

2004-1355-CD

AMERIQUEST MORTGAGE COMPANY

VS

JAMES E. BUMBARGER, JR.

GOLDBECK McCAFFERTY & McKEEVER

By: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER.

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

FILED 1ccshff
m/3:30/82/ Aff. pd.
AUG 30 2004 85.00

William A. Shaw
Prothonotary/Clerk of Courts

AMERIQUEST MORTGAGE COMPANY
505 City Parkway West
Suite 100
Orange, CA 92868

Plaintiff

vs.

JAMES E. BUMBARGER JR.
Mortgagor(s) and Real Owner(s)

3072 Pleasant Hill Road
Philipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term No. 04-1355-CD

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

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

NOTICE

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

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

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

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

AVISO

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

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

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELCFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEER CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

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

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

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P.O. Box 186
Harrisburg, PA 17108
800-692-7375


COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is AMERIQUEST MORTGAGE COMPANY, 505 City Parkway West, Suite 100 Orange, CA 92868.
2. The name(s) and address(es) of the Defendant(s) is/are JAMES E. BUMBARGER JR., 3072 Pleasant Hill Road, Philipsburg, PA 16866, who is/are the mortgagor(s) and real owner(s) of the mortgaged premises hereinafter described.
3. On October 22, 2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to ARGENT MORTGAGE CO, LLC., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #: 200319758. The mortgage has not been assigned unless said assignment to the Plaintiff is hereafter mentioned. The aforementioned mortgage was assigned to: AMERIQUEST MORTGAGE COMPANY by Assignment of Mortgage, which is being lodged for recording. These documents are matters of public record and are incorporated herein by reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g).
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due April 01, 2004, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$53,822.03
Interest from 03/01/2004	\$3,026.80
through 08/31/2004 at 11.0000%	
Per Diem interest rate at \$16.45	
Attorney's Fee at 5.0% of Principal Balance	\$2,691.10
Late Charges from 04/01/2004 to 08/31/2004	\$128.30
Monthly late charge amount at \$25.66	
Costs of suit and Title Search	\$900.00
	<hr/> \$60,568.23
Fees	+\$109.50
Recoverable Balance	+\$10.00
	<hr/> <hr/> \$60,687.73

7. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the Sale reasonable Attorney's Fees will be charged based on work actually performed.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant(s) by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "A". The Defendant(s) has/have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendant(s) through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands an in rem judgment in mortgage foreclosure in the sum of \$60,687.73, together with interest at the rate of \$16.45, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the mortgage, and for the foreclosure and sale of the mortgaged premises.

By: 
GOLDBECK McCafferty & McKEEVER
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 8-27-04

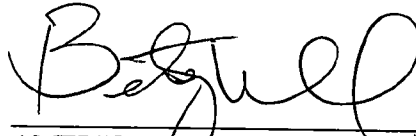


AMERIQUEST MORTGAGE COMPANY

VERIFICATION

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

Date: 8-27-04



AMERIQUEST MORTGAGE COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

ALL that certain parcel of land and improvements thereon situate in the Township of Decatur, County of Clearfield and Commonwealth of Pennsylvania, and designated as Parcel No. 112-0-20962 and more fully described in a Deed dated and recorded November 3, 1997 in Clearfield County in Deed Book Volume 1884 at Page 319, granted and conveyed unto James E. Bumbarger, Jr., individually.

UNDER AND SUBJECT, NEVERTHELESS, to all exceptions, reservations, conditions, covenants, restrictions, easements, rights-of-way and maintenance agreements as contained in Clearfield County Deed Book Volume 1884 at Page 319 and prior deeds of record.

P.O. Box 11000
Santa Ana, CA 92711-1000



7182 6389 3060 0393 8172



June 03, 2004

JAMES E BUMBARGER JR
3072 PLEASANT HILL RD
PHILIPSBURG, PA 16866

101 / NMC

EXHIBIT A

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

STATEMENTS OF POLICY

Loan Number: 0053570438
Property Address: 3072 PLEASANT HILL ROAD, PHILIPSBURG PA, 16866
Original Lender: Ameriquest Mortgage Company
Current Lender/Service: Ameriquest Mortgage Company

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

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 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 a 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.

June 03, 2004

Loan Number: 0053570438

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 by the above lender on your property located at: at 3072 PLEASANT HILL ROAD, PHILIPSBURG, PA 16866 IS SERIOUSLY IN DEFAULT because:

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

04/01/04 thru 06/01/04 at \$513.31 per month

Monthly Payments plus late charge or other fees: \$1713.90

Total Amount to Cure Default: \$1713.90

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): N/A

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 \$1713.90 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Ameriquist Mortgage Company
505 City Parkway West, Suite #100
Orange, CA 92868-2912

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: **(Do not use if not applicable.) N/A**

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.**

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 lender.

HOW TO CONTACT THE LENDER:

Ameriquist Mortgage Company
PO Box 11000
Orange, CA 92711-1000
Phone Number 800-430-5262
Fax Number 714-347-5037

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 ARE ATTACHED

Very Truly Yours,

Ameriquist Mortgage Company

Cc: Ameriquist Mortgage Company
Attn: Collections Department

Loan Number: 0053570438

Mailed by 1st Class Mail and by Certified Mail

Homeowners' Emergency Assistance Program
CENTRE COUNTY

CCCS of Western Pennsylvania, Inc.
217 East Plank Road
Altoona, PA 16602
(814) 944-8100
FAX (814) 944-5747

Lycoming-Clinton Co Comm For Community Action
2138 Lincoln Street
P. O. Box 1328
Williamsport, PA 17703
(570) 326-0587
FAX (717) 322-2197

CCCS of Northeastern PA
1631 South Atherton Street, Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

GOLDBECK McCAFFERTY & McKEEVER

BY: MICHAEL T. MCKEEVER, ESQ.

ATTORNEY I.D. #56129

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

AMERIQUEST MORTGAGE COMPANY

505 City Parkway West

Suite 100

Orange, CA 92868

Plaintiff

vs.

JAMES E. BUMBARGER JR.

(Mortgagor and Record Owner)

3072 Pleasant Hill Road

Philipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE
FORECLOSURE

Term
No. 04-1355-CD

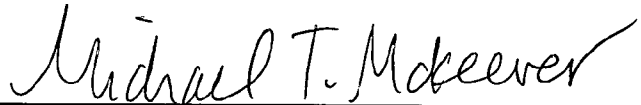
PRAECIPE TO CORRECT PROPERTY ADDRESS

Kindly correct the docket to reflect the correct property address of 3072 Pleasant Hill Road
a/k/a 3072 Six Mile Road Philipsburg, PA 16866.

Respectfully submitted,

GOLDBECK, McCAFFERTY & McKEEVER

By:



Michael T. McKeever, Esquire
Attorney for Plaintiff

FILED

SEP 13 2004

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

AMERIQUEST MORTGAGE COMPANY

VS.

BUMBARGER, JAMES E. JR.

Sheriff Docket # 16225

04-1355-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

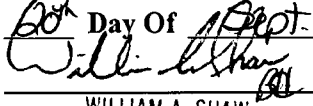
NOW SEPTEMBER 8, 2004 AT 9:07 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES E. BUMBARGER JR., DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES E. BUMBARGER JR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DEHAVEN

Return Costs


Cost	Description
31.00	SHERIFF HAWKINS PAID BY: ATTY CK# 207231
10.00	SURCHARGE PAID BY: ATTY CK# 207232

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
10/25/04
SEP 20 2004

William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & McKEEVER

BY: Joseph A. Goldbeck, Jr.
Attorney I.D. #16132
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322
Attorney for Plaintiff

AMERIQUEST MORTGAGE COMPANY
505 City Parkway West
Suite 100
Orange, CA 92868

Plaintiff

vs.

JAMES E. BUMBARGER JR.
(Mortgagor(s) and Record owner(s))
3072 Pleasant Hill Road a/k/a 3072 Six Mile Road
Philipsburg, PA 16866

IN THE COURT OF COMMON PLEAS

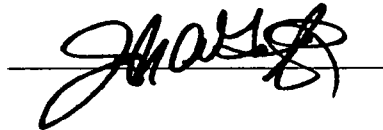
of Clearfield County

No. 04-1355-CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

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



JOSEPH A. GOLDBECK, JR., ESQUIRE

EGK
NOCC
m/2:46/64 No Disc. to
OCT 18 2004 Any (per request)
Copy to CIA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Ameriquist Mortgage Company

Vs.

No. 2004-01355-CD

James E. Bumbarger Jr.

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 18, 2004, marked:

Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Joseph A. Goldbeck, Jr., Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of October A.D. 2004.

William A. Shaw, Prothonotary

COPY