

2004-1843-CD  
WELLS FARGO BANK

VS.

BARBARA B. CARFLEY, AL

SHAPIRO & KREISMAN, LLC  
BY: DAVID FEIN, ESQ., JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 82628, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401  
PLAINTIFF

VS.

Barbara B. Carfley and  
Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

04-1843-CD

FILED

NOV 22 2004

William A. Shaw  
Prothonotary/Clerk of Courts

Att'y pd. 85.00

3 cc shff

**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  
Telephone: 814-765-2641 x-5982  
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.**

## **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.**

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DEFENDANTS

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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3, 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: Mortgage Electronic Registration Systems, Inc., as nominee for Delta Funding Corporation  
Mortgagor(s): Barbara B. Carfley and Thomas E. Carfley
- (b) Date of Mortgage: August 27, 2003

(c) Place and Date of Record of Mortgage:

Recorder of Deeds

Clearfield County

Mortgage INS# 200315903

Date: September 3, 2003

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) Assignments:

Assignor: Mortgage Electronic Registration Systems, Inc., as nominee for Delta Funding Corporation

Assignee: Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association as Trustee for the registered holders of Home Equity Loan Asset-Backed Certificates Series 2003-3

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(s).
3. The real property which is subject to the Mortgage is generally known as 601 Anderson Street, Curwensville, Pa 16833 and is more specifically described as attached as part of Exhibit "A":
4. The name and mailing address of each Defendant is:  
Barbara B. Carfley, 601 Anderson Street, Curwensville, PA 16833; Thomas E. Carfley, 601 Anderson Street, Curwensville, PA 16833
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 July 1, 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 November 16, 2004:

Principal of Mortgage debt due and unpaid	\$47,087.09
Interest currently due and owing at 10.99% per annum calculated from June 1, 2004 at \$14.18 each day	\$2,396.42
Late Charge of \$22.48 per month assessed on the 16th of each month from July 16, 2004 to November 16, 2004, (5 Months)	\$112.40
Escrow Advances made by Plaintiff	\$397.00
Accrued Late Charges	\$67.44
Property Inspection	\$10.50
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1,500.00
<b><u>TOTAL</u></b>	<b>\$51,820.85</b>

8. Interest accrues at a per diem rate of 14.18 each day after November 16, 2004 that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and 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 Defendants, jointly and severally, 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 Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: 11-17-04

BY: Ilana Zion  
Ilana Zion, Esquire  
Attorney for Plaintiff

S & K File No. 04-22903



Mail to:  
DELTA FUNDING CORPORATION  
1000 WOODBURY ROAD  
Woodbury, NY 11797  
Parcel #:  
Title Insurer:  
File No.:

Space Above This Line for Recording Information

**MORTGAGE**

Loan Number: 0101848943  
App Number: 0308250915

MIN Number: 100076600012459743

**WORDS USED OFTEN IN THIS DOCUMENT**

(A) "Security Instrument." This Mortgage, which is Dated August 27, 2003  
be called the "Security Agreement."

will

(B) "Borrower(s)." BARBARA B CARFLEY and THOMAS E CARFLEY

sometimes

residing at 601 Anderson Street, Curwensville, PA 16833  
will be called Borrower, and sometimes simply "I" or "me."

(C) "Lender." DELTA FUNDING CORPORATION

will be called "Lender."

Lender is a corporation which exists under the laws of the State of New York  
Lender's address is: 1000 WOODBURY ROAD  
Woodbury, NY 11797

(D) "Note." The Note signed by Borrower and dated August 27, 2003 will be called  
the "Note." The Note shows that I owe Lender Forty Seven Thousand Two Hundred  
Fifty and No/100  
(\$ 47,250.00) plus interest. I have promised to pay this debt in monthly payments

and to pay the debt in full by September 1, 2033

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is  
acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee  
under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has  
an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "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.

(G) "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. For this purpose, Borrower does hereby mortgage, grant and convey to MERS  
(solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of  
MERS 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. Borrower understands and agrees that MERS holds  
only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to  
comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has  
the right to exercise any or all of those interests, including, but not limited to, the right to foreclose  
and sell the Property; and to take any action required of Lender including, but not limited to, releasing  
and canceling this Security Instrument.

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.

EXHIBIT

"A"

ALL that certain lot, or piece of ground, situate in the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post, at corner of Susquehanna Avenue, and Anderson Street; thence Westwardly, by Anderson Street, Fifty (50) feet, to a post at corner of lot, now or formerly of Kenneth Flegal, Lot 58; thence northwardly, one hundred, and twenty (120) feet, to a post at corner of lot of Wayne Addleman; thence eastwardly fifty (50) feet, by said lot of Wayne Addleman, to a post on line of Susquehanna Avenue; thence by said Avenue, in a southerly direction, one hundred and twenty (120) feet to a post and place of beginning. Being known and marked, on the plan of lots of South Curwensville, as lot No. Fifty Nine (59).

BEING the same premises granted and conveyed unto Barbara B. Carfley and Thomas E. Carfley, herhusband, by deed of Vincent M. Sturniolo and Nanette L. Sturniolo, husband and wife dated August 27, 2003 and recorded at Clearfield County Instrument Number 2003-15902

**Exhibit A**

RD T.C

#### DESCRIPTION OF THE PROPERTY

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

(A) The Property located at 601 ANDERSON STREET, Curwensville, PA 16833

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;

(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.

 T.C.

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 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.

RD T.C

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.

 T.C.

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.

RD

T.C



**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.

 T.C

**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) Note Rate 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.

RD

TC

### 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.

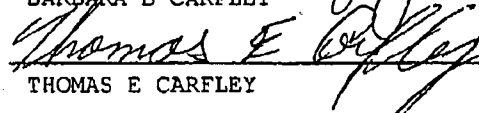
[Check applicable box(es)]

☐ 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.

  
BARBARA B CARFLEY

  
THOMAS E CARFLEY

STATE OF PENNSYLVANIA, Clearfield County ss:

- On this 27th day of August, 2003 before me, the undersigned,  
a Notary Public in and for said County, personally appeared  
BARBARA B CARFLEY, THOMAS E CARFLEY
- and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires:

Matthew R. McCloskey  
Notary Public

Notarial Seal  
Matthew R. McCloskey, Notary Public  
State College Boro, Centre County  
My Commission Expires May 1, 2006

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

Premises commonly known as:

601 ANDERSON STREET, Curwensville, PA 16833

District \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

*Barbara B Carfley*  
BARBARA B CARFLEY

*Thomas E Carfley*  
THOMAS E CARFLEY

Date:

10/18/04

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

# 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 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.

EXHIBIT "B"



HOMEOWNER'S NAME(S): Barbara B. Carfley and Thomas E. Carfley  
PROPERTY ADDRESS: 601 Anderson Street, Curwensville, PA 16833  
LOAN ACCT. NO.: 101848943  
ORIGINAL LENDER: Delta Funding Corporation  
CURRENT LENDER/SERVICER: Ocwen Federal Bank, FSB  
LAW FIRM FILE NO.: 04-22903

### **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 PROVISION OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOU 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 agencies 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 have 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: 601 Anderson Street, Curwensville, PA 16833

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:

July 1, 2004 to October 1, 2004 @ \$449.62	=	\$1,798.48
Other charges (explain/itemize):		
Late Charges: July 16, 2004 to October 16, 2004 @ \$22.48	=	\$89.92
Pre-Default Late Charges:	=	\$134.88
Inspection Fees:		\$10.50
<b>TOTAL AMOUNT PAST DUE:</b>	<b>=</b>	<b>\$2,033.78</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

**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 \$2,033.78, 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:

Ocwen Federal Bank, FSB  
1665 Palm Beach Lakes  
Suite 105  
West Palm Beach, Florida 33401

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.)

**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 creditor 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:**      **C/O The Law Firm of Shapiro and Kreisman**

**Address:**                **2520 Renaissance Blvd., Suite 150, King of Prussia, PA 19406**

**Phone number:**        **(610) 278-6800**

**Fax number:**            **(610) 278-9980**

**Contact person:**       **Ilana Zion, Esquire**

**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 ☐ 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 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**

**APPENDIX C**

**PENNSYLVANIA HOUSING FINANCE AGENCY HOMEOWNER'S EMERGENCY  
MORTGAGE ASSISTANCE PROGRAM CONSUMER COUNSELING AGENCIES**

**CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(888) 511-2227**

**CCCS of Western PA, Inc.  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
(888) 511-2227**

**Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
(724) 465-2657**

**Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556**

Date: 10/18/04

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

# 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 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): Barbara B. Carfley and Thomas E. Carfley  
PROPERTY ADDRESS: 601 Anderson Street, Curwensville, PA 16833  
LOAN ACCT. NO.: 101848943  
ORIGINAL LENDER: Delta Funding Corporation  
CURRENT LENDER/SERVICER: Ocwen Federal Bank, FSB  
LAW FIRM FILE NO.: 04-22903

### **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 PROVISION OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOU 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 agencies 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: 601 Anderson Street, Curwensville, PA 16833

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:

July 1, 2004 to October 1, 2004 @ \$449.62	=	\$1,798.48
Other charges (explain/itemize):		
Late Charges: July 16, 2004 to October 16, 2004 @ \$22.48	=	\$89.92
Pre-Default Late Charges:	=	\$134.88
Inspection Fees:		\$10.50
<b>TOTAL AMOUNT PAST DUE:</b>	=	<b>\$2,033.78</b>



B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

**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 \$2,033.78, 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:

Ocwen Federal Bank, FSB  
1665 Palm Beach Lakes  
Suite 105  
West Palm Beach, Florida 33401

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.)

**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.

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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.

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**HOW TO CONTACT THE LENDER:**

**Name of Lender:**      **C/O The Law Firm of Shapiro and Kreisman**

**Address:**                **2520 Renaissance Blvd., Suite 150, King of Prussia, PA 19406**

**Phone number:**        **(610) 278-6800**

**Fax number:**            **(610) 278-9980**

**Contact person:**      **Ilana Zion, Esquire**

**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.

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**YOU ALSO HAVE THE RIGHT:**

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- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
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**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**APPENDIX C**

**PENNSYLVANIA HOUSING FINANCE AGENCY HOMEOWNER'S EMERGENCY  
MORTGAGE ASSISTANCE PROGRAM CONSUMER COUNSELING AGENCIES**

**CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(888) 511-2227**

**CCCS of Western PA, Inc.  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
(888) 511-2227**

**Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
(724) 465-2657**

**Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556**

Name and Address of Sender  
**SHAPIRO & KUTISHAN**  
 2620 RENAISSANCE BLVD., SUITE 100  
 KING OF PRUSSIA, PA 19406

Check type of mail or service:

☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured

☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
 (If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt

Article Number

Addressee (Name, Street, City, State, & ZIP Code)

Postage

Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

DC Fee

SC Fee

SH Fee

RD Fee

RR Fee

1. 04-22963

Thomas E. Cauley  
 601 Anderson Street  
 Curwensville, PA 16833

2.

Barbara B. Cauley  
 601 Anderson Street  
 Curwensville, PA 16833



UNITED STATES POSTAGE  
 02 1A  
 0004336189 OCT 18 2004  
 \$01.80  
 MAILED FROM ZIP CODE 19406

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 6D
Certified Fee	23D
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 29D

Postmark Here

Send to:  
 Thomas E. Cauley  
 Street, Apt. No., or PO Box No. 601 Anderson Street  
 City, State ZIP+4 Curwensville PA 16833 04-22963  
 PS Form 3800, June 2002 See Reverse for Instructions

Total Number of Pieces Listed by Sender 2

Total Number of Pieces Received at Post Office

PS Form 3877, February 2002 (Page 1 of 2)

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 6D
Certified Fee	23D
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 29D

Postmark Here

Send to:  
 Barbara B. Cauley  
 Street, Apt. No., or PO Box No. 601 Anderson Street  
 City, State ZIP+4 Curwensville PA 16833 04-22963  
 PS Form 3800, June 2002 See Reverse for Instructions

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

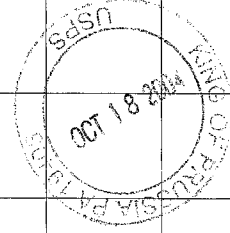
Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt



**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  
Ilana Zion, Esquire  
Attorney for Plaintiff

Dated: 11-17-04

Wells Fargo Bank, N.A., et al

SHAPIRO & KREISMAN, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-22903

FILED <sup>EBL</sup>  
m/11:36/ <sup>No</sup>  
DEC 02 2004 <sup>CC</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
PLAINTIFF

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-CD

VS.

Barbara B. Carfley  
and  
Thomas E. Carfley  
DEFENDANTS

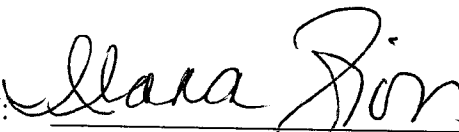
PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

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

Respectfully Submitted,

SHAPIRO & KREISMAN

BY:   
ILANA ZION, ESQUIRE  
Attorneys for Plaintiff

04-22903

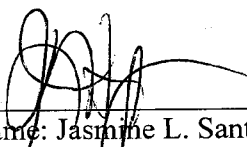
Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3 v. Barbara B. Carfley and Thomas E. Carfley

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: 11/18/2004

  
\_\_\_\_\_  
Name: Jasmine L. Santiago  
Title: Foreclosure Facilitator  
Company: Ocwen Federal Bank

Loan: 101848943  
04-22903

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

DOCKET # 100015  
NO: 04-1843-CD  
SERVICE # 1 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: BARBARA B. CARFLEY and THOMAS E. CARFLEY

**SHERIFF RETURN**

NOW, December 01, 2004 AT 2:16 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BARBARA B. CARFLEY DEFENDANT AT SHERIFF'S OFFICE, 1 N.2nd St., STE. 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BARBARA B. CARFLEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO /

**FILED**

*EGK*

DEC 09 2004

*3:00*  
William A. Shaw

Prothonotary/Clerk of Courts



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

DOCKET # 100015  
NO: 04-1843-CD  
SERVICE # 2 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.

vs.

DEFENDANT: BARBARA B. CARFLEY and THOMAS E. CARFLEY

**SHERIFF RETURN**

NOW, December 02, 2004 AT 9:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THOMAS E. CARFLEY DEFENDANT AT 601 ANDERSON ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NATHAN CARFLEY, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

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

Service # 3 of 3 Services

Sheriff Docket # **100015**

WELLS FARGO BANK, N.A.

Case # 04-1843-CD

vs.

BARBARA B. CARFLEY and THOMAS E. CARFLEY

## SHERIFF RETURNS

NOW December 08, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO OCCUPANTS (CARFLEY PROPERTY), DEFENDANT. NO OTHER OCCUPANTS.

SERVED BY: /

## Return Costs


PURPOSE	VENDOR	CHECK #	AMOUNT
SHERIFF HAWKINS	SHAPRIO	143372	39.00
SURCHARGE	SHAPIRO	143372	30.00

Sworn to Before me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2004

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

SHAPIRO & KREISMAN, LLC  
BY: DAVID FEIN, ESQ., JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 82628, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-22903

Wells Fargo Bank, N.A., successor by merger  
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Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-CD

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

NOV 22 2004

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

COPY

**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  
Telephone: 814-765-2641 x-5982  
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.**

## **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.**

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SHAPIRO & KREISMAN, LLC  
BY: DAVID FEIN, ESQ., JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 82628, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401  
PLAINTIFF

VS.

Barbara B. Carfley and  
Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833  
DEFENDANTS

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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3, 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: Mortgage Electronic Registration Systems, Inc., as nominee for Delta Funding Corporation  
Mortgagor(s): Barbara B. Carfley and Thomas E. Carfley
- (b) Date of Mortgage: August 27, 2003

(c) Place and Date of Record of Mortgage:

Recorder of Deeds  
Clearfield County  
Mortgage INS# 200315903  
Date: September 3, 2003

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) Assignments:

Assignor: Mortgage Electronic Registration Systems, Inc., as nominee for Delta Funding Corporation  
Assignee: Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association as Trustee for the registered holders of Home Equity Loan Asset-Backed Certificates Series 2003-3  
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(s).
3. The real property which is subject to the Mortgage is generally known as 601 Anderson Street, Curwensville, Pa 16833 and is more specifically described as attached as part of Exhibit "A":
4. The name and mailing address of each Defendant is:  
Barbara B. Carfley, 601 Anderson Street, Curwensville, PA 16833; Thomas E. Carfley, 601 Anderson Street, Curwensville, PA 16833
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 July 1, 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 November 16, 2004:

Principal of Mortgage debt due and unpaid	\$47,087.09
Interest currently due and owing at 10.99% per annum calculated from June 1, 2004 at \$14.18 each day	\$2,396.42
Late Charge of \$22.48 per month assessed on the 16th of each month from July 16, 2004 to November 16, 2004, (5 Months)	\$112.40
Escrow Advances made by Plaintiff	\$397.00
Accrued Late Charges	\$67.44
Property Inspection	\$10.50
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1,500.00
<b><u>TOTAL</u></b>	<b>\$51,820.85</b>

8. Interest accrues at a per diem rate of 14.18 each day after November 16, 2004 that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and 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 Defendants, jointly and severally, 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 Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: 11-17-04

BY:

Ilana Zion  
Ilana Zion, Esquire  
Attorney for Plaintiff

S & K File No. 04-22903

Mail to:  
DELTA FUNDING CORPORATION  
1000 WOODBURY ROAD  
Woodbury, NY 11797  
Parcel #:  
Title Insurer:  
File No.:

Space Above This Line for Recording Information

**MORTGAGE**

MIN Number: 100076600012459743

Loan Number: 0101848943  
App Number: 0308250915

**WORDS USED OFTEN IN THIS DOCUMENT**

(A) "Security Instrument." This Mortgage, which is Dated August 27, 2003 will be called the "Security Agreement."  
(B) "Borrower(s)." BARBARA B CARFLEY and THOMAS E CARFLEY

residing at 601 Anderson Street, Curwensville, PA 16833  
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  
Woodbury, NY 11797

will be called "Lender."

(D) "Note." The Note signed by Borrower and dated August 27, 2003 will be called the "Note." The Note shows that I owe Lender Forty Seven Thousand Two Hundred Fifty and No/100 (\$ 47,250.00) plus interest. I have promised to pay this debt in monthly payments and to pay the debt in full by September 1, 2033

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "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.

(G) "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. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS 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. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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.

EXHIBIT "A"

ALL that certain lot, or piece of ground, situate in the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post, at corner of Susquehanna Avenue, and Anderson Street; thence Westwardly, by Anderson Street, Fifty (50) feet, to a post at corner of lot, now or formerly of Kenneth Flegal, Lot 58; thence northwardly, one hundred, and twenty (120) feet, to a post at corner of lot of Wayne Addleman; thence eastwardly fifty (50) feet, by said lot of Wayne Addleman, to a post on line of Susquehanna Avenue; thence by said Avenue, in a southerly direction, one hundred and twenty (120) feet to a post and place of beginning. Being known and marked, on the plan of lots of South Curwensville, as lot No. Fifty Nine (59).

BEING the same premises granted and conveyed unto Barbara B. Carfley and Thomas E. Carfley, her husband, by deed of Vincent M. Sturniolo and Nanette L. Sturniolo, husband and wife dated August 27, 2003 and recorded at Clearfield County Instrument Number 2003-15902

**Exhibit A**

BD T.C

#### DESCRIPTION OF THE PROPERTY

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

(A) The Property located at 601 ANDERSON STREET, Curwensville, PA 16833

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;

(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.

 T.C.

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.

BD T.C

#### **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.

RD T.C

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.

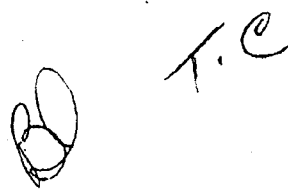
If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, I will pay the premiums for that mortgage insurance. I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law. 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.

Handwritten signature and initials, possibly "T.C." and a circular mark.

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.

RD

T.C

**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.

PD T.C

**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(l)) 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.

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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) Note Rt 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.

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### **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.

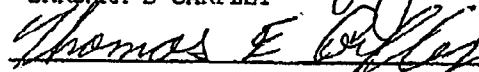
[Check applicable box(es)]

☐ 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.

  
BARBARA B CARFLEY

  
THOMAS E CARFLEY

STATE OF PENNSYLVANIA, Clearfield County ss:

On this 27th day of August, 2003 before me, the undersigned,  
a Notary Public in and for said County, personally appeared  
BARBARA B CARFLEY, THOMAS E CARFLEY

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires:

Matthew R. McCloskey  
Notary Public

Notarial Seal  
Matthew R. McCloskey, Notary Public  
State College Boro, Centre County  
My Commission Expires May 1, 2006

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

Premises commonly known as:

601 ANDERSON STREET, Curwensville, PA 16833

District \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

*Barbara B. Carley*  
BARBARA B. CARLEY

*Thomas E. Carley*  
THOMAS E. CARLEY



Date: 10/18/04

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

# **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 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.

EXHIBIT "B"

HOMEOWNER'S NAME(S): Barbara B. Carfley and Thomas E. Carfley  
PROPERTY ADDRESS: 601 Anderson Street, Curwensville, PA 16833  
LOAN ACCT. NO.: 101848943  
ORIGINAL LENDER: Delta Funding Corporation  
CURRENT LENDER/SERVICER: Ocwen Federal Bank, FSB  
LAW FIRM FILE NO.: 04-22903

### **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 PROVISION OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOU 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 agencies 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: 601 Anderson Street, Curwensville, PA 16833

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:

July 1, 2004 to October 1, 2004 @ \$449.62	=	<u>\$1,798.48</u>
Other charges (explain/itemize):		
Late Charges: July 16, 2004 to October 16, 2004 @ \$22.48	=	<u>\$89.92</u>
Pre-Default Late Charges:	=	<u>\$134.88</u>
Inspection Fees:		<u>\$10.50</u>
<b>TOTAL AMOUNT PAST DUE:</b>	<b>=</b>	<b><u>\$2,033.78</u></b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

**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 \$2,033.78, 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:

Ocwen Federal Bank, FSB  
1665 Palm Beach Lakes  
Suite 105  
West Palm Beach, Florida 33401

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.)

**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 creditor 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:**      **C/O The Law Firm of Shapiro and Kreisman**

**Address:**              **2520 Renaissance Blvd., Suite 150, King of Prussia, PA 19406**

**Phone number:**      **(610) 278-0800**

**Fax number:**           **(610) 278-9980**

**Contact person:**      **Ilana Zion, Esquire**

**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 X may or \_\_\_ 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 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**

**APPENDIX C**

**PENNSYLVANIA HOUSING FINANCE AGENCY HOMEOWNER'S EMERGENCY  
MORTGAGE ASSISTANCE PROGRAM CONSUMER COUNSELING AGENCIES**

**CCCS of Western PA**  
**219-A College Park Plaza**  
**Johnstown, PA 15904**  
**(888) 511-2227**

**CCCS of Western PA, Inc.**  
**1 North Gate Square**  
**#2 Garden Center Drive**  
**Greensburg, PA 15601**  
**(888) 511-2227**

**Indiana Co. Community Action Program**  
**827 Water Street**  
**Box 187**  
**Indiana, PA 15701**  
**(724) 465-2657**

**Keystone Economic Development Corp.**  
**1954 Mary Grace Lane**  
**Johnstown, PA 15901**  
**(814) 535-6556**

Date: 10/18/04

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

# **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 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): Barbara B. Carfley and Thomas E. Carfley  
PROPERTY ADDRESS: 601 Anderson Street, Curwensville, PA 16833  
LOAN ACCT. NO.: 101848943  
ORIGINAL LENDER: Delta Funding Corporation  
CURRENT LENDER/SERVICER: Ocwen Federal Bank, FSB  
LAW FIRM FILE NO.: 04-22903

### **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 PROVISION OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOU 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 agencies 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 have 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: 601 Anderson Street, Curwensville, PA 16833

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:

July 1, 2004 to October 1, 2004 @ \$449.62	=	<u>\$1,798.48</u>
Other charges (explain/itemize):		
Late Charges: July 16, 2004 to October 16, 2004 @ \$22.48	=	<u>\$89.92</u>
Pre-Default Late Charges:	=	<u>\$134.88</u>
Inspection Fees:		<u>\$10.50</u>
<b>TOTAL AMOUNT PAST DUE:</b>	=	<b><u>\$2,033.78</u></b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

**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 \$2,033.78, 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:

Ocwen Federal Bank, FSB  
1665 Palm Beach Lakes  
Suite 105  
West Palm Beach, Florida 33401

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.)

**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 creditor 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:**      **C/O The Law Firm of Shapiro and Kreisman**

**Address:**              **2520 Renaissance Blvd., Suite 150, King of Prussia, PA 19406**

**Phone number:**        **(610) 278-0600**

**Fax number:**           **(610) 278-9980**

**Contact person:**      **Ilana Zion, Esquire**

**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 ☐ 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 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**

**APPENDIX C**

**PENNSYLVANIA HOUSING FINANCE AGENCY HOMEOWNER'S EMERGENCY  
MORTGAGE ASSISTANCE PROGRAM CONSUMER COUNSELING AGENCIES**

**CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(888) 511-2227**

**CCCS of Western PA, Inc.  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
(888) 511-2227**

**Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
(724) 465-2657**

**Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556**

Name and Address of Sender

**SHAPIRO & KRIEGERMAN**  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
(It issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
Postmark and  
Date of Receipt

Article Number

Addressee (Name, Street, City, State, & ZIP Code)

Postage

Fee

Handling  
Charge

Actual Value  
if Registered

Insured  
Value

Due Sender  
if COD

DC  
Fee

SC  
Fee

SH  
Fee

RD  
Fee

RR  
Fee

1.

04-22963

Thomas E. Castley  
601 Anderson Street  
Curwensville, PA 16833

2.

3.

Barbara B. Castley  
601 Anderson Street  
Curwensville, PA 16833



UNITED STATES POSTAGE  
\$01.80  
02 1A  
0004336189 OCT 18 2004  
MAILED FROM ZIP CODE 19406

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 60
Certified Fee	230
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 290

Postmark  
Here

Sent to  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4  
Curwensville, PA 16833-0424  
PS Form 3800, June 2002  
See Reverse for Instructions

Total Number of Pieces  
Listed by Sender

Total Number of Pieces  
Received at Post Office

PS Form 3877, February 2002 (Page 1 of 2)

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

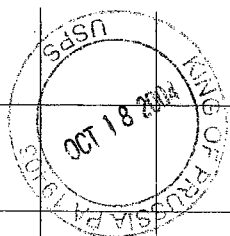
Postage	\$ 60
Certified Fee	230
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 290

Postmark  
Here

Sent to  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4  
Curwensville, PA 16833-0424  
PS Form 3800, June 2002  
See Reverse for Instructions

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse



Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

**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  
Ilana Zion, Esquire  
Attorney for Plaintiff

Dated: 11-17-04

Wells Fargo Bank, N.A., et al

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. 04-22903

**FILED** 16 cc  
m) 11:44/ Notice to Defs  
JAN 14 2005  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to  
Atty  
Atty pd. 20.00

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:04-1843-CD

vs.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER**  
**AND ASSESSMENT OF DAMAGES**

Enter Judgment IN REM in the amount of \$52,580.69 in favor of the Plaintiff and against  
the defendants, jointly and severally, 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:

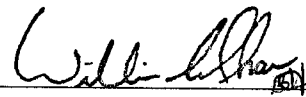
Principal of mortgage debt due and unpaid	\$47,087.09
Interest at 10.99% from June 1, 2004 to January 7, 2005 (221 days @ \$14.18 per diem)	\$3,133.78
Late charges (for certain months prior to default and every month after at a rate of \$22.48 per month)	\$202.32
Escrow Advance (As stated in Complaint)	\$397.00
Property Inspections	\$10.50
Title Search Report Fees	\$250.00
Attorneys Fees (As stated in Complaint)	\$1,500.00
<b>TOTAL AMOUNT DUE</b>	<b>\$52,580.69</b>

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 \$52,580.69.



Pro. Prothy.

04-22903

SHAPIRO & KREISMAN, LLC  
BY: DAVID FEIN, ESQ., JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 82628, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Barbara B. Carfley and  
Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3

By:

NAME: Jasmine L. Santiago  
TITLE: Foreclosure Facilitator

Sworn to and subscribed before me this 18<sup>th</sup> day of November, 2004.



Queen Michelle Roberts  
My Commission DD145947  
Expires August 28, 2006

*Queen Michelle Roberts*  
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. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3

PLAINTIFF

VS.

Barbara B. Carfley  
and  
Thomas E. Carfley  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-CD


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, December 23, 2004 to the following Defendants:

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Laura Robbins, Esquire  
2054 E. College Avenue  
State College, PA 16801

  
Laraine Colwell, 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. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
PLAINTIFF

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-CD

VS.

Barbara B. Carfley  
and  
Thomas E. Carfley  
DEFENDANTS

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

TO: Barbara B. Carfley  
DATE OF NOTICE: December 23, 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  
Telephone: 814-765-2641 x-5982  
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:

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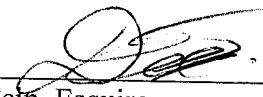
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### PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Laura Robbins, Esquire  
2054 E. College Avenue  
State College, PA 16801

  
\_\_\_\_\_  
David Fern, Esquire  
Shapiro & Kreisman, LLC  
Attorney for Plaintiff

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. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3

PLAINTIFF

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-CD

VS.

Barbara B. Carfley  
and  
Thomas E. Carfley  
DEFENDANTS

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

TO: Thomas E. Carfley  
DATE OF NOTICE: December 23, 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:

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Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Laura Robbins, Esquire  
2054 E. College Avenue  
State College, PA 16801



---

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

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. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
PLAINTIFF

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-CD

VS.

Barbara B. Carfley  
and  
Thomas E. Carfley  
DEFENDANTS

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

TO: Laura Robbins, Esquire  
DATE OF NOTICE: December 23, 2004

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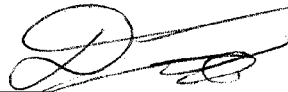
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### PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Laura Robbins, Esquire  
2054 E. College Avenue  
State College, PA 16801



---

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. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
PLAINTIFF

vs.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:04-1843-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:

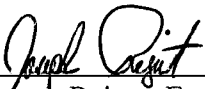
Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Date mailed: 1-12-05

SHAPIRO & KREISMAN, LLC

BY:

  
\_\_\_\_\_  
Joseph Rejent, Esquire  
Attorney for Plaintiff

04-22903



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  
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Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
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Certificates, Series 2003-3  
PLAINTIFF

vs.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:04-1843-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 the registered holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
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:

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

SHAPIRO & KREISMAN, LLC

BY:

  
\_\_\_\_\_  
Joseph Rejent, Esquire  
Attorney for Plaintiff

04-22903

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: Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
PLAINTIFF

vs.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:04-1843-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

11/4/05

☒ 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.

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: Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Wells Fargo Bank, N.A., successor by merger  
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Certificates, Series 2003-3

PLAINTIFF

vs.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:04-1843-CD

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

COPY

PROTHONOTARY'S OFFICE  
Prothonotary

TO: Thomas E. Carfley, c/o Laura Robbins, Esquire  
2054 East College Avenue  
State College, PA 16801

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
PLAINTIFF

vs.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:04-1843-CD

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PROTHONOTARY'S OFFICE  
Prothonotary

1/14/05

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- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
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COURT OF COMMON PLEAS Clearfield County Clerk  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

COPY

PROTHONOTARY'S OFFICE  
Prothonotary

TO: Barbara B. Carfley, c/o Laura Robbins, Esquire  
2054 East College Avenue  
State College, PA 16801

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
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Certificates, Series 2003-3  
PLAINTIFF

vs.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

COURT OF COMMON PLEAS  
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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.  
Wells Fargo Bank Minnesota, National  
Association  
Plaintiff(s)

No.: 2004-01843-CD

Real Debt: \$52,280.69

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Barbara B. Carfley  
Thomas E. Carfley  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 14, 2005

Expires: January 14, 2010

Certified from the record this 14th 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

Wells Fargo Bank, N.A., successor by  
merger to Wells Fargo Bank Minnesota,  
National Association, as Trustee for the  
registered holders of Home Equity Loan  
Asset-Backed Certificates, Series 2003-3  
Plaintiff

vs.

Barbara B. Carfley and Thomas E. Carfley  
Defendant

IN THE COURT OF COMMON PLEAS

OF

CLEAFIELD COUNTY

No. 04-1843-CD

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

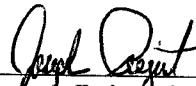
Amount Due  
Interest from January 8, 2005 to

\$52,580.69

(Costs to be added)

\$ \_\_\_\_\_

**Prothonotary costs** 125.00



Joseph Rejent, Esquire, Attorney for Plaintiff

**FILED**

1cc9 lewrits  
m/2:2267 wldescr.  
to shff  
JAN 14 2005  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty pd. 20.00

No: 04-1843-CD

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY

---

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3, Plaintiff

VS

Barbara B. Carfley, Defendant  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley, Defendant  
601 Anderson Street  
Curwensville, PA 16833

William A. Shaw  
Prothonotary/Clerk of Courts

JAN 14 2005

FILED

PRAECIPE FOR WRIT OF  
EXECUTION  
{Mortgage Foreclosure}

Filed:  
*Joseph Rejent*

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. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3

PLAINTIFF

vs.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3, 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 601 Anderson Street, Curwensville, PA 16833.

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

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

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

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

Vincent M. Sturniolo  
125 Pauline Drive  
Clearfield, PA 16830

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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3, 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 Division  
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  
601 Anderson Street  
Curwensville, PA 16833

Nathan Carfley  
601 Anderson Street  
Curwensville, PA 16833

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

04-22903

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3

No: 04-1843-CD

PLAINTIFF

WRIT OF EXECUTION:

VS.

MORTGAGE FORECLOSURE

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

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:

601 Anderson Street, Curwensville, PA 16833  
See attached legal

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

Amount Due

\$52,580.69

Interest from January 8, 2005 to

\$ \_\_\_\_\_

Costs to be added

~~Prothonotary costs~~ 125.00

Seal of Court

\_\_\_\_\_  
PROTHONOTARY

Date: 1/14/05

\_\_\_\_\_  
Deputy Prothonotary


**No: 04-1843-CD**

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3

vs.

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

  
Joseph Rejent, Esquire  
Attorney for Plaintiff

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

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

Prothonotary costs

ALL THAT CERTAIN lot, or piece of ground, situate in the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post, at corner of Susquehanna Avenue, and Anderson Street; thence Westwardly, by Anderson Street, Fifty (50) feet, to a post at corner of lot, now or formerly of Kenneth Flegal, Lot 58; thence Northwardly, one hundred, and twenty (120) feet, to a post at corner of lot of Wayne Addleman; thence Eastwardly fifty (50) feet, by said lot of Wayne Addleman, to a post on line of Susquehanna Avenue; thence by said Avenue, in a Southerly direction, one hundred and twenty (120) feet to a post and place of beginning. Begin known and marked, on the plan of lots of South Curwensville, as lot No. Fifty Nine (59).

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. 04-22903

Wells Fargo Bank, N.A., successor by merger to  
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PLAINTIFF

VS.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-CD

FILED<sup>(6K)</sup>  
m 11:30 BY  
APR 20 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3, 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

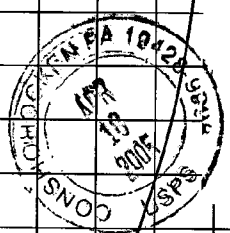
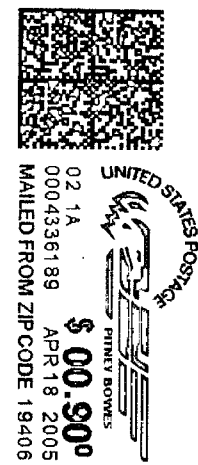
04-22903

Name and Address of Sender **STAFFORD & KREISMAN**  
**2520 RENAISSANCE BLVD., SUITE 120**  
**WING OF PRUSSIA, PA 19406**

Check type of mail:  
☐ Express  
☐ Registered  
☐ Insured  
☐ COD  
☐ Return Receipt (RR) for Merchandise  
☐ Certified  
☐ Intl Rec. Del.  
☐ Del. Confirmation (DC)

If Registered Mail, check below:  
☐ Insured  
☐ Not Insured  
 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 (\$ Reg.)	Insured Value	Due Sender if COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	04-22903	Welfen Cautley													
2		601 Anderson Street													
3		Cumersville, PA 16833													
4															
5		Vincent H. Shumilo													
6		125 Pauline Drive													
7		Clearfield, PA 16830													
8															
9		Clearfield Domestic													
10		Lechman Division													
11		230 East Market Street													
12		Clearfield, PA 16835													
13															
14															
15															
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster: Per (Name of receiving employee)		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 (DMM) 9500, 9513, and 9521 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.										





Name and Address of Sender  
**SHAPIRO & KREISHMAN**  
2020 RENAISSANCE BLVD., SUITE 400  
KING OF PRUSSIA, PA 19406

Check type of mail:  
☐ Express  
☐ Registered  
☐ Insured  
☐ COD  
☐ Return Receipt (RR) for Merchandise  
☐ Certified  
☐ Init Rec. Del.  
☐ Del. Confirmation (DC)

If Registered Mail, check below:  
☐ Insured  
☐ Not Insured  
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	0422903	Terrell Deupont													
2		Vol Anderson Street													
3		Cumersville, PA 16833													
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)		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 S821 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.										



UNITED STATES POSTAGE  
02 1A  
0004336189  
\$00.90  
MAILED FROM ZIP CODE 19406  
APR 18 2005  
HOCKEN PA 19406

PS Form 3877, April 1999

Complete by Typewriter, Ink, or Ball Point Pen

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. 04-22903

FILED <sup>NO CC</sup>  
m 11:04 AM  
AUG 24 2005 <sup>GR</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3

PLAINTIFF

VS.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

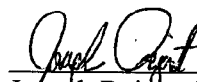
NO: 04-1843-CD

**SUGGESTION OF BANKRUPTCY**

TO THE PROTHONOTARY:

It is hereby suggested of record that Barbara B. Carfley and Thomas E. Carfley  
Defendants in the above captioned case has filed Bankruptcy under Chapter 13, under Docket  
No. 05-71235 in the Western District of Pennsylvania and the above captioned Action in  
Mortgage Foreclosure is accordingly stayed during the pendency of the Bankruptcy.

BY:



Joseph Rejent, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20088

NO: 04-1843-CD

PLAINTIFF: WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2003-3

vs.

DEFENDANT: BARBARA B. CARFLEY AND THOMAS E. CARFLEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/14/2005

LEVY TAKEN 03/29/2005 @ 10:11 AM

POSTED 03/29/2005 @ 10:11 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 11/28/2005

DATE DEED FILED **NOT SOLD**

**FILED**  
03:42 Btl  
NOV 28 2005

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

03/29/2005 @ 10:11 AM SERVED BARBARA B. CARFLEY

SERVED BARBARA B. CARFLEY, DEFENDANT, AT HER RESIDENCE 601 ANDERSON STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BARBARA B. CARFLEY

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.

03/29/2005 @ 10:11 AM SERVED THOMAS E. CARFLEY

SERVED THOMAS E. CARFLEY, DEFENDANT, AT HIS RESIDENCE 601 ANDERSON STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BARBARA B. CARFLEY, WIFE/DEFENDANT

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

NOW, JUNE 2, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 2, 2005 TO SEPTEMBER 2, 2005.

@ SERVED

NOW, AUGUST 22, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE DUE TO BANKRUPTCY FILING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20088

NO: 04-1843-CD

PLAINTIFF: WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA,  
NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF HOME EQUITY LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2003-3

vs.

DEFENDANT: BARBARA B. CARFLEY AND THOMAS E. CARFLEY

Execution REAL ESTATE


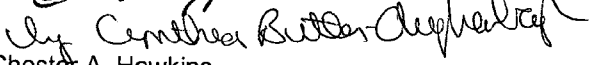
SHERIFF RETURN

---

SHERIFF HAWKINS \$199.16

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
By   
Chester A. Hawkins  
Sheriff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3  
PLAINTIFF

No: 04-1843-CD

VS.

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

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:

601 Anderson Street, Curwensville, PA 16833  
See attached legal

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

Amount Due \$52,580.69

Interest from January 8, 2005 to

\$ \_\_\_\_\_

Costs to be added

Prothonotary costs 12500

Seal of Court

  
PROTHONOTARY

Date: 1/14/05

Deputy Prothonotary

Received January 14, 2005 @ 3:00 P.M.  
Chester A. Kunkin  
By Cynthia Butler-Coughlin

**No: 04-1843-CD**

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3

**vs.**

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833



Joseph Rejent, Esquire  
Attorney for Plaintiff

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

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

ALL THAT CERTAIN lot, or piece of ground, situate in the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post, at corner of Susquehanna Avenue, and Anderson Street; thence Westwardly, by Anderson Street, Fifty (50) feet, to a post at corner of lot, now or formerly of Kenneth Flegal, Lot 58; thence Northwardly, one hundred, and twenty (120) feet, to a post at corner of lot of Wayne Addleman; thence Eastwardly fifty (50) feet, by said lot of Wayne Addleman, to a post on line of Susquehanna Avenue; thence by said Avenue, in a Southerly direction, one hundred and twenty (120) feet to a post and place of beginning. Begin known and marked, on the plan of lots of South Curwensville, as lot No. Fifty Nine (59).

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME BARBARA B. CARFLEY

NO. 04-1843-CD

NOW, November 28, 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 , I exposed the within described real estate of Barbara B. Carfley And Thomas E. Carfley to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	15.00
SERVICE	15.00
MILEAGE	4.86
LEVY	15.00
MILEAGE	4.86
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$199.16</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

DEBT-AMOUNT DUE	52,580.69
INTEREST @	0.00
FROM TO	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$52,620.69</b>
--------------------------------	--------------------

**COSTS:**

ADVERTISING	319.78
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	199.16
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>\$945.94</b>
--------------------	-----------------

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



**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-EBERSON\*  
JOSEPH REJENT  
KEVIN DISKIN  
ILANA ZION  
\*Also Licensed in New Jersey  
\*Also Licensed in Michigan

June 2, 2005  
Office of the Sheriff of Clearfield County  
Attn: Cindy  
814-765-5915

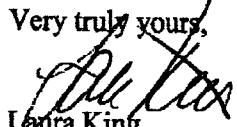
Re: Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota,  
National Association, as Trustee for the registered holders of Home Equity Loan  
Asset-Backed Certificates, Series 2003-3 vs. Barbara B. Carfley and Thomas E.  
Carfley  
C.P. #04-1843-CD,  
Sale Date: June 2, 2005  
Our File # 04-22903

Dear Cindy:

Kindly continue the above-referenced sale until September 2, 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,

  
Laura King  
Legal Assistant

**SHAPIRO & KREISMAN, LLC**

ATTORNEYS AT LAW

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

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

**CERARD 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

August 23, 2005  
Office of the Sheriff of Clearfield County  
Clearfield County Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
Attn: Cindy  
814-765-5915

Re: Wells Fargo Bank N.A., successor by merger to Wells Fargo Bank Minnesota,  
National Association, as Trustee for the registered holders of Home Equity Loan  
Asset-Backed Certificates, Series 2003-3 vs. Barbara B. Carfley and Thomas E.  
Carfley  
C.P. #04-1843-CL  
Sale Date: September 2, 2005  
Our File # 04-22903

Dear Cindy:

Kindly stay the sale scheduled for the above-referenced case due to the filing of a  
Chapter #13 Bankruptcy Filing by Barbara B. Carfley and Thomas E. Carfley. No monies  
were received.

In order for our company to properly bill our clients, would you kindly take sometime out  
to send us the refund or the amount due and owing. Please return the writ to the  
prothonotary.

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, appearing to read 'Laura King', is written over the typed name.  
Laura King  
Foreclosure Department

Wells Fargo Bank, N.A., successor by  
merger to Wells Fargo Bank Minnesota,  
National Association, as Trustee for the  
registered holders of Home Equity Loan  
Asset-Backed Certificates, Series 2003-3  
Plaintiff

vs.

Barbara B. Carfley and Thomas E. Carfley  
Defendant

IN THE COURT OF COMMON PLEAS

OF

CLEAFIELD COUNTY

No. 04-1843-CD

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

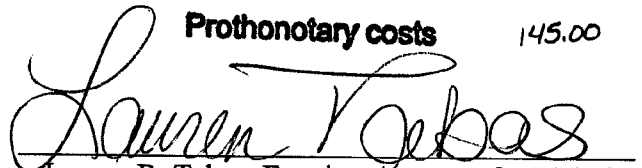
Amount Due  
Interest from January 15, 2005 to

\$52,580.69

(Costs to be added)

\$ \_\_\_\_\_

Prothonotary costs 145.00

  
Lauren R. Tabas, Esquire, Attorney for Plaintiff

**FILED** *icc & lowmrs*  
*m/2:50 PM*  
JUN 29 2006 *w/prop. descr.*  
*to Shff*  
William A. Shaw *Atty pd. 20.00*  
Prothonotary/Clerk of Courts  
*OK*

William A. Shaw  
Prothonotary/Clerk of Courts

JUN 29 2006

FILED

No: 04-1843-CD

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3, Plaintiff

VS

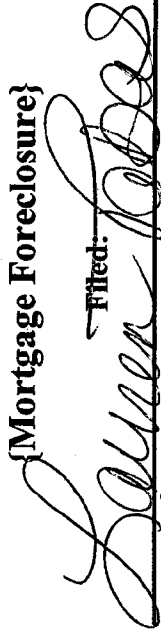
Barbara B. Carfley, Defendant  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley, Defendant  
601 Anderson Street  
Curwensville, PA 16833

PRAECIPE FOR WRIT OF  
EXECUTION

{Mortgage Foreclosure}

Filed:



Lauren R. Tabak, Esquire  
Plaintiff's Attorney

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
PLAINTIFF

vs.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:04-1843-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 the registered holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

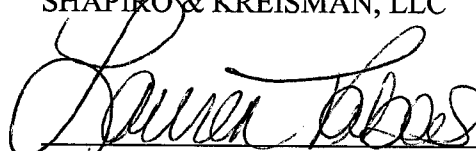
and that the last known address(es) of the judgment debtor (Defendant(s)) is:

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

SHAPIRO & KREISMAN, LLC

BY:



Lauren R. Tabas, Esquire  
Attorney for Plaintiff

04-22903

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3

No: 04-1843-CD

PLAINTIFF

WRIT OF EXECUTION:

VS.

MORTGAGE FORECLOSURE

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

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:

601 Anderson Street, Curwensville, PA 16833  
See attached legal

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

Amount Due \$52,580.69

Interest from January 15, 2005 to

\$ \_\_\_\_\_

Costs to be added

Prothonotary costs 145.00

Seal of Court

  
PROTHONOTARY

Date: 6/29/06

\_\_\_\_\_  
Deputy Prothonotary

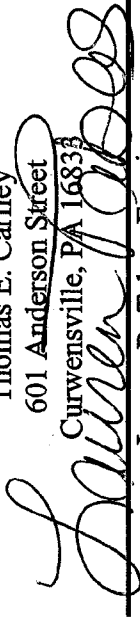
**No: 04-1843-CD**

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3

vs.

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

A handwritten signature in cursive script, reading "Lauren R. Tabas", written over a horizontal line.

Lauren R. Tabas, Esquire  
Attorney for Plaintiff

**WRIT OF EXECUTION**

**(MORTGAGE FORECLOSURE)**

Lauren R. Tabas, Esquire, Attorney  
SHAPIRO & KREISMAN, LLC  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406

ALL THAT CERTAIN lot, or piece of ground, situate in the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post, at corner of Susquehanna Avenue, and Anderson Street; thence Westwardly, by Anderson Street, Fifty (50) feet, to a post at corner of lot, now or formerly of Kenneth Flegal, Lot 58; thence Northwardly, one hundred, and twenty (120) feet, to a post at corner of lot of Wayne Addleman; thence Eastwardly fifty (50) feet, by said lot of Wayne Addleman, to a post on line of Susquehanna Avenue; thence by said Avenue, in a Southerly direction, one hundred and twenty (120) feet to a post and place of beginning. Begin known and marked, on the plan of lots of South Curwensville, as lot No. Fifty Nine (59).



SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3

PLAINTIFF

vs.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3, 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 601 Anderson Street, Curwensville, PA 16833.

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

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

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

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833

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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

Vincent M. Sturniolo  
125 Pauline Drive  
Clearfield, PA 16830

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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3  
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 Division  
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:

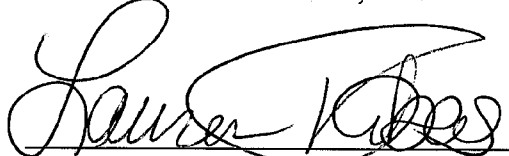
TENANT OR OCCUPANT  
601 Anderson Street  
Curwensville, PA 16833

Nathan Carfley  
601 Anderson Street  
Curwensville, PA 16833

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:



Lauren R. Tabas, Esquire

04-22903

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20388

NO: 04-1843-CD

PLAINTIFF: WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2003-3

vs.

DEFENDANT: BARBARA B. CARFLEY AND THOMAS E. CARFLEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/29/2006

LEVY TAKEN 07/05/2006 @ 11:15 AM

POSTED 07/05/2006 @ 11:15 AM

SALE HELD

SOLD TO

WRIT RETURNED 03/05/2007

DATE DEED FILED **NOT SOLD**

**DETAILS**

07/05/2006 @ 11:35 AM SERVED BARBARA B. CARFLEY

SERVED BARBARA B. CARFLEY, DEFENDANT, AT HER RESIDENCE 436 CHESTNUT AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NATE CARFLEY, SON OF THE DEFENDANT/AAR

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.

07/05/2006 @ 11:35 AM SERVED THOMAS E. CARFLEY

SERVED THOMAS E. CARFLEY, DEFENDANT, AT HIS RESIDENCE 436 CHESTNUT AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NATE CARFLEY, SON OF THE DEFENDANT/AAR

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

NOW, NOVEMBER 14, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR DECEMBER 1, 2006.

@ SERVED

NOW, MARCH 5, 2007 RETURN THE WRIT AS TIME EXPIRED.

**FILED**  
01326301  
MAR 05 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20388  
NO: 04-1843-CD

PLAINTIFF: WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA,  
NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF HOME EQUITY LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2003-3

vs.

DEFENDANT: BARBARA B. CARFLEY AND THOMAS E. CARFLEY

Execution REAL ESTATE

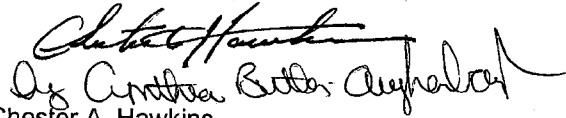
SHERIFF RETURN

---

SHERIFF HAWKINS \$201.53

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3  
PLAINTIFF

No: 04-1843-CD

VS.

WRIT OF EXECUTION:  
MORTGAGE FORECLOSURE

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

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:

601 Anderson Street, Curwensville, PA 16833  
See attached legal

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

Amount Due \$52,580.69

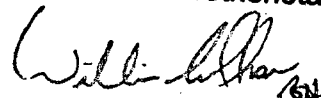
Interest from January 15, 2005 to

\$ \_\_\_\_\_

Costs to be added

Prothonotary costs 145.00

Seal of Court

  
PROTHONOTARY

Date: 6/29/06

\_\_\_\_\_  
Deputy Prothonotary

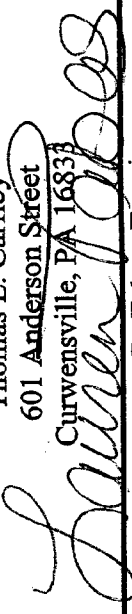
Received June 29, 2006 @ 3:10 P.M.  
Chas. A. Hawkins  
By Cynthia Butler-Aughenbaugh

**No: 04-1843-CD**

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3

vs.

Barbara B. Carfley  
601 Anderson Street  
Curwensville, PA 16833

Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833  
  
Lauren R. Tabas, Esquire  
Attorney for Plaintiff

**WRIT OF EXECUTION**

**(MORTGAGE FORECLOSURE)**

Lauren R. Tabas, Esquire, Attorney  
SHAPIRO & KREISMAN, LLC  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406

1

ALL THAT CERTAIN lot, or piece of ground, situate in the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post, at corner of Susquehanna Avenue, and Anderson Street; thence Westwardly, by Anderson Street, Fifty (50) feet, to a post at corner of lot, now or formerly of Kenneth Flegal, Lot 58; thence Northwardly, one hundred, and twenty (120) feet, to a post at corner of lot of Wayne Addleman; thence Eastwardly fifty (50) feet, by said lot of Wayne Addleman, to a post on line of Susquehanna Avenue; thence by said Avenue, in a Southerly direction, one hundred and twenty (120) feet to a post and place of beginning. Begin known and marked, on the plan of lots of South Curwensville, as lot No. Fifty Nine (59).



**SHAPIRO & KREISMAN, LLC**

ATTORNEYS AT LAW

3600 Horizon Drive, 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***KEVIN DISKIN+***Managing Attorney***DANIELLE BOYLE-KBERSOLE +****LAUREN R. TABAS +****ILANA ZION***+ Also Licensed in New Jersey*

November 14, 2006

Clearfield County Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

ATTN: Clearfield County Sheriff  
814-765-5915

RE: Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank  
Minnesota, National Association, as Trustee for the registered holders of  
Home Equity Loan Asset-Backed Certificates, Series 2003-3  
vs.  
Barbara B. Carfley and Thomas E. Carfley  
Curwensville County Docket No. 04-1843-CD  
Our File No. 04-22903

Dear Clearfield County Sheriff:

Kindly stay Sheriff's sale currently scheduled for December 1, 2006 in the above-referenced matter. Plaintiff has realized the No Monies.

Please forward to us a bill for any additional monies which may be due and owing to the Sheriff of Clearfield County, or in the alternative, refund any monies from the deposit already with your office.

Very truly yours,

A handwritten signature in cursive script that reads 'Heather Doyle'.

Heather Doyle  
Legal Assistant

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME BARBARA B. CARFLEY

NO. 04-1843-CD

NOW, March 05, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on December 01, 2006, I exposed the within described real estate of Barbara B. Carfley And Thomas E. Carfley to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	5.34
LEVY	15.00
MILEAGE	5.34
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.85
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	

**TOTAL SHERIFF COSTS \$201.53**

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	52,580.69
INTEREST @	0.00
FROM 01/15/2005 TO 12/01/2006	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$52,620.69</b>

**COSTS:**

ADVERTISING	350.98
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	201.53
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$841.51</b>

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

Wells Fargo Bank, N.A., successor by  
merger to Wells Fargo Bank Minnesota,  
National Association, as Trustee for the  
registered holders of Home Equity Loan  
Asset-Backed Certificates, Series 2003-3  
Plaintiff

vs.

Barbara B. Carfley and Thomas E. Carfley  
Defendant

IN THE COURT OF COMMON PLEAS

OF

CLEAFIELD COUNTY

No. 04-1843-CD

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due  
Interest from January 15, 2005 to

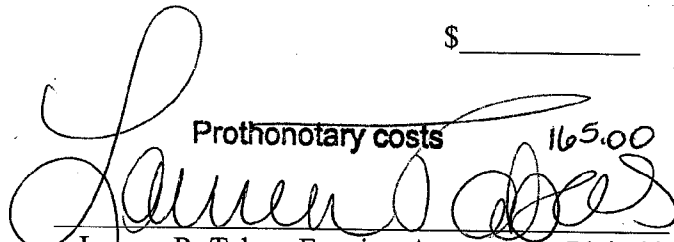
\$52,580.69

(Costs to be added)

\$ \_\_\_\_\_

Prothonotary costs

165.00

  
Lauren R. Tabas, Esquire, Attorney for Plaintiff

**FILED** Attg pd. 80.00  
mjl:20321  
APR 26 2007 1ccolewrits  
w/prop desc.  
to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts  
CH

No: 04-1843-CD

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY

---

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3, Plaintiff

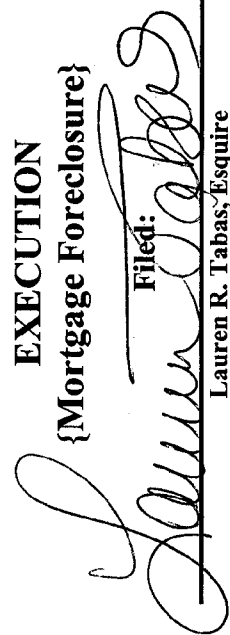
VS

Barbara B. Carfley, Defendant  
436 Chestnut Avenue  
Curwensville, PA 16833

Thomas E. Carfley, Defendant  
436 Chestnut Avenue  
Curwensville, PA 16833

PRAECIPE FOR WRIT OF  
EXECUTION  
{Mortgage Foreclosure}

Filed:



---

Lauren R. Tabas, Esquire  
Plaintiff's Attorney

FILED

APR 26 2007

William A. Shaw  
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC  
BY: DAVID FEIN, ESQ., JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 82628, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3

1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Barbara B. Carfley and  
Thomas E. Carfley  
601 Anderson Street  
Curwensville, PA 16833  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3

By:

NAME: Jasmine L. Santiago  
TITLE: Foreclosure Facilitator

Sworn to and subscribed before me this 18<sup>th</sup> day of November, 2004.



Queen Michelle Roberts  
My Commission DD145947  
Expires August 28, 2006

*Queen Michelle Roberts*  
Notary Public

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-22903

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3

PLAINTIFF

vs.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-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 the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3, 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 601 Anderson Street, Curwensville, PA 16833.

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Barbara B. Carfley  
436 Chestnut Avenue  
Curwensville, PA 16833

Thomas E. Carfley  
436 Chestnut Avenue  
Curwensville, PA 16833

2. Name and address of Defendants in the judgment:

Barbara B. Carfley  
436 Chestnut Avenue  
Curwensville, PA 16833

Thomas E. Carfley  
436 Chestnut Avenue  
Curwensville, PA 16833

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

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West Palm Beach, FL 33401

Vincent M. Sturniolo  
125 Pauline Drive  
Clearfield, PA 16830

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

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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 Division  
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:

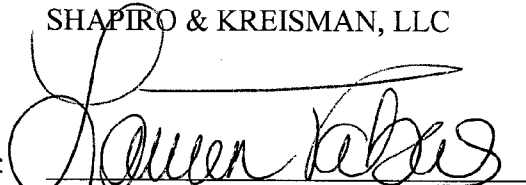
TENANT OR OCCUPANT  
601 Anderson Street  
Curwensville, PA 16833

Nathan Carfley  
601 Anderson Street  
Curwensville, PA 16833

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:



Lauren R. Tabas, Esquire

04-22903



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

COPY

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3

No: 04-1843-CD

PLAINTIFF

WRIT OF EXECUTION:

VS.

MORTGAGE FORECLOSURE

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

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:

601 Anderson Street, Curwensville, PA 16833  
See attached legal

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

Amount Due

\$52,580.69

Interest from January 15, 2005 to

\$ \_\_\_\_\_

Costs to be added

Prothonotary costs

165.00

Seal of Court

  
PROTHONOTARY

Date: 4/26/07

~~Deputy Prothonotary~~

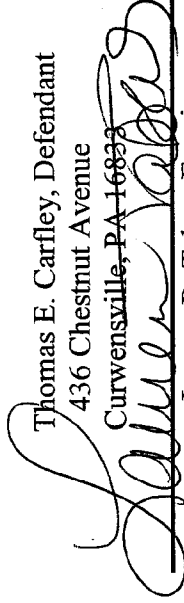
**No: 04-1843-CD**

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3

**vs.**

Barbara B. Carfley, Defendant  
436 Chestnut Avenue  
Curwensville, PA 16833

Thomas E. Carfley, Defendant  
436 Chestnut Avenue  
Curwensville, PA 16833

A handwritten signature in cursive script, appearing to read 'Lauren R. Tabas', is written over a horizontal line.

Lauren R. Tabas, Esquire  
Attorney for Plaintiff

**WRIT OF EXECUTION**

**(MORTGAGE FORECLOSURE)**

Lauren R. Tabas, Esquire, Attorney  
SHAPIRO & KREISMAN, LLC  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406

ALL THAT CERTAIN lot, or piece of ground, situate in the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post, at corner of Susquehanna Avenue, and Anderson Street; thence Westwardly, by Anderson Street, Fifty (50) feet, to a post at corner of lot, now or formerly of Kenneth Flegal, Lot 58; thence Northwardly, one hundred, and twenty (120) feet, to a post at corner of lot of Wayne Addleman; thence Eastwardly fifty (50) feet, by said lot of Wayne Addleman, to a post on line of Susquehanna Avenue; thence by said Avenue, in a Southerly direction, one hundred and twenty (120) feet to a post and place of beginning. Begin known and marked, on the plan of lots of South Curwensville, as lot No. Fifty Nine (59).

BEING the same premises which Vincent M. Sturniolo and Nanette L. Sturniolo, his wife, by Deed dated August 27, 2003 and recorded in the Clearfield County Recorder of Deeds Office on September 3, 2003 as Instrument No. 200315902, granted and conveyed unto Barbara B. Carfley and Thomas E. Carfley, his wife.

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-22903

**FILED** *no cc*  
MAY 29 2007 *CR*

William A. Shaw  
Prothonotary/Clerk of Courts

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3

PLAINTIFF

VS.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-CD

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

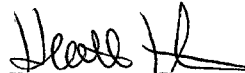
I, Heather Whitman, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee for the registered holders of Home Equity Loan Asset-Backed Certificates, Series 2003-3, hereby certify 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 May 14, 2007, 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:



Heather Whitman  
Legal Assistant

04-22903

Name and Address of Sender  
 Shapiro & Kreisman, LLC  
 3600 Horizon Drive  
 Suite 150  
 King of Prussia, PA 19406

Check type of mail or service:

<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured	

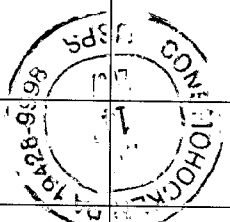
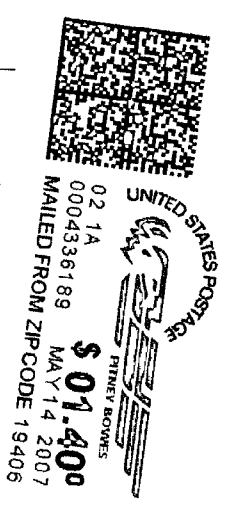
Attach Stamp Here  
 (If issued as a  
 certificate of mailing,  
 or for additional  
 copies of this bill)  
 Postmark and  
 Date of Receipt

Article Number	Addressee (Name, Street, City State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. 04-22903	Tenant or Occupant 601 Anderson Street Curwensville, PA 16833											
2.	Clearfield County Domestic Relations Division 230 East Market Street Clearfield, PA 16830											
3.	Vincent M. Stumolo 125 Pauline Drive Clearfield, PA 16830											
4.	Nathan Carfley 601 Anderson Street Curwensville, PA 16833											
5.												
6.												
7.												
8.												
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)									

PS Form 3877, February 2002 (Page 1 of 1)

Complete by Typewriter, Ink or Ball Point Pen

See Privacy Act Statement on Reverse



**Delivery Confirmation**  
**Signature Confirmation**  
**Special Handling**  
**Restricted Delivery**  
**Return Receipt**

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 04-22903

FILED

(EW)

AUG 17 2007

2011:00/1004  
William A. Shaw

Prothonotary/Clerk of Courts

1 cent to Att

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, National  
Association, as Trustee for the registered  
holders of Home Equity Loan Asset-Backed  
Certificates, Series 2003-3  
PLAINTIFF

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 04-1843-CD

VS.

Barbara B. Carfley  
and  
Thomas E. Carfley  
DEFENDANTS

PRAECIPE TO SATISFY MORTGAGE  
FORECLOSURE JUDGMENT  
ENTERED JANUARY 14, 2005

TO THE PROTHONOTARY:

Kindly mark the Judgment of record in this matter satisfied.

BY:

SHAPIRO & KREISMAN, LLC

Lauren R. Tabas, Esquire  
Attorney for Plaintiff

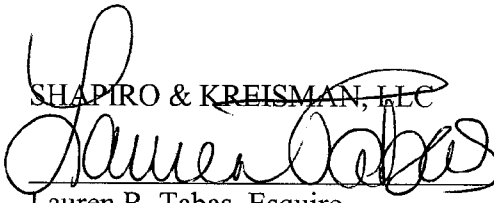
04-22903

**CERTIFICATE OF SERVICE**

I, Lauren R. Tabas, Esquire, hereby certify that on July 13-07 I served a true and correct copy of the within Praecept to Satisfy Mortgage Foreclosure Judgment upon the following parties via first class mail, postage prepaid:

Barbara B. Carfley  
436 Chestnut Avenue  
Curwensville, PA 16833

Thomas E. Carfley  
436 Chestnut Avenue  
Curwensville, PA 16833

SHAPIRO & KREISMAN, LLC  
BY:   
Lauren R. Tabas, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20579

NO: 04-1843-CD

PLAINTIFF: WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2003-3

vs.

DEFENDANT: BARBARA B. CARFLEY AND THOMAS E. CARFLEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 4/26/2007

LEVY TAKEN 5/4/2007 @ 11:21 AM

POSTED 5/4/2007 @ 11:21 AM

SALE HELD

SOLD TO

WRIT RETURNED 11/30/2007

DATE DEED FILED **NOT SOLD**

**DETAILS**

5/4/2007 @ 11:25 AM SERVED BARBARA B. CARFLEY

SERVED BARBARA B. CARFLEY, DEFENDANT, AT HER RESIDENCE 436 CHESTNUT AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BARBARA B. CARFLEY

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.

5/4/2007 @ 11:25 AM SERVED THOMAS E. CARFLEY

SERVED THOMAS E. CARFLEY, DEFENDANT, AT HIS RESIDENCE 436 CHESTNUT AVENUE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BARBARA B. CARFLEY, WIFE/CO-DEFENDANT

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

NOW, JULY 1, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JULY 6, 2007. THE AMOUNT OF \$552,580.69 WAS PAID TO CURE THE DEFAULT.

FILED  
07/13/07  
NOV 30 2007  
William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20579  
NO: 04-1843-CD

PLAINTIFF: WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA,  
NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF HOME EQUITY LOAN  
ASSET-BACKED CERTIFICATES, SERIES 2003-3

vs.

DEFENDANT: BARBARA B. CARFLEY AND THOMAS E. CARFLEY

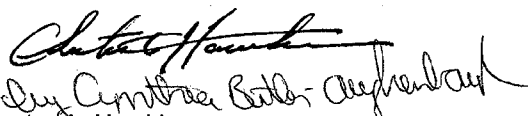
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$1,232.93

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3

PLAINTIFF

VS.

Barbara B. Carfley and Thomas E. Carfley  
DEFENDANT(S)

SS

No: 04-1843-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:

601 Anderson Street, Curwensville, PA 16833  
See attached legal

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

Amount Due

\$52,580.69

Interest from January 15, 2005 to

\$ \_\_\_\_\_

Costs to be added

Prothonotary costs

165.00

Seal of Court

  
PROTHONOTARY

Date: 4/26/07

~~Deputy Prothonotary~~

Received April 26, 2007 @ 3:00 P.M.  
Chester A. Hargis  
By Cynthia Butler-Alexander

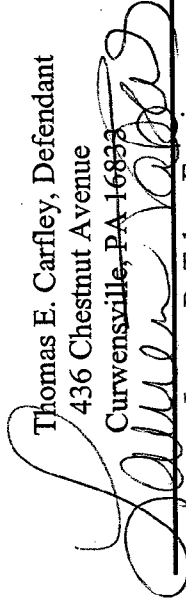
**No: 04-1843-CD**

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, National Association,  
as Trustee for the registered holders of Home  
Equity Loan Asset-Backed Certificates, Series  
2003-3

**vs.**

Barbara B. Carfley, Defendant  
436 Chestnut Avenue  
Curwensville, PA 16833

Thomas E. Carfley, Defendant  
436 Chestnut Avenue  
Curwensville, PA 16833

A handwritten signature in dark ink, appearing to read 'Lauren R. Tabas', is written over a solid horizontal line.

Lauren R. Tabas, Esquire  
Attorney for Plaintiff

**WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)**

Lauren R. Tabas, Esquire, Attorney  
SHAPIRO & KREISMAN, LLC  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406

ALL THAT CERTAIN lot, or piece of ground, situate in the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post, at corner of Susquehanna Avenue, and Anderson Street; thence Westwardly, by Anderson Street, Fifty (50) feet, to a post at corner of lot, now or formerly of Kenneth Flegal, Lot 58; thence Northwardly, one hundred, and twenty (120) feet, to a post at corner of lot of Wayne Addleman; thence Eastwardly fifty (50) feet, by said lot of Wayne Addleman, to a post on line of Susquehanna Avenue; thence by said Avenue, in a Southerly direction, one hundred and twenty (120) feet to a post and place of beginning. Begin known and marked, on the plan of lots of South Curwensville, as lot No. Fifty Nine (59).

BEING the same premises which Vincent M. Sturniolo and Nanette L. Sturniolo, his wife, by Deed dated August 27, 2003 and recorded in the Clearfield County Recorder of Deeds Office on September 3, 2003 as Instrument No. 200315902, granted and conveyed unto Barbara B. Carfley and Thomas E. Carfley, his wife.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME BARBARA B. CARFLEY

NO. 04-1843-CD

NOW, November 30, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Barbara B. Carfley And Thomas E. Carfley to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$52,580.69 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	5.82
LEVY	15.00
MILEAGE	5.82
POSTING	15.00
CSDS	10.00
COMMISSION	1,051.61
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	52,580.69
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS \$1,232.93**

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	52,580.69
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$52,620.69</b>

**COSTS:**

ADVERTISING	387.70
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	1,232.93
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	165.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,087.63</b>

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

**SHAPIRO & KREISMAN, LLC**

ATTORNEYS AT LAW

3600 Horizon Drive, 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*  
CHRISTOPHER A. DeNARDO  
*Managing Attorney*  
DANIELLE BOYLE-EBERSOLE +  
LAUREN R. TABAS +  
ILANA ZION  
*+ Also Licensed in New Jersey*

July 2, 2007

Fax number 814-765-5915  
Clearfield County Sheriff  
ATTN: Real Estate Dept.

RE: Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank  
Minnesota, National Association, as Trustee for the registered holders of  
Home Equity Loan Asset-Backed Certificates, Series 2003-3  
vs. Barbara B. Carfley and Thomas E. Carfley  
Docket No. 04-1843-CD  
Our File No. 04-22903

Dear Sir or Madam:

Kindly stay Sheriff's sale currently scheduled for July 6, 2007 in the above-referenced matter. Plaintiff has realized the amount of \$52,580.69.

Please forward to us a bill for any additional monies which may be due and owing to the Sheriff of Clearfield County, or in the alternative, refund any monies from the deposit already with your office.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Heather Whitman'.

Heather Whitman  
Legal Assistant