

04-1260-CD
WELLS FARGO BANK, NA VS RHONDA DIXON

Wells Fargo vs Rhonda Dixon
2004-1260-CD

FILED ^{CP} _{no cc}
7/11:31 PM
APR 20 2005

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC
BY: JOSEPH REJENT, ESQUIRE
ATTORNEY I.D. NO: 59621
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 04-22430

Wells Fargo Bank, N.A., successor by merger to
Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding Home
Equity Loan Trust 2001-1

PLAINTIFF

VS.

Rhonda Dixon
DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 04-1260-CD

CERTIFICATION OF NOTICE TO LIENHOLDERS
PURSUANT TO PA R.C.P 3129.2 (C) (2)

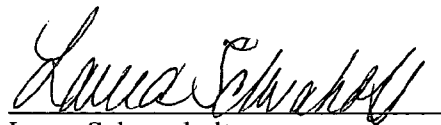
I, Laura Schwanholt, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for Delta Funding Home Equity Loan Trust 2001-1, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on April 18, 2005, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:


Laura Schwanholt
Legal Assistant

04-22430

SHAPIRO & KREISMAN
2520 RENAISSANCE BLVD., SUITE #80
KING OF PRUSSIA, PA 19406

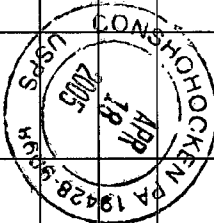
Check type of mail:
☐ Express
☐ Registered
☐ Insured
☐ COD

☐ Return Receipt (RR) for Merchandise
☐ Certified
☐ Int'l Rec. Del.
☐ Del. Confirmation (DC)

If Registered Mail, Affix stamp here if issued as certificate of mailing, or for additional copies of this bill. **Postmark and Date of Receipt**



Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	04-22430	Tenant on Occupant													
2		518 Walton Street													
3		Phil. p. b. v. g. p. s. 16306													
4															
5		Clearfield County Domestic Relations													
6		230 East Market Street													
7		Clearfield, PA 16830													
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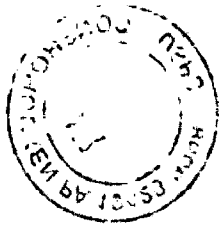
Total Number of Pieces Listed by Sender: 2

Total Number of Pieces Received at Post Office: 2

Postmaster, Per (Name of receiving employee):

[Signature]

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.



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APR 20 2005

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC
BY: DAVID FEIN, ESQ., ILANA ZION, ESQ.,
ATTORNEY I.D. NOS. 82628, 87137
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 04-22430

Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 2001-1
1665 Palm Beach Lakes, Suite 105
West Palm Beach, FL 33401
PLAINTIFF

VS.

Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866
DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 04-1260-CD

COMPLAINT - CIVIL ACTION
MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

FILED ^{EGK}
m/12/2004
AUG 16 2004
Att. pd. \$5.00
acc shff
William A. Shaw
Prothonotary/Clerk of Courts

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW
FIRM IS DEEMED TO BE A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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BY: DAVID FEIN, ESQ., ILANA ZION, ESQ.,
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Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 2001-1
1665 Palm Beach Lakes, Suite 105
West Palm Beach, FL 33401
PLAINTIFF

VS.

Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866
DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for Delta Funding Home Equity Loan Trust 2001-1, the address of which is, 1665 Palm Beach Lakes, Suite 105, West Palm Beach, FL 33401, brings this action of mortgage foreclosure upon the following cause of action:

1. Parties to Mortgage:
Mortgagee: Delta Funding Corporation
Mortgagor: Rhonda Dixon
- (b) Date of Mortgage: May 24, 2001
- (c) Place and Date of Record of Mortgage:
Recorder of Deeds
Clearfield County
Mortgage Book Doc ID #200108609
Date: June 7, 2001

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignment:

Assignor: Delta Funding Corporation

Assignee: Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank
Minnesota, National Association, as Trustee for Delta Funding Home Equity
Loan Trust 2001-1

As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment.
3. The real property which is subject to the Mortgage is generally known as 518 Walton Street, Philipsburg, Pa 16866 and is more specifically described as attached as part of Exhibit "A":
4. The name and mailing address of each Defendant is:
Rhonda Dixon, 518 Walton Street, Philipsburg, PA 16866
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of March 30, 2004 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of July 30, 2004:

Principal of Mortgage debt due and unpaid	\$44,200.02
Interest currently due and owing at 11.14% per annum calculated from February 29, 2004 at \$13.49 each day	\$2,063.97
Late Charge of \$21.57 per month assessed on the 16th of each month from April 14, 2004 to July 15, 2004, (4 Months)	\$86.28
Accrued Late Charges	\$21.55
Property Inspection	\$10.50
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1,500.00
<u>TOTAL</u>	\$48,132.32

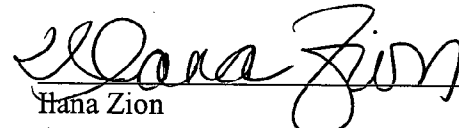
8. Interest accrues at a per diem rate of 13.49 each day after July 30, 2004 that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Mortgage.
9. The attorneys' fees set forth above are in conformity with the 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 attorneys' fees will be charged based on work actually performed.
10. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: 8-11-04

BY:


Hana Zion
Attorney for Plaintiff

S & K File No. 04-22430

PLEASE RETURN TO:

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

Space Above This Line for Recording Information

MORTGAGE

Loan Number: 0099019895

App Number: 0105112118

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This Mortgage, which is Dated May 24, 2001
will be called the "Security Agreement."

(B) "Borrower(s)." RHONDA DIXON

residing at 518 WALTON STREET, Phillipsburg, PA 16866
will be called Borrower, and sometimes simply "I" or "me."

(C) "Lender." DELTA FUNDING CORPORATION
Lender is a corporation which exists under the laws of the State of New York
Lender's address is: 1000 WOODBURY ROAD
sometimes will be called "Lender."

Woodbury, NY 11797

(D) "Note." The Note signed by Borrower and dated May 24, 2001
the "Note." The Note shows that I owe Lender Forty Four Thousand Eight Hundred
and No/100
will be called

(S 44,800.00) plus interest. I have promised to pay this debt in monthly payments
and to pay the debt in full by May 30, 2031

(E) "Property." The property that is described below in the section titled "Description of the Property"
will be called the Property, which is located in Clearfield COUNTY,
PENNSYLVANIA.

(F) "Sums secured," the amounts described below in the section titled Borrower's Transfer to Lender of
Rights in the Property sometimes will be called the "sums secured."

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property described below to Lender, subject to the terms of this
Security Instrument. This Security Instrument secures to Lender those rights that are stated in this
Security Instrument, and also those rights that the law gives to lenders who hold mortgages on real
property. I am giving Lender these rights to protect Lender from possible losses that might result if I
fail to:

(A) Pay all the amounts that I owe Lender as stated in the Note, with interest, and all renewals,
extensions and modifications to the Note;

(B) Pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 of this Security
Instrument to protect the value of the Property and Lender's rights in the Property; and

(C) Keep all of my other promises and agreements under this Security Instrument, and the Note.

DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (J) below:

(A) The Property located at 518 WALTON STREET, Phillipsburg, PA 16866

Address # 2:

Address # 3:

. The legal description of the Property is more fully described in the Schedule "A" Legal Description
attached hereto and made a part hereof;

(B) All buildings and other improvements that are located on the Property described in subparagraph

(A) of this section;

EXHIBIT "A"

EXHIBIT "A"
LEGAL DESCRIPTION

ALL that certain messuage, tenement, and tract of land, together with all improvements thereon, situate, lying, and being in the Borough of Chester Hill, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Northeast corner of the intersection of Laura and Walton Streets; thence along the line of Laura Street North 33 degrees 28 minutes West, a distance of sixty (60) feet to an iron pipe; thence North 58 degrees 57 minutes East, a distance of ninety (90) feet to a point; thence South 33 degrees 28 minutes East, a distance of thirty-five (35) feet, more or less, to a point; thence South 58 degrees 57 minutes West, a distance of thirty and five-tenths (30.5) feet, more or less, to an iron pipe; thence South 31 degrees 03 minutes East, a distance of twenty-five (25) feet to an iron pipe on the line of Walton Street; thence along the line of Walton Street, South 58 degrees 57 minutes West, a distance of fifty-eight (58) feet to an iron pipe, the point and place of beginning.

EXCEPTING AND RESERVING to W.S. Myers, his heirs and assigns, a right-of-way for a water line together with the right to enter the land and repair, replace or maintain said water line.

SUBJECT to all exceptions, reservations and conditions of all prior deeds of record.

AND ALSO KNOWN AS 518 Walton Street, Philipsburg, Pennsylvania, and bearing Clearfield County Tax Assessment No. 3-P12-335-003.1.

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, covenants, conditions, and restrictions of record.

BEING the same premises which William G. Greer and Dorothy E. Greer, husband and wife, by Deed dated July 8, 1994 and recorded July 16, 1994 in Clearfield County in Deed Book Volume 1773 at Page 303, granted and conveyed unto Rhonda Dixon, adult individual.

- (C) All rights in other property that I have as owner of the Property described in subparagraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the Property;"
- (D) All rents or royalties from the Property described in subparagraph (A) of this section;
- (E) All mineral, oil and gas rights and profits, water rights and stock that are part of the Property described in subparagraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of or next to, the Property described in subparagraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the Property described in subparagraphs (A) and (B) of this section; along with but not limited to stoves, refrigerators, washers, dryers, dishwashers, ovens, air conditioning units;
- (H) All of the rights and property described in subparagraphs (B) through (G) of this section that I acquire in the future;
- (I) All replacements of, or additions to, the Property described in subparagraphs (B) through (H) of this section; and
- (J) All of the amounts that I pay to Lender under Paragraph 2 below.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains uniform promises and agreements that are used in real property security agreements all over the country. It contains non-uniform promises and agreements that vary to a limited extent, in different parts of the country. My promises and agreements are stated in "plain language."

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, principal and interest due under the Note and any prepayment and late charges due under the Note.

2. MONTHLY PAYMENTS FOR TAXES & INSURANCE

A) Borrower's Obligations

I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the property and mortgage insurance (if any). I will pay those amount to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my monthly payments of principal and interest are due under the Note.

Each of my payments under this Paragraph 2 will be the sum of the following:

(i) One-twelfth of the estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument; plus

(ii) One-twelfth of the estimated yearly leasehold payments or ground rents on the Property, if any; plus

(iii) One-twelfth of the estimated yearly premium for hazard insurance covering the Property (if required); plus

(iv) One-twelfth of the estimated yearly premium for mortgage insurance (if any); plus

(v) One-twelfth of the estimated yearly premium for flood insurance (if required).
In accordance with applicable law, Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums. Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. Lender may, at any time, collect and hold items under Paragraph 2 in an aggregate amount not to exceed the maximum amount that may be required for Borrower's account under the Real Estate Settlement Procedures Act of 1974, 12 USC 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time. ("RESPA"), except that I will pay to Lender an additional sum equal to one-sixth of the aggregate amount of yearly payments under this paragraph 2 or a lesser amount if required by applicable law. This sum is known as the "reserve" or "cushion," and is permitted by RESPA for unanticipated disbursements or disbursements before my payments are available in the account. These amounts that I pay to Lender for these items under Paragraph 2 will be called the "Funds." These Funds may be commingled with the funds of the Lender unless the law requires 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. Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise.

B) Lender's Obligations

Lender will use the Funds to pay the above listed items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

C) Adjustments

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Security Instrument, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future monthly payments of funds. There will be excess amounts if, at any time, the sum of (i) the amount of funds which Lender is holding or keeping, plus (ii) the amount of the monthly payments of funds which I still must pay between that time and the due dates of these items is greater than the amount necessary to pay the above listed items when they are due. If the Funds exceed the amounts permitted to be held by RESPA, Lender shall deal with excess funds as required by RESPA.

If, when payments of these items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the these items in full. I must pay that additional amount in one or more payments as Lender may require, and permitted by RESPA.

3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

First, to pay any prepayment charges due under the Note; Next, to pay late charges under the Note; Next, to pay any amounts due to Lender under Paragraph 2 above or other advances; Next to pay interest due; and Last to pay principal due.

4. BORROWERS'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxes, assessments, charges, fines and impositions attributable to the Property and that may be superior to this Security Agreement. I will also make payments due under any lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this either by making the payments to Lender that are described in Paragraph 2 above or, if I am not required to make payments under Paragraph 2, by making the payments on time to time to the person owed them (In this Security Instrument, the word "person" means any person, organization, governmental authority or other party.) If I make direct payments, then promptly after making any of those payments, I will give Lender a receipt which shows that I have done so. If I make payments to Lender under Paragraph 2, I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 4.

Any claim, demand or charge that is made against the Property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (A) I agree, in writing to pay the obligation which gave rise to the superior lien, and Lender approves the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that during the lawsuit the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement approved in writing by Lender that the lien of this Security Instrument is superior to the lien held by that person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give Borrower a notice identifying the superior lien. Borrower shall pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days from the giving of notice.

5. BORROWER'S OBLIGATION TO MAINTAIN HAZARD INSURANCE

I will obtain hazard insurance to cover all buildings and other improvements that are now, or in the future, will be located on the Property. The insurance must cover loss or damage caused by fire hazards normally covered by "extended coverage" hazard insurance policies, and other hazards, including floods or flooding, for which lender or state or federal government requires coverage. The insurance must be in the amounts and for the periods of time required by Lender or government agency. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. If I do not maintain coverage as described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in accordance with this paragraph and paragraph 7. If the property is determined to be located in a flood zone that requires flood insurance, as designated by the Federal Emergency Management Agency or another agency that has the authority to make such determination, I understand that I will be required to obtain flood insurance coverage for the property.

All of the insurance policies and renewals of those policies must include what is known as a "Standard Mortgagee" clause to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so. The amount paid by the insurance company is called "proceeds." I authorize the Lender to settle any claims and collect the proceeds on my behalf and use them to reduce the amount I owe to Lender under the Note and under this Security Instrument (whether or not repairs have been made by me), or Lender may release the proceeds to me for use in the repair or restoration of the damaged Property. Lender may use the proceeds to repair or restore the property or to pay the sums secured.

If any proceeds are used to replace the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property under Paragraph 25 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the sums secured immediately before the Property is acquired by Lender or sold.

In the event that Borrower fails to maintain hazard insurance or flood insurance as outlined in this Paragraph 5, or has the policy cancelled, then and in that event, Lender may obtain the necessary insurance. Lender may charge borrower a "surcharge" to cover the costs and administration of said insurance, and will be responsible for the payment of these fees and all premiums on said insurance. If the Lender obtains insurance, it will only provide protection for the premises. Contents, liability and other items will not be insured.

Borrower irrevocably assigns to lender all of my right, title and interest in any tax/insurance escrow refunds, insurance proceeds or the like regardless of how designated, which is/are in any way related to the subject property, and authorizes these amounts to be paid directly to Lender. Lender will credit all payments to the borrower(s) account in the order of priority, as specified in paragraph 3 hereof.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair. I will not destroy, damage or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the property, I will fulfill my obligations under any lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY: MORTGAGE INSURANCE

If: (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may affect Lender's rights under the Note or in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Note and Property. Lender's actions may include 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.

I will pay to Lender any amount with interest, which Lender spends under this Paragraph 7. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, I will pay the premiums for that mortgage insurance. I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law. Lender may require me to pay the premiums in the manner described in Paragraph 2 above.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times.

9. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY

A taking of property by any governmental authority by eminent domain is known as "condemnation." I give to Lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the property and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender.

If all of the Property is taken, the proceeds will be used to reduce the sums secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of 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. The remainder of the proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the sums secured. The 30 day period will begin when the notice is given. If any proceeds are used to reduce the amount of principal which I owe the Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

(A) Borrower's Obligations

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Security Instrument. Lender may allow these delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling the obligation of the Note or the Security Instrument.

(B) Lender's Rights

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Extension of 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. 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. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 19 below to demand that I make immediate payment in full of the amount that I owe to Lender under the Note and this Security Instrument.

11. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any person who takes over my right or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all sums secured. However, if one of us does not sign the Note: (A) that person is signing this Security Instrument only to give that person's rights in the Property to Lender under the terms of this Security Instrument, and (B) that person is not personally obligated to pay the sums secured; and (C) that person agrees that Lender may agree with the other Borrowers to delay enforcing any of Lender's rights or so modify or make any accommodations with regard to the terms of this Security Instrument or the Note without that person's consent.

12. 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 permitted limits: (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.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Note or this Security Instrument unenforceable, Lender may require immediate payment in full of all sums secured by this Security Instrument as that phrase is defined in Paragraph 19 below. If Lender requires immediate payment in full under this Paragraph 13, Lender will take the steps and may act as specified in Paragraph 19 below.

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at the address stated in the section above titled "Description of the Property." A notice will be given to me at a different address if I give Lender a written notice of my different address. Any notice that must be given to Lender under this Security Instrument will be given by mailing it to Lender's address stated in paragraph (C) of the section above titled "Words Used Often In This Document." A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

15. LAW THAT GOVERNS THIS SECURITY INSTRUMENT

This Security Instrument is governed by Federal law and the laws of the jurisdiction where the property is located.

The borrower hereby consents and agrees that the debt hereby secured, or any part thereof, may be renewed or extended beyond maturity as often as may be desired by agreement between the creditor and any subsequent owner of the property, and no such renewal or extension shall in any way affect the borrower's responsibility, whether as surety or otherwise. The borrower and any other party assuming liability hereunder hereby consent and agree that if the property conveyed hereby or a substantial portion thereof is transferred to any subsequent owner, and the creditor exercises the right to accelerate the debts secured hereby, the creditor may accept any delinquent payments or other cure of default giving rise to such acceleration from the then owner of the property or any other person and reinstate the indebtedness in accordance with the schedule of maturity as of the time of acceleration or upon such new schedule as may be agreed if renewal or extension are otherwise permitted and no such reinstatement shall in any way affect the liability of such prior parties, whether as surety or otherwise. If any term of this Security Instrument or of the Note conflicts with the law, all other terms of this Security Instrument and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Security Instrument and of the Note which conflicts with the law can be separated from the remaining terms, and the remaining terms will still be enforced. The borrower hereby waives its right to a jury trial.

16. BORROWER'S COPY

I will be given one conformed copy of the Note and of this Security Instrument and hereby acknowledge receipt thereof.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (A) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property; (B) the creation of a purchase money security interest for household appliances; (C) a transfer by devise, descent or by operation of law upon the death of a joint tenant; or (D) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 14 hereof, and Lender may, in accordance with Pennsylvania law, invoke any remedies permitted by this Security Instrument.

Lender may consent to a sale or transfer if (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable laws, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer. Borrowers will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

18. BORROWER'S WARRANTIES REGARDING FORFEITURE

Borrower states that he will not use, and will not permit any third party to use the Property or any portion thereof or interest therein for any purpose that would cause the property to be subject to forfeiture. Borrower further states that the Property has not been acquired with the proceeds from any transaction or activity that would thereby cause the property to be subject to forfeiture.

19. LENDER'S RIGHT TO REQUIRE IMMEDIATE PAYMENT IN FULL

If I fail to keep any promises or agreements made in the Note or in this Security Instrument, including the promises to pay when due the amounts I owe to Lender, I will be in default. If this occurs, the Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment in Full." If I am in default for any reason, you have the right to demand payment of the entire amount I owe you. If Lender requires payment in full or in the event of a foreclosure action, I agree to pay reasonable and permissible legal fees, costs and disbursements, and that such total amount shall be paid by me with interest, as specified in paragraph 25, up to the day you actually receive such payment, even after foreclosure occurs. In any lawsuit for sale, Lender will have the right to (i) collect all costs allowed by law; (ii) have the Property sold as one parcel; and (iii) have a Receiver appointed by the Court without first giving notice to me and without regard to the value of the Property.

Upon acceleration, Borrower shall have no right to reinstate. All rights and remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

20. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If Lender requires Immediate Payment in Full, or if I abandon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may; (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change leases. If Lender notifies the tenants, Lender has the right to collect rental payments to Lender without having to ask whether I failed to keep any promises and agreements under this Security Instrument. If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property.

All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 20, will be used first to pay the costs of collecting rental payments and/or managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this Security Instrument. The costs of managing the Property may include the receiver's fees, reasonable attorney's fees, and the cost of any necessary bonds. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

If I fail to make any payments or keep promises under this Security Instrument or the Note, then I shall pay monthly in advance to you or to any receiver a fair charge for the use of the Property that I occupy. If I do not pay this fair charge, you or the receiver may sue to collect it or to remove me, or both. I will not collect more than one (1) month's rent in advance from any tenant or occupant without your written consent.

21. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

When Lender has been paid all amounts due under the Note and under this Security Instrument the Lender will release this Security Instrument and deliver a certificate stating this Security Instrument has been paid in full. Lender will then deliver a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the Release in the proper official records.

22. ADDITIONAL CHARGES

I agree to pay all reasonable charges in connection with the servicing of this loan, including but not limited to obtaining tax searches and bills and in processing insurance loss payments, ownership transfers, releases, easements, consents, extensions, modifications, special agreements, assignments, reduction certificates, asset recovery and satisfaction of mortgage.

In the event Borrower directs Lender to order any reports, appraisals, searches, examinations and/or the like, I agree that the expense for the same is to be added to the balance of the existing mortgage, if same is not paid within 30 days of written notification.

23. HAZARDOUS SUBSTANCES

Borrower shall not create or suffer to exist, or permit any of its agents, employees, contractors, tenants, or invitees to create or suffer to exist any lien, security interest charge or encumbrance against the Property or any portion thereof, relating to any physical or environmental condition, including, but not limited to, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. 9607(f)) or any similar federal, state, or local statute, regulation, rule, order, or ordinance.

Borrower shall not cause or permit any other party to 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.

Borrower shall promptly give the 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 the Borrower has actual knowledge or should have actual knowledge. If Borrower learns or is notified by any governmental or regulatory authority that any removal or remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take necessary remedial, removal, and other actions necessary to clean up and remove all Hazardous Substances, solid wastes, or contaminants on, in, from, or affecting the property or any portion thereof, in accordance with environmental law, to the satisfaction of the lender and in accordance with all orders and directives of governmental authorities having jurisdiction over the Property and/or such substances or materials. If Borrower fails to take remedial action, and upon receipt of notice from any party asserting the existence of any Hazardous Substances affecting the property that if true may result in an order, suit, imposition of a lien on the property, or other action, or if the lender in good faith believes would jeopardize its security interest, the Lender at its option shall take whatever action is necessary in accordance with environmental law, to clean up, remove, resolve or otherwise remediate the situation. All reasonable costs and expenses paid or incurred by Lender in the exercise of such rights shall be secured by the liens securing this loan and shall be payable by borrower upon demand by Lender.

Borrower shall indemnify, exonerate, defend and hold harmless Lender, its officers, directors, shareholders, agents, and employees, from and against any and all claims, demands, obligations, penalties, fines, suits, liabilities, settlements, damages, losses, costs, and expenses (including but not limited to, attorney and consultant fees and expenses, investigation fees, laboratory expenses, cleanup costs, court costs, and other expenses of litigation or arbitration), as well as any such fees and expenses incurred in enforcing this indemnity, and any violation of any applicable environmental laws in effect on or before the date hereof or hereafter made effective.

As used in this document, "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 or by-products, toxic pesticides, herbicides and fungicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this document, "Environmental Law" means federal, state, and local laws, statutes, rules, regulations, judicial orders and decisions that relate to health, safety or environmental protection and maintenance in the jurisdiction where the property is located.

24. MISCELLANEOUS PROVISIONS

(A) In the event that the holder of this Security Instrument be required to retain legal counsel for the purpose of commencing foreclosure proceedings hereunder, a reasonable sum shall be added to the said indebtedness, as fair and reasonable legal fees and deemed secured hereby in addition to expenses, costs, allowances as provided by law.

(B) If this Security Instrument involves a condominium unit, any failure to pay common charges when they become due shall be considered a default under the terms of this Security Instrument.

(C) If I am permitted to cure a default of this Note or the Mortgage securing this Note pursuant to the United States Bankruptcy Code (Title 11 U.S.C.) or other applicable law, I specifically agree that the amount necessary to cure the default shall include the sum of all amounts past due under the terms of the Note and/or Mortgage, including all principal, interest, and late charges, and all amounts advanced by Lender pursuant to the terms of the Note and/or Mortgage, including all attorneys fees and interest rate required by the Note and/or Mortgage from the date on which I elect to cure the default to the date on which the default is fully cured.

Nothing herein shall be construed to allow me any right to cure any default of the Note or Mortgage except as specifically authorized under the United States Bankruptcy Code (Title 11 U.S.C.) or other applicable law.

(D) In the event that Lender shall advance any money in order to pay Borrower's insurance, taxes and/or hazard insurance and/or any other judgments, liens, violations, or actions under paragraph 23, then Borrower will pay interest on the sums advanced at the rate specified in Borrower's Note.

(E) In the event the premises suffers damage or Borrower's statements and/or representations have been found to be false prior to the disbursement of funds, Lender, in its sole discretion, may cancel this Note and Lender shall have no further obligations to the Borrower. Lender agrees that Lender will file a Satisfaction of Mortgage in the county this Security Instrument is filed with the Office of the County Clerk prior to cancellation by Lender.

(F) In the event that any check paid by Borrower to Lender is returned unpaid then and in that event Lender may, at Lender's option, require bank or certified funds for each payment made thereafter.

(G) In the event the Borrower(s) herein cause or bring any action, proceeding or petition for the assignment, liquidation or rearrangement of their total indebtedness under any federal, state or local statute, and in such event there is an improper impairment of the lien of this Security Instrument within the meaning of any Title, Code or local statute therein relevant, there shall be allowed, awarded and granted to the holder of this Security Instrument by the court or tribunal having jurisdiction thereof, reasonable legal fees incurred to protect the lien of this Security Instrument against such improper impairment, or in the event the holder of this Security Instrument is required to bring on any motion or proceeding to vacate any stay or compel rejection of any proposed plan. Such award of reasonable counsel fees shall be based upon the reasonable hourly billing rate of an experienced real estate/bankruptcy practitioner within the jurisdiction of the court or tribunal, and without any reference or regard direct or indirect to the now disused theory of "economy of administration."

(H) In addition, Lender shall be entitled to charge interest on all accrued interest, foreclosure costs, attorney fees whether incurred as a result of the foreclosure or the bankruptcy proceeding, or other pre-petition arrearage payable pursuant to or through any plan in the bankruptcy proceeding. The interest rate shall be the same rate charged under the Note secured by this Security Instrument.

25. ACCELERATION; DEFAULT; REMEDIES

In the event of a default by Borrower, in any of its covenants and agreements hereunder or in the event of a breach of any of Borrower's representations and warranties herein, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand or notice to Borrower and may invoke any remedy permitted by applicable law.

If the lender requires payment in full, or in the event of a foreclosure action, I agree to pay reasonable legal fees, principal and interest, costs and disbursements, allowances and additional allowances as may be awarded by any judgment of foreclosure and sale added thereto. After acceleration and until a judgment has been entered, I shall pay this total amount with interest, up to the day you actually receive such payment, at the following interest rate: a) 16% if this is a mortgage in excess of \$50,000.00; or b) the Note rate if this is a mortgage bearing an original principal amount between \$5,000.00 and \$50,000.00. After a judgment has been rendered, the interest rate will be the highest permitted by the state of Pennsylvania.

In addition, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 25, including, but not limited to, reasonable attorney's fees, and costs of title evidence. Upon acceleration, Borrower shall have no right to reinstate. All rights and remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

BORROWER'S COMPLIANCE

a) Upon the request of the Lender, its successors or assigns, I shall:

1) furnish and execute any documents required by the Lender to verify the truth and accuracy of any information provided by me in connection with my mortgage loan, including, but not limited to, income, employment, deposit and loan authorizations and verifications, income tax returns, and contracts and settlement statements for the sale of other properties;

2) execute any document that should have been signed at or before the closing; re-execute any document signed at or before the closing; and execute that which was incorrectly drafted and signed at the closing, including but not limited to, correction notes, correction mortgages and other correction instruments;

3) furnish any documents required by, and comply with any conditions, work and/or certificates set forth in Lender's appraisal report or firm commitment;

4) execute any additional documentation and provide any additional information required by the Lender to facilitate the sale of the mortgage into the secondary mortgage market.

b) I represent and agree that all request by Lender will receive the full cooperation of and compliance by me within five days of the making of the requests, and the obligations hereunder shall survive the closing.

c) It is further agreed that my failure to comply with the representations and agreements hereunder shall constitute a default under the note and mortgage executed in connection with this agreement, and shall entitle the Lender, its successors or assigns to any and all of the remedies available upon default under the note and/or mortgage, including collection of default interest, attorney's fees, costs and disbursements.

26. RIDERS TO THIS SECURITY INSTRUMENT

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the promises and agreements of each are incorporated as a part of this Security Instrument.

[Check applicable box(es)]

☐ Adjustable Rate Rider
☐ Condominium Rider
☐ 1-4 Family Rider
☐ Rate Improvement Rider
☐ V.A. Rider

☐ Biweekly Payment Rider
☐ Graduated Payment Rider
☐ Planned Unit Development Rider
☐ Second Home Rider
☐ Other _____

BY SIGNING BELOW, Borrowers accept and agree to the promises and agreements contained in this Security Instrument and in any rider(s) signed by me and recorded with it.

Rhonda Dixon
RHONDA DIXON

STATE OF PENNSYLVANIA, Clearfield County ss:

On this 24th day of May,
a Notary Public in and for said County, personally appeared
RHONDA DIXON

2001 before me, the undersigned,

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires:

Mark W. Bumgarner
Notary Public

Notarial Seal
Mark W. Bumgarner, Notary Public
Spring Twp., Centre County
My Commission Expires Oct. 20, 2003



CERTIFICATE OF RESIDENCE

I, SEVEN SMITH, do hereby certify that the correct address of the
within named Mortgagee is 1000 Woodbury Road, Woodbury, New York 11797.

Witness my hand this 24th day of May, 2001.

Seven Smith
Agent of Mortgagee

The attached Mortgage covers real property principally improved by a one to four family dwelling.

Premises commonly known as:

518 WALTON STREET, Phillipsburg, PA 16866

District _____ Section _____ Block _____ Lot _____

Rhonda Dixon
RHONDA DIXON

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER

200108609

RECORDED ON

Jun 07, 2001

2:49:04 PM

RECORDING FEE - \$37.00
RECORDER

COUNTY IMPROVEMENT FUND \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$39.50

CUSTOMER

FIDELITY CLOSING SERVICES

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 24th day of May 2001 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the Security Instrument) of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to DELTA FUNDING CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

Property Address: 318 WALTON STREET, PHILADELPHIA, PA 19106

Address # 2:

Address # 3:

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 11.140%. The Note provides for changes in the interest rate and the monthly payments as follows:

2. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 30th day of May 2004 and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in "The Wall Street Journal." The most recent Index figure available as of the 15th day of the month 2 months prior to the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding six and 540 thousandths percentage point(s) (6.540%) to the Current Index. The Note Holder will then round the result of this addition to the next highest Five Basis Points (.05%) Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.140% or less than 11.140%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 18.140% or less than 11.140%. In the event of default your interest rate will be the greater of the adjusted Note Rate or 16%. However should your property be located in one of the following states the default rate will be the adjusted note rate at the time of default. (Illinois, Kansas, Maryland, Massachusetts, Maine, Minnesota, Missouri, Ohio, Pennsylvania, South Carolina, Virginia, West Virginia, & Wisconsin)

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.
DATE: May 24, 2001


RHONDA DIXON

71069017515104950083

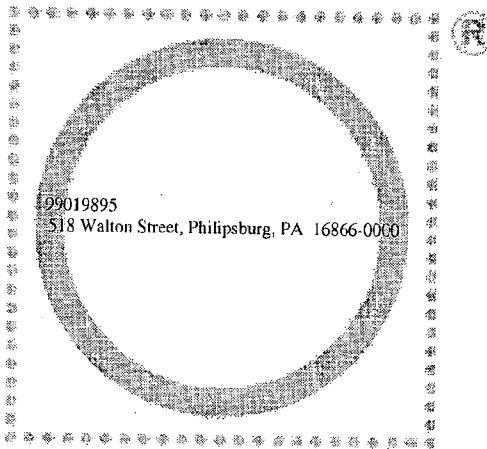
June 14, 2004

VIA First Class Mail
VIA Certified Mail (return receipt requested)
Certified Number : 71069017515104950083

Rhonda Dixon

518 Walton Street
Philipsburg, PA 16866-0000

Re: Loan Number:
Property Address :



O C W E N
Please see the enclosed Document

ACT91PALRC.4

EXHIBIT "B"

June 14, 2004

APPENDIX A

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S):	Rhonda Dixon
PROPERTY ADDRESS:	518 Walton Street, Philipsburg, PA 16866-0000
LOAN ACCT. NO.:	99019895
ORIGINAL LENDER:	DELTA FUNDING CORPORATION
CURRENT LENDER/SERVICER:	Ocwen Federal Bank FSB

ACT91PALRC.4

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at: 518 Walton Street, Philipsburg, PA 16866-0000

IS SERIOUSLY IN DEFAULT because:

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

3 payments in the amount of \$ 431.39 from March 30, 2004 through June 14, 2004

DETAIL SUMMARY :

Principal and Interest.....	\$ 1,293.91
Escrow.....	\$ 0.00
Total Late Charges.....	\$ 64.71
Non-sufficient Funds Charges.....	\$ 0.00
Other Advances.....	\$ 111.00
Interest Arrearage.....	\$ 0.00
Non-Escrow Balance.....	\$ 0.00
Subsidy Balance (CREDIT).....	\$ 0.00
Suspense Balance (CREDIT).....	\$ 0.00
Non-NSF Fees.....	\$ 0.00
Interest Reserve Balance	\$ 0.00
 TOTAL DUE.....	 \$ 1,469.62

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS, \$1,469.62 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by Western Union Quick Collect, Cashier's Check, Certified Check or Money Order made payable and sent to:

OCWEN FEDERAL BANK FSB,
PO BOX 514577
Los Angeles, CA 90051-4577

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

ACT91PALRC.4

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the servicer.

HOW TO CONTACT THE SERVICER:

Name of Servicer: OCWEN FEDERAL BANK FSB

Address: 1675 PALM BEACH LAKES BLVD
WEST PALM BEACH, FL 33401-2122

Phone Number: 800-310-9229

Fax Number: 407-737-6300

Contact: Performing Collections Dept.

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

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

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

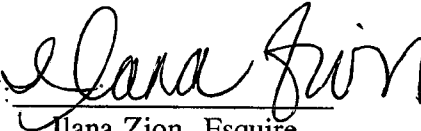
(Fill in a list of all Counseling Agencies listed in Appendix C, for the county in which the property is located, using additional pages if necessary)

VERIFICATION

Ilana Zion, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, 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 this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN

BY: 
Ilana Zion, Esquire
Attorney for Plaintiff

Dated:

SHAPIRO & KREISMAN, LLC
BY: ILANA ZION
ATTORNEY I.D. NO: 87137
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 04-22430

Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 2001-1
PLAINTIFF

VS.

Rhonda Dixon
DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:04-1260-CD

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification to the Complaint in the above-captioned civil
action.

Respectfully Submitted,

SHAPIRO & KREISMAN

BY:



ILANA ZION
Attorneys for Plaintiff

FILED ^{EGK}

AUG 23 2004

my v-306
William A. Shaw

Prothonotary/Clerk of Courts

1 CEN + TO ATT


Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for Delta Funding Home Equity Loan Trust 2001-1 v. Rhonda Dixon

VERIFICATION

The undersigned, an officer of the Corporation which is the Plaintiff in the foregoing Complaint or an officer of the Corporation which is the servicing agent of Plaintiff, and being authorized to make this verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE
SUBJECT TO THE PENALTIES OF PA.C.S. SECTION 4904 RELATING TO
UNSWORN FALSIFICATION TO AUTHORITIES.

Date: 08/10/2004



Name: Laurie O'Tool

Title: Foreclosure Facilitator

Company: Ocwen Federal Bank

Loan: 99019895

04-22430

In The Court of Common Pleas of Clearfield County, Pennsylvania

WELLS FARGO BANK

VS.

DIXON, RHONDA

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket #

16118

04-1260-CD

SHERIFF RETURNS

NOW SEPTEMBER 2, 2004 AT 6:25 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RHONDA DIXON, DEFENDANT AT RESIDENCE, 518 WALTON ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RHONDA DIXON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLNIG/DEHAVEN

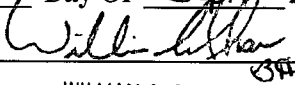
NOW SEPTEMBER 2, 2004 AT 6:25 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANTS, DEFENDANT AT RESIDENCE, 518 WALTON ST., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RHONDA DIXON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLNIG/DEHAVEN

Return Costs


Cost	Description
60.00	SHERIFF HAWKINS PAID BY: ATTY CK# 140158
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

20th Day Of Sept 2004


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

So Answers,


Chester A. Hawkins
Sheriff

FILED
04-1260-CD
SEP 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC
BY: JOSEPH REJENT, ESQUIRE
ATTORNEY I.D. NO: 59621
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 04-22430

FILED *Mo CC*
MD:5484
JAN 13 2005 *Att. Ad. 020.00*
Notice to Def.
William A. Shaw
Prothonotary/Clerk of Court *Statement to Atty*

Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 2001-1
PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:04-1260-CD

vs.

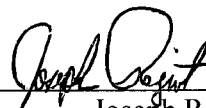
Rhonda Dixon
DEFENDANT(S)

PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER
AND ASSESSMENT OF DAMAGES

Enter Judgment IN REM in the amount of \$50,012.77 in favor of the Plaintiff and against
the defendant, for failure to file an answer to Plaintiff's Complaint in Mortgage Foreclosure
within 20 days from service thereof and assess Plaintiff's damages as follows and calculated as
stated in the Complaint:

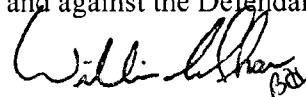
Principal of mortgage debt due and unpaid	\$44,200.02
Interest at 11.14% from February 29, 2004 to December 10, 2004 (286 days @ \$13.49 per diem)	\$3,858.14
Late charges (for certain months prior to default and every month after at a rate of \$21.57 per month)	\$194.11
Property Inspections	\$10.50
Title Search Report Fees	\$250.00
Attorneys Fees (As stated in Complaint)	\$1,500.00
TOTAL AMOUNT DUE	\$50,012.77

BY: _____



Joseph Rejent, Esquire
Attorney for Plaintiff

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant(s)
and damages are assessed as above in the sum of \$50,012.77.



Pro. Prothy.

04-22430

SHAPIRO & KREISMAN, LLC
BY: DAVID FEIN, ESQ., ILANA ZION, ESQ.,
ATTORNEY I.D. NOS. 82628, 87137
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 04-22430

Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 2001-1
1665 Palm Beach Lakes, Suite 105
West Palm Beach, FL 33401
PLAINTIFF

COURT OF COMMON PLEAS
CENTRE COUNTY

NO:

VS.

Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866
DEFENDANT

STATE OF: FLORIDA

COUNTY OF: ORANGE

AFFIDAVIT OF NON-MILITARY SERVICE

THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon investigations made and records maintained either as Plaintiff or servicing agent of the Plaintiff and that the above-captioned Defendants' last known address is as set forth in the caption and they are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended.

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota,
National Association, as Trustee for Delta Funding Home Equity Loan Trust
2001-1

By:

Laurie O'Tool

NAME: Laurie O'Tool

TITLE: Foreclosure Facilitator

Sworn to and subscribed before me this 10th day of August, 2004.



Heather A. Snider
My Commission DD229481
Expires July 06, 2007

Heather A. Snider
NOTARY PUBLIC

SHAPIRO & KREISMAN, LLC
BY: DAVID FEIN, ESQUIRE
ATTORNEY I.D. NO: 82628
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 04-22430

Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 2001-1
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 04-1260-CD

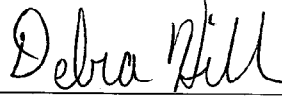
VS.

Rhonda Dixon
DEFENDANT

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praecipe for the Entry of Default Judgment was mailed to the defendant (s) and to his, her, their attorney of record, if any, after the default occurred and at least (10) days prior to the date of the filing of the Praecipe. Said Notice was sent on the date set forth in the copy of said Notice attached hereto, September 24, 2004 to the following Defendants:

Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866



Debra Hillman, Legal Assistant
to David Fein, Esquire for
Shapiro & Kreisman, LLC

SHAPIRO & KREISMAN, LLC
BY: DAVID FEIN, ESQUIRE
ATTORNEY I.D. NO: 82628
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 04-22430

Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 2001-1
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 04-1260-CD

VS.

Rhonda Dixon
DEFENDANT

NOTICE OF INTENTION TO TAKE DEFAULT
UNDER Pa.R.C.P. 237.1
IMPORTANT NOTICE

TO: Rhonda Dixon
DATE OF NOTICE: September 24, 2004

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
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED
THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTIFICACION IMPORTANTE


Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de la fecha de esta notificacion, el tribuna podra, sin necesidad de compararecer usted in corte o escuchar preuba alguna, dictar sentencia en su contra. Usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir assitencia legal:

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866



David Fein, Esquire
Shapiro & Kreisman, LLC
Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC
BY: JOSEPH REJENT, ESQUIRE
ATTORNEY I.D. NO: 59621
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 04-22430

Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 2001-1
PLAINTIFF

vs.

Rhonda Dixon
DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:04-1260-CD

CERTIFICATE OF SERVICE

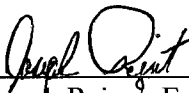
I, Joseph Rejent, Esquire, Attorney for the Plaintiff, hereby certify that I have served by
first class mail, postage prepaid, true and correct copies of the attached papers upon the
following person(s) or their attorney of record:

Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866

Date mailed: 1-12-05

SHAPIRO & KREISMAN, LLC

BY:



Joseph Rejent, Esquire
Attorney for Plaintiff

04-22430

SHAPIRO & KREISMAN, LLC
BY: JOSEPH REJENT, ESQUIRE
ATTORNEY I.D. NO: 59621
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 04-22430

Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 2001-1
PLAINTIFF
vs.

Rhonda Dixon
DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:04-1260-CD

CERTIFICATION OF ADDRESS

I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

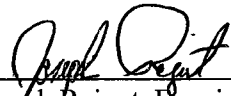
Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding Home Equity Loan Trust 2001-1
1665 Palm Beach Lakes, Suite 105
West Palm Beach, FL 33401

and that the last known address(es) of the judgment debtor (Defendant(s)) is:

Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866

SHAPIRO & KREISMAN, LLC

BY:



Joseph Rejent, Esquire
Attorney for Plaintiff

04-22430

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS Clearfield County Clerk
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

COPY

PROTHONOTARY'S OFFICE
Prothonotary

TO: Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866

Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 2001-1
PLAINTIFF

vs.

Rhonda Dixon
DEFENDANT(S)

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:04-1260-CD

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

PROTHONOTARY'S OFFICE
Prothonotary

1/13/05

☒ Judgment by Default

☐ Judgment for Possession

☐ Judgment on Award of Arbitration

☐ Judgment on Verdict

☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:
ATTORNEY JOSEPH REJENT, ESQUIRE AT (610) 278-6800.

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

COPY

Wells Fargo Bank, N.A.
Plaintiff(s)

No.: 2004-01260-CD

Real Debt: \$50,012.77

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Rhonda Dixon
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 13, 2005

Expires: January 13, 2010

Certified from the record this 13th 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 CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20087

NO: 04-1260-CD

PLAINTIFF: WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK, MINNESOTA
NATIONAL ASSOCIATION, AS TRUSTEE FOR DELTA FUNDING HOME EQUITY LOAN TRUST 2001-1
vs.

DEFENDANT: RHONDA DIXON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/13/2005

LEVY TAKEN 03/31/2005 @ 1:20 PM

POSTED 03/31/2005 @ 1:20 PM

SALE HELD 07/01/2005

SOLD TO WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK,
MINNESOTA NATIONAL ASSOCIATION, AS TRUSTEE FOR DELTA FUNDING HOME EQUITY LOAN TRUST 2001-1

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 08/19/2005

DATE DEED FILED 08/19/2005

PROPERTY ADDRESS 518 WALTON STREET PHILIPSBURG , PA 16866

SERVICES

05/05/2005 @ 9:15 AM SERVED RHONDA DIXON

R. FEIGHT, DEPUTY SHERIFF OF BEDFORD COUNTY SERVED RHONDA DIXON, DEFENDANT, AT HER RESIDENCE 545 SOUTH RICHARD STREET, BEDFORD, PENNSYLVANIA BY HANDING TO RHONDA DIXON

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

@ SERVED RHONDA DIXON
HOUSE EMPTY

FILED
01/12/17/05
AUG 19 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20087
NO: 04-1260-CD

PLAINTIFF: WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK, MINNESOTA
NATIONAL ASSOCIATION, AS TRUSTEE FOR DELTA FUNDING HOME EQUITY LOAN TRUST 2001-1

vs.

DEFENDANT: RHONDA DIXON

Execution REAL ESTATE

SHERIFF RETURN


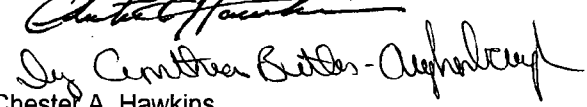
SHERIFF HAWKINS \$241.10

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

Wells Fargo Bank, N.A., successor by merger to
Wells Fargo Bank Minnesota, National Association,
as Trustee for Delta Funding Home Equity Loan
Trust 2001-1
PLAINTIFF

VS.

Rhonda Dixon
DEFENDANT(S)

SS

No: 04-1260-CD

WRIT OF EXECUTION:
MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

518 Walton Street, Philipsburg, PA 16866
See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due

\$50,012.77

Interest from December 11, 2004 to

\$ 125.00

Costs to be added

Prothonotary costs

Seal of Court

William L. Hays
PROTHONOTARY

Date: 1/13/05

Deputy Prothonotary

Received January 13, 2005 @ 3:00 PM.

Chester A. Hawkins

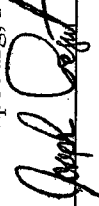
Sy Catherine Butler-Aughenbaugh

No: 04-1260-CD

Wells Fargo Bank, N.A., successor by merger to
Wells Fargo Bank Minnesota, National Association,
as Trustee for Delta Funding Home Equity Loan
Trust 2001-1

vs.

Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866



WRIT OF EXECUTION

(MORTGAGE FORECLOSURE)

Joseph Rejent, Esquire, Attorney
SHAPIRO & KREISMAN, LLC
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406

LEGAL DESCRIPTION

ALL THAT CERTAIN messuage, tenement, and tract of land, together with all improvements thereon, situate, lying, and being in the Borough of Chester Hill, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Northeast corner of the intersection of Laura and Walton Streets; thence along the line of Laura Street North 33 degrees 28 minutes West, a distance of sixty (60) feet to an iron pipe; thence North 58 degrees 57 minutes East, a distance of ninety (90) feet to a point; thence South 33 degrees 28 minutes East, a distance of thirty-five (35) feet, more or less, to a point; thence South 58 degrees 57 minutes West, a distance of thirty and five-tenths (30.5) feet, more or less, to an iron pipe; thence South 31 degrees 03 minutes East, a distance of twenty-five (25) feet to an iron pipe on the line of Walton Street; thence along the line of Walton Street, South 58 degrees 57 minutes West, a distance of fifty-eight (58) feet to an iron pipe; the point and place of beginning.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RHONDA DIXON

NO. 04-1260-CD

NOW, August 19, 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 July 01, 2005, I exposed the within described real estate of Rhonda Dixon to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK, MINNESOTA NATIONAL ASSOCIATION, AS TRUSTEE FOR DELTA FUNDING HOME EQUITY LOAN TRUST 2001-1 he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	12.96
LEVY	15.00
MILEAGE	12.96
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.18
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$241.10

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	50,012.77
INTEREST @ %	0.00
FROM 12/11/2004 TO 07/01/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$50,032.77

COSTS:

ADVERTISING	338.92
TAXES - COLLECTOR	121.45
TAXES - TAX CLAIM	312.56
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	241.10
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,493.03

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

SHERIFF'S RETURN - REGULAR

04-22438

CASE NO: 2004-01260 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF Bedford

WELLS FARGO BANK NA

VS

DIXON RHONDA

R FEIGHT, Deputy Sheriff of Bedford

County, Pennsylvania, who being duly sworn according to law,

says, the within WRIT OF EXECUTION was served upon

DIXON RHONDA the

DEFENDANT, at 0915:00 Hour, on the 5th day of May, 2005

at 545 SOUTH RICHARD STREET

BEDFORD, PA 15522 by handing to

HER PERSONALLY

a true and attested copy of WRIT OF EXECUTION together with

and at the same time directing Her attention to the contents thereof.

Sheriff's Costs:

Docketing	.00
Service	.00
Affidavit	.00
Surcharge	.00
	.00

.00* Paid on 00/00/0000...

By

Sworn and Subscribed to before

me this _____ day of

_____ A.D.

Notary

So answers;

R FEIGHT

By: 

Sheriff of Bedford County



SHAPIRO & KREISMAN, LLC

ATTORNEYS AT LAW

2520 Renaissance Blvd, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

GERALD M. SHAPIRO
Admitted in Illinois and Florida Only
DAVID S. KREISMAN
Admitted in Illinois only

DANIELLE BOYLE-EBERSOLE+*
JOSEPH REJENT
KEVIN DISKIN
ILANA ZION
+Also Licensed in New Jersey
*Also Licensed in Michigan

May 25, 2005
Office of the Sheriff of Clearfield County
Attn: Cindy
814-765-5915

Re: Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota,
National Association, as Trustee for Delta Funding Home Equity Loan Trust
2001-1 vs. Rhonda Dixon
C.P. #04-1260-CD,
Sale Date: June 3, 2005
Our File # 04-22430

Dear Cindy:

Kindly continue the above-referenced sale until July 1, 2005.

Thank you for your anticipated cooperation. If you have any questions or problems,
please do not hesitate to contact me directly.

Very truly yours,

A handwritten signature in cursive script that reads 'Laura King'.
Laura King
Legal Assistant

Wells Fargo Bank, N.A., successor by
merger to Wells Fargo Bank Minnesota,
National Association, as Trustee for Delta
Funding Home Equity Loan Trust 2001-1
Plaintiff

vs.

Rhonda Dixon
Defendant

IN THE COURT OF COMMON PLEAS

OF

CLEARFIELD COUNTY

No. 04-1260-CD

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due
Interest from December 11, 2004 to

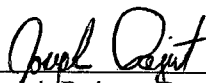
\$50,012.77

(Costs to be added)

\$ _____

Prothonotary costs

125.00



Joseph Rejent, Esquire, Attorney for Plaintiff

FILED

m/2:5801
JAN 13 2005

William A. Shaw
Prothonotary/Clerk of Courts
Pty PD 20.00
1cc @ Lewis & W
Prop descr. to Shff

No: 04-1260-CD

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY

Plaintiff

Wells Fargo Bank, N.A., successor by merger to
Wells Fargo Bank Minnesota, National Association,
as Trustee for Delta Funding Home Equity Loan
Trust 2001-1, Plaintiff

VS

Rhonda Dixon, Defendant
518 Walton Street
Philipsburg, PA 16866

PRAECIPE FOR WRIT OF
EXECUTION
{Mortgage Foreclosure}

Filed:



Joseph Rejent, Esquire
Plaintiff's Attorney

SHAPIRO & KREISMAN, LLC
BY: JOSEPH REJENT, ESQUIRE
ATTORNEY I.D. NO: 59621
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 04-22430

Wells Fargo Bank, N.A., successor by merger
to Wells Fargo Bank Minnesota, National
Association, as Trustee for Delta Funding
Home Equity Loan Trust 2001-1
PLAINTIFF

vs.

Rhonda Dixon
DEFENDANTS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 04-1260-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for Delta Funding Home Equity Loan Trust 2001-1, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 518 Walton Street, Philipsburg, PA 16866.

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

Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866

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

Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866

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

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for Delta Funding Home Equity Loan Trust 2001-1
1665 Palm Beach Lakes, Suite 105
West Palm Beach, FL 33401

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

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for Delta Funding Home Equity Loan Trust 2001-1, Plaintiff
1665 Palm Beach Lakes, Suite 105
West Palm Beach, FL 33401

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

NONE

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

Clearfield County Domestic Relations
230 East Market Street
Clearfield, PA 16830

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

TENANT OR OCCUPANT
518 Walton Street
Philipsburg, PA 16866

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

SHAPIRO & KREISMAN, LLC

BY:



Joseph Rejent, Esquire

04-22430

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

Wells Fargo Bank, N.A., successor by merger to
Wells Fargo Bank Minnesota, National Association,
as Trustee for Delta Funding Home Equity Loan
Trust 2001-1
PLAINTIFF

VS.

Rhonda Dixon
DEFENDANT(S)

SS

No: 04-1260-CD

COPY

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MORTGAGE FORECLOSURE

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Prothonotary costs 125.00

Seal of Court

PROTHONOTARY

Date: 11/3/05

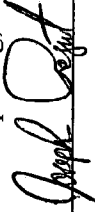
Deputy Prothonotary

No: 04-1260-CD

Wells Fargo Bank, N.A., successor by merger to
Wells Fargo Bank Minnesota, National Association,
as Trustee for Delta Funding Home Equity Loan
Trust 2001-1

vs.

Rhonda Dixon
518 Walton Street
Philipsburg, PA 16866



WRIT OF EXECUTION

(MORTGAGE FORECLOSURE)

Joseph Rejent, Esquire, Attorney
SHAPIO & KREISMAN, LLC
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406

LEGAL DESCRIPTION

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