED

SEPTEMBER 21, 2006 BILLED ATTORNEY OFFICE FOR DOCKETING SALE. DOCKETED SALE ONLY. RETURN WRIT AS DOCKET ONLY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20436
NO: 04-1248-CD

PLAINTIFF: UCFC LOAN TRUST 1998-B, CREATED PURSUANT TO AO POOLING AND SERVICING AGREEMENT DATED AS OF JUNE 1, 1998, AMONG UCFC ACCEPTANCE CORPORATION AS DEPOSITOR UNITED COMPANIES LENDING CORPORATION, AS SERVICER, AND BANKERS TRUST COMPANY OF CALIFORNIA, NA,

VS.

DEFENDANT: RICHARD T. STRATTON

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$15.00

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
By: Cynthia Better-Aylenbach
Chester A. Hawkins
Sheriff

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

UCFC Loan Trust 1998-B, created pursuant to a pooling and servicing agreement dated as of June 1, 1998, among UCFC Acceptance Corporation, as depositor, United Companies Lending Corporation, as servicer, and Bankers Trust Company of California, N.A., as Trustee

Vs.

NO.: 2004-01248-CD

Richard T. Stratton

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To satisfy the debt, interest and costs due UCFC Loan Trust 1998-B, created pursuant to a pooling and servicing agreement dated as of June 1, 1998, among UCFC Acceptance Corporation, as depositor, United Companies Lending Corporation, as servicer, and Bankers Trust Company of California, N.A., as Trustee Plaintiff(s) from RICHARD T. STRATTON, 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:

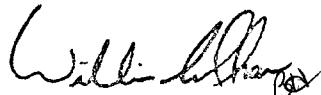
Garnishee(s) as follows:

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;

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AMOUNT DUE:.....\$44,876.88
INTEREST:.....\$6,629.62
PROTH. COSTS: \$
ATTYS' FEES:.....\$2,500.00
TITLE SEARCH, FORECLOSURE
and EXECUTION COSTS:.....\$800.00
DATE: 01/28/2005

PAID:.....\$132.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES:.....\$455.22
ESCROW DEFICIT:.....\$1,634.14
CORPORATE ADVANCES:.....\$100.00



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 81st day
of January A.D. 2005
At 1:00 A.M./P.M.

Chesler A. Newlin
Sheriff by Cynthia Butler-DePue

Requesting Party: Kristine M. Anthou, Esq.
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

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

UCFC Loan Trust 1998-B, created pursuant to a pooling and servicing agreement dated as of June 1, 1998, among UCFC Acceptance Corporation, as depositor, United Companies Lending Corporation, as servicer, and Bankers Trust Company of California, N.A., as Trustee

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Richard T. Stratton

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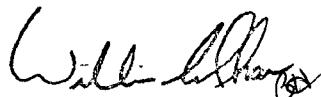
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DATE: 01/28/2005

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SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES:.....\$455.22
ESCROW DEFICIT:.....\$1,634.14
CORPORATE ADVANCES:.....\$100.00



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 31st day
of January A.D. 2005
At 10:00 A.M./P.M.

Christine M. Anthou
Sheriff by Cynthia Biles, Deputy

Requesting Party: Kristine M. Anthou, Esq.
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

UCFC LOAN TRUST 1998-B,
CREATED PURSUANT TO A
POOLING AND SERVICING
AGREEMENT DATED AS OF
JUNE 1, 1998, AMONG UCFC
ACCEPTANCE CORPORATION,
AS DEPOSITOR, UNITED
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OF CALIFORNIA, N.A.,
AS TRUSTEE,

CIVIL DIVISION

Plaintiff,

NO.: 2004-1248-CD

vs.

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TAX PARCEL NUMBER: 107-C7-36.1

BEING KNOWN AS 1234 DELIVERY ROUTE 1, LUTHERSBURG, PA 15848.

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GRENEN & BIRSIĆ, P.C.

By: Kristine M. Anthou

Kristine M. Anthou, Esquire
Pa. I.D. #77991
Attorneys for Plaintiff
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222
(412) 281-7650

Deed Book Volume	1539
Page	168
Tax Parcel Number:	107-C7-36.1

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RICHARD T. STRATTON

NO. 04-1248-CD

NOW, January 13, 2007, 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 , I exposed the within described real estate of Richard T. Stratton to public venue or outcry at which time and place I sold the same to GRENEN & BIRSCIC he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE INTEREST @ FROM TO	32,757.90 0.00
MILEAGE LEVY		PROTH SATISFACTION	
MILEAGE POSTING		LATE CHARGES AND FEES	455.22
CSDS COMMISSION	0.00	COST OF SUIT-TO BE ADDED	
POSTAGE		FORECLOSURE FEES	800.00
HANDBILLS		ATTORNEY COMMISSION	
DISTRIBUTION		REFUND OF ADVANCE	
ADVERTISING		REFUND OF SURCHARGE	20.00
ADD'L SERVICE		SATISFACTION FEE	
DEED		ESCROW DEFICIENCY	1,634.14
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE		INTEREST	6,629.62
ADD'L LEVY		MISCELLANEOUS	
BID/SETTLEMENT AMOUNT		TOTAL DEBT AND INTEREST	\$42,396.88
RETURNS/DEPUTIZE			
COPIES			
BILLING/PHONE/FAX		COSTS:	
CONTINUED SALES			
MISCELLANEOUS	20.00	ADVERTISING	0.00
TOTAL SHERIFF COSTS	\$35.00	TAXES - COLLECTOR	
		TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
		DEED COSTS	0.00
DEED COSTS:		SHERIFF COSTS	35.00
ACKNOWLEDGEMENT		LEGAL JOURNAL COSTS	0.00
REGISTER & RECORDER		PROTHONOTARY	
TRANSFER TAX 2%	0.00	MORTGAGE SEARCH	
TOTAL DEED COSTS	\$0.00	MUNICIPAL LIEN	
		TOTAL COSTS	\$35.00

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

GREENEN & BIRSIG, P.C.
ATTORNEYS AT LAW
ONE GATEWAY CENTER
NINTH FLOOR
PITTSBURGH, PENNSYLVANIA 15222
(412) 281-7650
FAX (412) 281-7657

January 31, 2005

VIA FAX TO (814) 765-5915 AND
FIRST CLASS MAIL

Clearfield County
Sheriff's Department
230 East Market Street
Clearfield, PA 16830

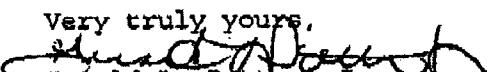
ATTENTION: REAL ESTATE DIVISION

Re: UCFC Loan Trust, et al. vs. Stratton
Docket Number: 2004-1248 CD

Dear Sir/Madam:

Please be advised that this firm represents the Plaintiff with regard to the above-referenced matter. This letter shall serve as authorization for the Sheriff of Clearfield County to return the Writ of Execution that was filed on January 21, 2005 due to the Defendant filing a Chapter 7 Bankruptcy Petition on January 23, 2005 at 05-10774 (Northern District of Ohio).

If you have any questions, please feel free to contact me.

Very truly yours,

Gerald L. Potter, Jr.
Legal Assistant