

04-1941-CD
MORTGAGE ASSISTANCE CORPORATION vs. BRENDA R. OVERBECK, et al.

Mortgage Assit vs Brenda Overbeck et al
2004-1941-CD

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MORTGAGE ASSISTANCE CORPORATION, *

Plaintiff *

vs. *

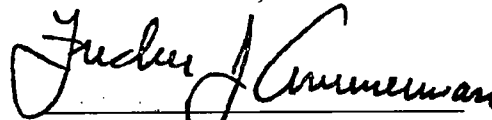
BRENDA R. OVERBECK and,
CHRISTOPHER A. OVERBECK,
Defendants *

NO. 04-1941-CD

ORDER

NOW, this 22nd day of APRIL, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and other relevant documents upon the Defendants, Brenda R. Griffith, nka Brenda R. Overbeck and Christopher A. Overbeck, by publication one time in the Courier Express (DuBois) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, and by posting at the Defendants last known address and the mortgaged premises known in this herein action as 521 Knarr Street, DuBois, Pennsylvania, 15801.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

APR 22 2005

0/4:00/L (ok)

William A. Shaw
Prothonotary

3 CENT TO ATTY

RICHARD M. SQUIRE & ASSOCIATES, LLC
By: Richard M. Squire, Esquire
ID No. 04267
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

FILED ^{NO}
m/11:30:31 CC
APR 20 2005

William A. Shaw
Prothonotary/Clerk of Courts

Mortgage Assistance Corporation

PLAINTIFF,

v.

Brenda R. Overbeck
Christopher A.. Overbeck
521 Knarr
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO: 2004-1941-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

MOTION FOR ALTERNATIVE SERVICE PURSUANT
TO PENNSYLVANIA R.C.P. 430

AND NOW, comes Plaintiff, Mortgage Assistance Corporation, by its attorney Richard M. Squire, Esquire, and moves this Honorable Court for an Order permitting Alternative Service upon the Defendant, Brenda R. Griffith, nka Brenda R. Overbeck, and permitting all future matters involving service pursuant to 3129.2(c)(1)(c), by regular and certified mail to the Defendant(s)' last known address and mortgaged premises located at 521 Knarr Street, DuBois, PA 15801, and in support thereof avers the following:


1. Attempts to serve Defendant(s) with the Complaint have been unsuccessful, as indicated by the Sheriff's Return of Service attached hereto as Exhibit "A". A review of Exhibit "A" indicates that the property is vacant and/or that Defendant(s) are avoiding service.
2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant(s). An Affidavit of Reasonable Investigation/Affidavit of Good Faith Investigation setting forth the specific inquiries made and the results thereof and/or an

inquiry made to the U.S. Post Office or the last known address of Defendant(s) which are attached hereto as Exhibit "B".

3. A review of Plaintiff's internal records as of April 18, 2005 indicate that Plaintiff has not been contacted by Defendant(s) to bring the loan current.
4. Plaintiff submits that it has made a good faith effort to locate the defendant(s), but has been unable to do so.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint, and all future matters requiring service, by regular and certified mail.

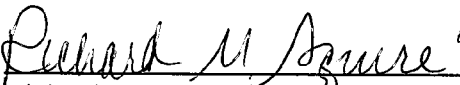
Respectfully submitted,
RICHARD M. SQUIRE & ASSOCIATES, LLC

BY: 
Richard M. Squire, Esquire
Attorney for Plaintiff

VERIFICATION

I, Richard M. Squire, Esquire, hereby state that I am the attorney for the Plaintiff, a corporation unless designated otherwise; that I am authorized to make this Verification and do so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because I have personal knowledge of some of the facts averred in the foregoing pleading and that the statements made in the foregoing pleading are true and correct to the best of my knowledge, information and belief and the source of my information is public record and reports of Plaintiff's agent. The undersigned understands that this statement herein is made subject to the Penalties of Pa.C.S. § 4904 relating to unsworn falsification to authorities.

Dated: _____


Richard M. Squire, Esquire
Attorney for Plaintiff

RICHARD M. SQUIRE & ASSOCIATES, LLC
By: Richard M. Squire, Esquire
ID No. 04267
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

Mortgage Assistance Corporation

PLAINTIFF,

v.

Brenda R. Overbeck
Christopher A.. Overbeck
521 Knarr
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO: 2004-1941-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE

I, Richard M. Squire, Esquire, hereby certify that I served true and correct copies of the Plaintiff's Motion for Alternative Service and Memorandum of Law in Support upon the following person(s) named herein at their last known address by first class mail, postage prepaid, on the date listed below.

TO:

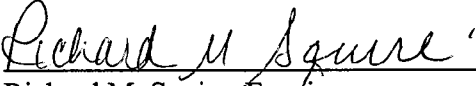
Brenda R. Overbeck
521 Knarr Street
Dubois, PA 15801

Christopher A.. Overbeck
521 Knarr
Dubois, PA 15801

The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: April 18, 2005

RICHARD M. SQUIRE & ASSOCIATES, LLC


Richard M. Squire, Esquire
Attorney for Plaintiff

RICHARD M. SQUIRE & ASSOCIATES, LLC

By: Richard M. Squire, Esquire

ID No. 04267

One Jenkintown Station, Suite 104

115 West Avenue

Jenkintown, Pa 19046

Telephone: 215-886-8790

Fax: 215-886-8791

Attorneys for Plaintiff

Mortgage Assistance Corporation

PLAINTIFF,

v.

Brenda R. Overbeck
Christopher A.. Overbeck
521 Knarr
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY,
PENNSYLVANIA

NO: 2004-1941-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

- (a) If service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service. The Motion shall be accompanied by an Affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the Defendant(s) and the reasons why service cannot be made.

Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales v. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address." Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

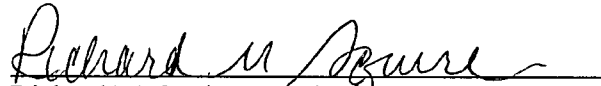
An illustration of good faith effort to locate the defendant includes (1) inquires of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part

265, (2) inquiries of relatives, neighbors, friends and employers of the Defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As indicated by the attached Sheriff's Return of Service, attached hereto and marked as Exhibit "A", the Sheriff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Reasonable Investigation and U.S. Post Office inquiry, marked Exhibit "B".

WHEREFORE, Plaintiff respectfully requests service of the Complaint by regular and certified mail.

Respectfully submitted:


Richard M. Squire, Esquire

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100048**

MORTGAGE ASSISTANCE CORPORATION

Case # 04-1941-CD

vs.

BRENDA R. OVERBECK f/k/a BRENDA R. GRIFFITH and CHRISTOPHER A.
OVERBECK**SHERIFF RETURNS**

NOW January 26, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT
"NOT FOUND" AS TO CHRISTOPHER A. OVERBECK, DEFENDANT. P.O. HAS NO FORWARDING ADDRESS.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	R. SQUIRE	9331	20.00
SHERIFF HAWKINS	R. SQUIRE	9331	52.64

Sworn to Before me This

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100231**

MORTGAGE ASSISTANCE CORPORATION

Case # 04-1941-CD

VS.

BRENDA R. OVERBECK f/k/a BRENDA R. GRIFFITH & CHRISTOPHER A. OVERBECK

SHERIFF RETURNS

NOW March 21, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CHRISTOPHER A. OVERBECK, DEFENDANT. MOVED LEFT NO FORWARDING.

SERVED BY: /

FILED
0111:10Bd
MAR 21 2005
William A. Shaw (K)
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SQUIRE	1242	10.00
SHERIFF HAWKINS	SQUIRE	1242	7.00

Sworn to Before me This

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff



Default Express Services, Inc.
13000 Route 73 Suite 107
Four Greentree Center
Marlton, NJ 08053
Phone: 856-985-3340
Fax: 856-985-3342
info@defaultexpress.com

Exhibit "B"

File # 716
Firm Richard Squire & Associates
Subject: Christopher Overbeck
Current Address 101 High St. #22 Clearfield, PA 16830
Property Address 521 Knarr St. Dubois, PA 15801
Mailing Address: 101 High St. #22 Clearfield, PA 16830

I Steven M. Ruffo, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above noted individual(s) 1/28/05 and have discovered the following

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

**Our search verified the following to be true and correct
Christopher Overbeck - 194-46-4193**

B. EMPLOYMENT SEARCH

Christopher Overbeck - Our Office was unable to verify the employment information on the credit report.

C. INQUIRY OF CREDITORS

On 1/28/05 our inquiry with the creditors indicate that Christopher Overbeck reside(s) at 101 High St. #22 Clearfield, PA 16830

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

On 1/28/05 our inquiry with the Directory Assistance indicated that Christopher Overbeck reside(s) at 101 High St. #22 Clearfield, PA 16830 non published. Our office could not reach the mortgagor due to the non published number.

III. INQUIRY OF NEIGHBORS

Using our Whitepages database on 1/28/05 we were unable to verify the current address with any of the Neighbors within ten houses of the above referenced subject.

IV. INQUIRY OF POSTOFFICE

A. NATIONAL ADDRESS UPDATE

Our inquiry with National Address database on 1/28/05 indicates the following is correct Christopher Overbeck - 101 High St. #22 Clearfield, PA 16830

B. ADDITIONAL ACTIVE MAILING ADDRESS

Per our inquiry with creditors on 1/28/05 the following is an active mailing address : 123 Elk Run Ave. Apt. 5 Punxsutawney, PA 15767

V. MOTOR VEHICLE REGISTRATION

A. MOTOR VEHICLE & DMV OFFICE

Per the Pennsylvania Department of motor vehicle Christopher Overbeck has a valid identification registered with the state.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 1/28/05 Vital records has no death records on file for Christopher Overbeck

B. PUBLIC LISCENSES (PILOT, REAL ESTATE ETC.)

Our investigation could not find Public licenses/records for the mortgagor

C. COUNTY VOTER REGISTRATION

The Clearfield Cnty voter registration would only indicate a registration for Christopher Overbeck

D. INTERNET

All accessible public databases have been checked and cross-referenced for the above named individual(s).

E. TAX ASSESSMENT OFFICE

On 1/28/05 our office conducted a search of the following tax records which showed the following : Not Applicable

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Christopher Overbeck - 8/30/68

B. A.K.A

Christopher Overbeck - Christopher A. Overbeck, Sr.

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

I hereby verify that the statemants made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa.C.S. Sec 4904 relating to unsworn falsification to authorities.

AFFIANT Steven M.Ruffo
Default Express Services, INC. President

Sworn to and subscribed before me this **28th** day of **Jan** 2005

NOTARIAL SEAL

Jocelyn Ruffo

Notary Public State of New Jersey
My Commision Expires Mar.21, 2007

NOTARY PUBLIC



Default Express Services, Inc.
13000 Route 73 Suite 107
Four Greentree Center
Marlton, NJ 08053
Phone: 856-985-3340
Fax: 856-985-3342
info@defaultexpress.com

TRANSUNION SSN REPORT

FOR	MKT/SUB	INFILE	DATE	TIME
SBY Y NJ0200302	13 PW	9/88	01/31/05	12:44CT
RPT ON	SSN	DOB		
OVERBECK, CHRISTOPHER A.	194-46-4193	8/68		
			TEL#	
CURR/ADD		RPTD	765-2386	
101 HIGH ST., #22. CLEARFIELD PA. 16830		10/2004		
FRMR ADD				
50 LINCOLN DR., DU BOIS PA. 15801		07/2003		
133 GRANT ST., SYKESVILLE PA. 15865				
CURR EMP & ADD	PSTN INCM	EMPDTE	RPTD	
MHF INC			12/00R	

*** INQUIRY ANALYSIS ***

NO INQUIRIES WITHIN THE PAST 90 DAYS

END OF TRANSUNION REPORT

Report Results

SSN ISSUED-70

STATE ISSUED-PA

* ADDRESS DISCREPANCY - NO SUBSTANTIAL DIFFERENCE OCCURRED *

* 229 EQUIFAX INFORMATION SERVICES LLC, P O BOX 740241,
 , ATLANTA, GA, 30374-0241, 800/685-1111

*OVERBECK, CHRISTOPHE, A, SR SINCE 11/20/88 FAD 02/06/03 FN-343
123, ELK RUN, AVE APT 5, PUNXSUTAWNEY, PA, 15767, TAPE RPTD 07/01
185, GRANT, ST, SYKESVILLE, PA, 15865, TAPE RPTD 01/01
521, KNARR, ST, DU BOIS, PA, 15801, TAPE RPTD 01/96
BDS-08/30/1968, SSS-194-46-4193

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100048
NO: 04-1941-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ASSISTANCE CORPORATION

vs.

DEFENDANT: BRENDA R. OVERBECK f/k/a BRENDA R. GRIFFITH and CHRISTOPHER A. OVERBECK

SHERIFF RETURN

NOW, January 05, 2005 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRENDA R. OVERBECK f/k/a BRENDA R. GRIFFITH DEFENDANT AT 50 LINCOLN DRIVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHAWN WOLF, ADULT AT RESIDENCE/BOYFRIEND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

9/9/49/01
JAN 27 2005

William A. Shaw
Prothonotary Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **100048**

MORTGAGE ASSISTANCE CORPORATION

Case # 04-1941-CD

vs.

BRENDA R. OVERBECK f/k/a BRENDA R. GRIFFITH and CHRISTOPHER A. OVERBECK

SHERIFF RETURNS

NOW January 26, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO CHRISTOPHER A. OVERBECK, DEFENDANT. P.O. HAS NO FORWARDING ADDRESS.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	R. SQUIRE	9331	20.00
SHERIFF HAWKINS	R. SQUIRE	9331	52.64

Sworn to Before me This

_____ Day of _____ 2005

So Answers,


by Marilyn Hahn
Chester A. Hawkins
Sheriff

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

DEC 06 2004

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC.
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Mortgage Assistance Corporation,

PLAINTIFF,

v.

Brenda R. Overbeck f/k/a Brenda R. Griffith
Christopher A. Overbeck
521 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO: *04-1941-CD*

CIVIL ACTION

MORTGAGE FORECLOSURE

**COMPLAINT - CIVIL ACTION
NOTICE TO DEFEND**

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 of 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.

Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800)692-7375

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a 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 continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus edades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SINO TIENE ABOGADO O SINO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTANCIA LEGAL.

**Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800)692-7375**

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC.
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

Mortgage Assistance Corporation,

PLAINTIFF,

v.

Brenda R. Overbeck f/k/a Brenda R. Griffith
Christopher A. Overbeck
521 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO:

CIVIL ACTION

MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Mortgage Assistance Corporation, by and through its attorney, Richard M. Squire, Esquire, brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, Mortgage Assistance Corporation ("Plaintiff"), is a corporation with a principal place of business at P.O. Box 131618, Dallas, TX 75313.
2. Defendant(s), Christopher A. Overbeck and Brenda R. Overbeck f/k/a Brenda R. Griffith, husband and wife, is/are the real owner(s) and mortgagor(s) and grantee(s) in the last deed of record to the hereinafter described real estate located at 521 Knarr Street DuBois, PA 15801, hereinafter "Premises." Defendant(s) resides at 521 Knarr Dubois, PA15801.
3. On July 30, 1998 Defendant(s), Christopher A. Overbeck and Brenda R. Overbeck f/k/a Brenda R. Griffith, husband and wife, made, executed and delivered a mortgage for the benefit of National City Bank of Pennsylvania as security for the payment by defendant(s) of certain sums due and owing by Defendant(s) under a promissory note executed by Defendant(s) on the same date in consideration for a loan made to Defendant(s) by Plaintiff.

Said mortgage is recorded in the Office of the Recorder in and for Clearfield County, in Mortgage Book Vol. 1955, Page 593, and is incorporated herein by reference by virtue of Pa. R.C.P. §1019(g).

4. By Assignment of Mortgage dated January 16, 2004 the mortgage was assigned to Mortgage Assistance Corporation, which Assignment is recorded in Clearfield County as Document 200401938.
5. 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 assignments.
6. The premises subject to the aforesaid mortgage is described in Exhibit "A," which is attached hereto and incorporated herein by reference. The address of the mortgaged premises is 521 Knarr Street, City of DuBois, DuBois, PA 15801, being parcel #7-4-11-3105.
7. The aforesaid mortgage is in default because the required monthly payments due under the terms of the aforesaid note and mortgage have not been made from July 4, 2001 through the present date. By the terms of the said mortgage, upon breach and failure to cure said breach after notice, all sums secured by said mortgage shall be immediately due and owing.
8. The terms of the said mortgage further provide that in the event of default, Defendant shall be liable for Plaintiff's costs and attorney's fees.

9. The following amounts are due as of November 30, 2004:

Principal of Mortgage debt due and unpaid	\$29,557.67
Accrued interest through November 30, 2004	10,824.91
Escrow Advances and Prior Costs	13,282.76
Attorney's Fees	1,477.89

TOTAL

\$ 55,143.23

plus costs, interest at the rate of \$8.50 *per diem* for each day after November 30, 2004 until the entry of judgment, and interest from the date of judgment as provided by law.

10. Plaintiff has demanded the total amount due from Defendant, but Defendant has failed to pay the same.
11. Notice of intention to Foreclose pursuant to 41 P.S. § 403 and Notice pursuant to the Homeowner's Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq. was mailed to each individual Defendant via regular and certified mail, return receipt requested, on October 26, 2004. A true and correct copy of said notice is attached hereto and marked as Exhibit "B" and is incorporated herein by reference as though fully set forth at length.

WHEREFORE, Plaintiff demands judgment *in rem* be entered in its favor and against Defendant(s) Christopher A. Overbeck and Brenda R. Overbeck f/k/a Brenda R. Griffith, husband and wife, for foreclosure and sale of the Mortgaged Premises in the amounts due as set forth in paragraph 09, namely \$55,143.23 plus costs, interest *per diem* and interest from the date of judgment as provided by law, and for such other and further relief as the Court shall deem just and proper.

RICHARD M. SQUIRE & ASSOCIATES, LLC

By: 

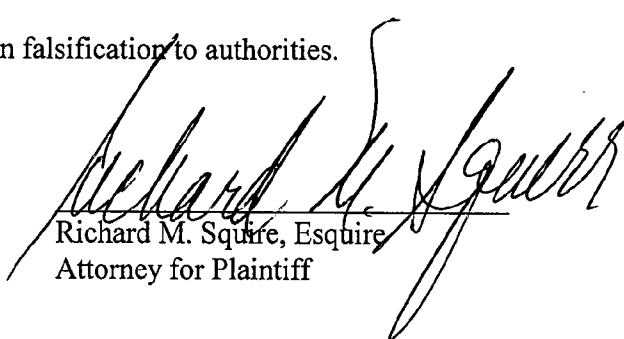
Richard M. Squire, Esquire
115 West Avenue, Suite 104
Jenkintown, PA 19046
215-886-8790
Attorneys for Plaintiff

Date: December 1, 2004

UNLESS YOU NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS LETTER THAT THE DEBT, OR ANY PART OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VERIFICATION

Richard M. Squire, hereby states that he is the attorney for the Plaintiff, a corporation, unless designated otherwise; that he is authorized to make this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Richard M. Squire, Esquire
Attorney for Plaintiff

Date: December 1, 2004

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Easterly side of Knarr street and the Northwest corner of Lot No. 9; thence north 71 degrees 15' East, by line of said Knarr Street, 31 feet, more or less, to a post at corner of lands now or formerly of Alva D. and Gertrude S. Grasham; thence South 18 degrees 45' East, by line of land now or formerly of Grasham, a distance of 150 feet, more or less, to a post at an alley; thence South 71 degrees 15 ' West by line of said alley a distance of 31 feet, more or less, to a post at the corner of Lot No. 9; thence North 18 degrees 45' West, by line of said Lot No. 9, a distance of 150 feet, more or less, to a post at Knarr Street, the place of beginning. Known on the Plan of A.L. Tozier's Addition to said City of DuBois as the Southerly part of Lot No. 8.

Being and intended to be the same premises conveyed to Brenda R. Griffith by deed of George W. Griffith and Brenda R. Griffith, dated March 19, 1992, and recorded April 14, 1992, Book 1454, Page 37, Clearfield County, Pennsylvania.

APN# 7-4-11-3105

Date: OCTOBER 26, 2004

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

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

The name, address and phone number of the 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 ELIGIBLE 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): CHRISTOPHER A. OVERBECK and BRENDA R. OVERBECK
f/k/a BRENDA R. GRIFFITH
PROPERTY ADDRESS: 521 Knarr Street, DuBois, PA 15801
LOAN ACCOUNT NO. 3002000132
ORIGINAL LENDER: NATIONAL CITY BANK OF PENNSYLVANIA
CURRENT LENDER/SERVICER: MORTGAGE ASSISTANCE CORPORATION

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE — Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (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:
521 Knarr Street, DuBois, PA 15801

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:

Regular payments of \$358.70 per month for the months of JULY, 2001 through and including
OCTOBER, 2004 for a total due of \$14,348.00.

Other charges (explain): Prior costs and fees of \$13,282.76

TOTAL AMOUNT PAST DUE: \$27,630.76

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN):

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 \$27,630.76, 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:

Sergio Delgado, Account Representative
FORECLOSURE MANAGEMENT COMPANY,
as servicing agent for Mortgage Assistance Corporation
10500 Barkley, Suite 102
Overland Park, KS 66212

You can cure any other default by taking the following action **within THIRTY (30) DAYS** of the date of this letter: N/A

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE– If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late charges 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 **five (5) months** from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	MORTGAGE ASSISTANCE CORPORATION
Address:	c/o Foreclosure Management Company 10500 Barkley, Suite 102
Phone Number:	Overland Park, KS 66212 1-800-478-2580 x. 1011
Fax Number:	
Contact Person:	Sergio Delgado

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT 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

SEE ATTACHED.

Very truly yours,

Enclosure: List of Consumer Credit
Counseling Agencies

By: Andrew L. Markowitz, Esquire
Title: Attorneys for Mortgage Assistance Corporation

NOTE: Pursuant to the Fair Debt Collection Practices Act, if you dispute, in writing, this debt or any portion thereof, we will obtain and mail to you verification of same and the name and address of the original creditor, if different. If you do not dispute this debt within thirty (30) days after receipt of this letter, it will be assumed to be valid.

This communication is an attempt to collect a debt. Any information obtained hereby will be used for that purpose.



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Governor
Edward G. Rendell
Chairperson
A. William Schenck
Executive Director
Brian A. Hudson, Sr.

Homeowners' Emergency Mortgage Assistance Program

Counseling Agencies

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668
CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
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

Effective 8/26/2004 at 3:31:05 PM

[Return to MAP](#)

Questions regarding the Homeowners' Emergency Mortgage Assistance Program should be directed to HEMAP at 1-800-342-2397.

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Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC.
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

FILED *Atty p'd. 85.00*
m/2:27/04 2cc Sheriff
DEC 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

Mortgage Assistance Corporation,

PLAINTIFF,

v.

Brenda R. Overbeck f/k/a Brenda R. Griffith
Christopher A. Overbeck
521 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO: *04-1941-CD*

CIVIL ACTION

MORTGAGE FORECLOSURE

**COMPLAINT - CIVIL ACTION
NOTICE TO DEFEND**

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 of 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.

Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800)692-7375

2-14-05 Document
Reinstated/~~Reinstated~~ to Sheriff/~~Attorney~~
for service.

William A. Shaw
Deputy Prothonotary *GK*

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a 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 continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus edades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SINO TIENE ABOGADO O SINO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTANCIA LEGAL.

**Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800)692-7375**

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC.
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

Mortgage Assistance Corporation,

PLAINTIFF,

v.

Brenda R. Overbeck f/k/a Brenda R. Griffith
Christopher A. Overbeck
521 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO:

CIVIL ACTION

MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Mortgage Assistance Corporation, by and through its attorney, Richard M. Squire, Esquire, brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, Mortgage Assistance Corporation ("Plaintiff"), is a corporation with a principal place of business at P.O. Box 131618, Dallas, TX 75313.
2. Defendant(s), Christopher A. Overbeck and Brenda R. Overbeck f/k/a Brenda R. Griffith, husband and wife, is/are the real owner(s) and mortgagor(s) and grantee(s) in the last deed of record to the hereinafter described real estate located at 521 Knarr Street DuBois, PA 15801, hereinafter "Premises." Defendant(s) resides at 521 Knarr Dubois, PA15801.
3. On July 30, 1998 Defendant(s), Christopher A. Overbeck and Brenda R. Overbeck f/k/a Brenda R. Griffith, husband and wife, made, executed and delivered a mortgage for the benefit of National City Bank of Pennsylvania as security for the payment by defendant(s) of certain sums due and owing by Defendant(s) under a promissory note executed by Defendant(s) on the same date in consideration for a loan made to Defendant(s) by Plaintiff.

Said mortgage is recorded in the Office of the Recorder in and for Clearfield County, in Mortgage Book Vol. 1955, Page 593, and is incorporated herein by reference by virtue of Pa. R.C.P. §1019(g).

4. By Assignment of Mortgage dated January 16, 2004 the mortgage was assigned to Mortgage Assistance Corporation, which Assignment is recorded in Clearfield County as Document 200401938.
5. 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 assignments.
6. The premises subject to the aforesaid mortgage is described in Exhibit "A," which is attached hereto and incorporated herein by reference. The address of the mortgaged premises is 521 Knarr Street, City of DuBois, DuBois, PA 15801, being parcel #7-4-11-3105.
7. The aforesaid mortgage is in default because the required monthly payments due under the terms of the aforesaid note and mortgage have not been made from July 4, 2001 through the present date. By the terms of the said mortgage, upon breach and failure to cure said breach after notice, all sums secured by said mortgage shall be immediately due and owing.
8. The terms of the said mortgage further provide that in the event of default, Defendant shall be liable for Plaintiff's costs and attorney's fees.

9. The following amounts are due as of November 30, 2004:

Principal of Mortgage debt due and unpaid	\$29,557.67
Accrued interest through November 30, 2004	10,824.91
Escrow Advances and Prior Costs	13,282.76
Attorney's Fees	1,477.89

TOTAL

\$ 55,143.23

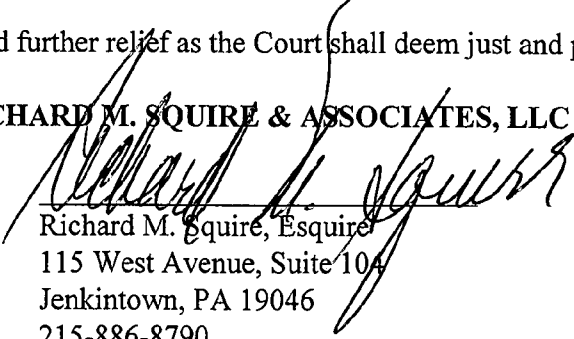
plus costs, interest at the rate of \$8.50 *per diem* for each day after November 30, 2004 until the entry of judgment, and interest from the date of judgment as provided by law.

10. Plaintiff has demanded the total amount due from Defendant, but Defendant has failed to pay the same.
11. Notice of intention to Foreclose pursuant to 41 P.S. § 403 and Notice pursuant to the Homeowner's Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq. was mailed to each individual Defendant via regular and certified mail, return receipt requested, on October 26, 2004. A true and correct copy of said notice is attached hereto and marked as Exhibit "B" and is incorporated herein by reference as though fully set forth at length.

WHEREFORE, Plaintiff demands judgment *in rem* be entered in its favor and against Defendant(s) Christopher A. Overbeck and Brenda R. Overbeck f/k/a Brenda R. Griffith, husband and wife, for foreclosure and sale of the Mortgaged Premises in the amounts due as set forth in paragraph 09, namely \$55,143.23 plus costs, interest *per diem* and interest from the date of judgment as provided by law, and for such other and further relief as the Court shall deem just and proper.

RICHARD M. SQUIRE & ASSOCIATES, LLC

By:

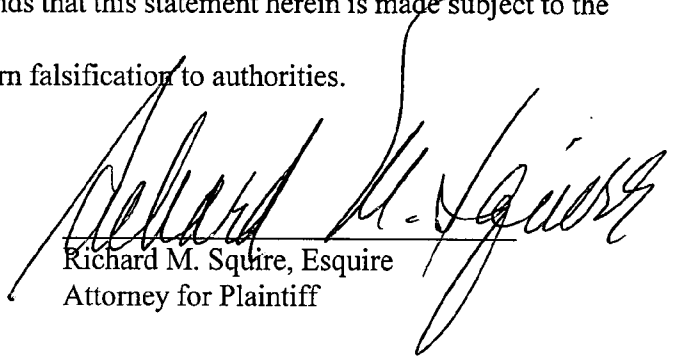

Richard M. Squire, Esquire
115 West Avenue, Suite 104
Jenkintown, PA 19046
215-886-8790
Attorneys for Plaintiff

Date: December 1, 2004

UNLESS YOU NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS LETTER THAT THE DEBT, OR ANY PART OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VERIFICATION

Richard M. Squire, hereby states that he is the attorney for the Plaintiff, a corporation, unless designated otherwise; that he is authorized to make this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Richard M. Squire, Esquire
Attorney for Plaintiff

Date: December 1, 2004

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Easterly side of Knarr street and the Northwest corner of Lot No. 9; thence north 71 degrees 15' East, by line of said Knarr Street, 31 feet, more or less, to a post at corner of lands now or formerly of Alva D. and Gertrude S. Grasham; thence South 18 degrees 45' East, by line of land now or formerly of Grasham, a distance of 150 feet, more or less, to a post at an alley; thence South 71 degrees 15' West by line of said alley a distance of 31 feet, more or less, to a post at the corner of Lot No. 9; thence North 18 degrees 45' West, by line of said Lot No. 9, a distance of 150 feet, more or less, to a post at Knarr Street, the place of beginning. Known on the Plan of A.L. Tozier's Addition to said City of DuBois as the Southerly part of Lot No. 8.

Being and intended to be the same premises conveyed to Brenda R. Griffith by deed of George W. Griffith and Brenda R. Griffith, dated March 19, 1992, and recorded April 14, 1992, Book 1454, Page 37, Clearfield County, Pennsylvania.

APN# 7-4-11-3105

Date: OCTOBER 26, 2004

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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 the 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 ELIGIBLE 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): CHRISTOPHER A. OVERBECK and BRENDA R. OVERBECK
f/k/a BRENDA R. GRIFFITH
PROPERTY ADDRESS: 521 Knarr Street, DuBois, PA 15801
LOAN ACCOUNT NO. 3002000132
ORIGINAL LENDER: NATIONAL CITY BANK OF PENNSYLVANIA
CURRENT LENDER/SERVICER: MORTGAGE ASSISTANCE CORPORATION**

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE – Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (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:
521 Knarr Street, DuBois, PA 15801

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:

Regular payments of \$358.70 per month for the months of JULY, 2001 through and including OCTOBER, 2004 for a total due of \$14,348.00.

Other charges (explain): Prior costs and fees of \$13,282.76

TOTAL AMOUNT PAST DUE: \$27,630.76

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN):

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 \$27,630.76, 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:

Sergio Delgado, Account Representative
FORECLOSURE MANAGEMENT COMPANY,
as servicing agent for Mortgage Assistance Corporation
10500 Barkley, Suite 102
Overland Park, KS 66212

You can cure any other default by taking the following action **within THIRTY (30) DAYS** of the date of this letter: N/A

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE– If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late charges 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 **five (5) months** from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	MORTGAGE ASSISTANCE CORPORATION
Address:	c/o Foreclosure Management Company 10500 Barkley, Suite 102
Phone Number:	Overland Park, KS 66212 1-800-478-2580 x. 1011
Fax Number:	
Contact Person:	Sergio Delgado

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT 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

SEE ATTACHED.

Very truly yours,

Enclosure: List of Consumer Credit
Counseling Agencies

By: Andrew L. Markowitz, Esquire
Title: Attorneys for Mortgage Assistance Corporation

NOTE: Pursuant to the Fair Debt Collection Practices Act, if you dispute, in writing, this debt or any portion thereof, we will obtain and mail to you verification of same and the name and address of the original creditor, if different. If you do not dispute this debt within thirty (30) days after receipt of this letter, it will be assumed to be valid.

This communication is an attempt to collect a debt. Any information obtained hereby will be used for that purpose.



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Governor
Edward G. Rendell
Chairperson
A. William Schenck
Executive Director
Brian A. Hudson, Sr.

Homeowners' Emergency Mortgage Assistance Program Counseling Agencies

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668
CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
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

Effective 8/26/2004 at 3:31:05 PM

[Return to MAP](#)

Questions regarding the Homeowners' Emergency Mortgage Assistance Program should be directed to HEMAP at 1-800-342-2397.

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Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esq.
PA Attorney ID #04267
115 West Avenue, Suite 104
Jenkintown, PA 19046
TEL: 215-886-8790
FAX: 215-886-8791
Attorneys for Plaintiff

Mortgage Assistance Corporation

PLAINTIFF

v.

Brenda R. Overbeck f/k/a
Brenda R. Griffith -and-
Christopher A. Overbeck

DEFENDANTS.

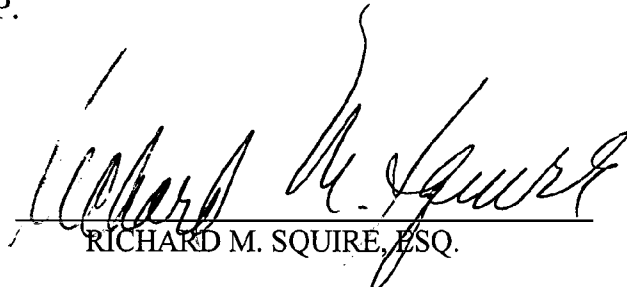
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: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY,
: PENNSYLVANIA
:
:
: NO. 04-1941 CD
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: CIVIL ACTION
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:
: MORTGAGE FORECLOSURE
:
:

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Please mark the plaintiff's Complaint in the above matter as reinstated in
accordance with Rule 401 (b) (1) Pa R. C. P.

FILED Anty pd.
7.00
7/2/14/01
64 FEB 14 2005 1cc to 1 Compl.
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts



RICHARD M. SQUIRE, ESQ.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100231**

MORTGAGE ASSISTANCE CORPORATION

Case # 04-1941-CD

vs.

BRENDA R. OVERBECK f/k/a BRENDA R. GRIFFITH & CHRISTOPHER A. OVERBECK

SHERIFF RETURNS

NOW March 21, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CHRISTOPHER A. OVERBECK, DEFENDANT. MOVED LEFT NO FORWARDING.

SERVED BY: /

FILED

011110BOL
MAR 21 2005

William A. Shaw (K)
Prothonotary/Clerk of Courts

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SQUIRE	1242	10.00
SHERIFF HAWKINS	SQUIRE	1242	7.00

Sworn to Before me This

_____ Day of _____ 2005

So Answers,

Chester A. Hawkins
by Master Hamn

Chester A. Hawkins
Sheriff

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC.
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

*Filed to be a
true and correct
copy Richard M. Squire*

FME-204

FILED

DEC 06 2004

William A. Shaw
Prothonotary/Clerk of Courts

Mortgage Assistance Corporation,

PLAINTIFF,

v.

Brenda R. Overbeck f/k/a Brenda R. Griffith
Christopher A. Overbeck
521 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO: 04-1941-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

COPY

**COMPLAINT - CIVIL ACTION
NOTICE TO DEFEND**

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 of 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.

Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800)692-7375

2-14-05 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC.
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

Mortgage Assistance Corporation,

PLAINTIFF,

v.

Brenda R. Overbeck f/k/a Brenda R. Griffith
Christopher A. Overbeck
521 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO: 2004-1941-CD

CIVIL ACTION

MORTGAGE FORECLOSURE

**COMPLAINT - CIVIL ACTION
NOTICE TO DEFEND**

NOTICE

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Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800)692-7375

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a 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 continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus edades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SINO TIENE ABOGADO O SINO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTANCIA LEGAL.

Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800)692-7375

Richard M. Squire, Esquire
I.D. No. 04267
Richard M. Squire & Associates, LLC.
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

Mortgage Assistance Corporation,

PLAINTIFF,

v.

Brenda R. Overbeck f/k/a Brenda R. Griffith
Christopher A. Overbeck
521 Knarr Street
Dubois, PA 15801

DEFENDANTS.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO:

CIVIL ACTION

MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Mortgage Assistance Corporation, by and through its attorney, Richard M. Squire, Esquire, brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, Mortgage Assistance Corporation ("Plaintiff"), is a corporation with a principal place of business at P.O. Box 131618, Dallas, TX 75313.
2. Defendant(s), Christopher A. Overbeck and Brenda R. Overbeck f/k/a Brenda R. Griffith, husband and wife, is/are the real owner(s) and mortgagor(s) and grantee(s) in the last deed of record to the hereinafter described real estate located at 521 Knarr Street DuBois, PA 15801, hereinafter "Premises." Defendant(s) resides at 521 Knarr Dubois, PA15801.
3. On July 30, 1998 Defendant(s), Christopher A. Overbeck and Brenda R. Overbeck f/k/a Brenda R. Griffith, husband and wife, made, executed and delivered a mortgage for the benefit of National City Bank of Pennsylvania as security for the payment by defendant(s) of certain sums due and owing by Defendant(s) under a promissory note executed by Defendant(s) on the same date in consideration for a loan made to Defendant(s) by Plaintiff.

Said mortgage is recorded in the Office of the Recorder in and for Clearfield County, in Mortgage Book Vol. 1955, Page 593, and is incorporated herein by reference by virtue of Pa. R.C.P. §1019(g).

4. By Assignment of Mortgage dated January 16, 2004 the mortgage was assigned to Mortgage Assistance Corporation, which Assignment is recorded in Clearfield County as Document 200401938.

5. 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 assignments.

6. The premises subject to the aforesaid mortgage is described in Exhibit "A," which is attached hereto and incorporated herein by reference. The address of the mortgaged premises is 521 Knarr Street, City of DuBois, DuBois, PA 15801, being parcel #7-4-11-3105.

7. The aforesaid mortgage is in default because the required monthly payments due under the terms of the aforesaid note and mortgage have not been made from July 4, 2001 through the present date. By the terms of the said mortgage, upon breach and failure to cure said breach after notice, all sums secured by said mortgage shall be immediately due and owing.

8. The terms of the said mortgage further provide that in the event of default, Defendant shall be liable for Plaintiff's costs and attorney's fees.

9. The following amounts are due as of November 30, 2004:

Principal of Mortgage debt due and unpaid	\$29,557.67
Accrued interest through November 30, 2004	10,824.91
Escrow Advances and Prior Costs	13,282.76
Attorney's Fees	1,477.89

TOTAL

\$ 55,143.23

plus costs, interest at the rate of \$8.50 *per diem* for each day after November 30, 2004 until the entry of judgment, and interest from the date of judgment as provided by law.

10. Plaintiff has demanded the total amount due from Defendant, but Defendant has failed to pay the same.

11. Notice of intention to Foreclose pursuant to 41 P.S. § 403 and Notice pursuant to the Homeowner's Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, *et seq.* was mailed to each individual Defendant via regular and certified mail, return receipt requested, on October 26, 2004. A true and correct copy of said notice is attached hereto and marked as Exhibit "B" and is incorporated herein by reference as though fully set forth at length.

WHEREFORE, Plaintiff demands judgment *in rem* be entered in its favor and against Defendant(s) Christopher A. Overbeck and Brenda R. Overbeck f/k/a Brenda R. Griffith, husband and wife, for foreclosure and sale of the Mortgaged Premises in the amounts due as set forth in paragraph 09, namely \$55,143.23 plus costs, interest *per diem* and interest from the date of judgment as provided by law, and for such other and further relief as the Court shall deem just and proper.

RICHARD M. SQUIRE & ASSOCIATES, LLC

By:

Richard M. Squire, Esquire
115 West Avenue, Suite 104
Jenkintown, PA 19046
215-886-8790
Attorneys for Plaintiff

Date: December 1, 2004

UNLESS YOU NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS LETTER THAT THE DEBT, OR ANY PART OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VERIFICATION

Richard M. Squire, hereby states that he is the attorney for the Plaintiff, a corporation, unless designated otherwise; that he is authorized to make this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Richard M. Squire, Esquire
Attorney for Plaintiff

Date: December 1, 2004

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT certain piece or parcel of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Easterly side of Knarr street and the Northwest corner of Lot No. 9; thence north 71 degrees 15' East, by line of said Knarr Street, 31 feet, more or less, to a post at corner of lands now or formerly of Alva D. and Gertrude S. Grasham; thence South 18 degrees 45' East, by line of land now or formerly of Grasham, a distance of 150 feet, more or less, to a post at an alley; thence South 71 degrees 15' West by line of said alley a distance of 31 feet, more or less, to a post at the corner of Lot No. 9; thence North 18 degrees 45' West, by line of said Lot No. 9, a distance of 150 feet, more or less, to a post at Knarr Street, the place of beginning. Known on the Plan of A.L. Tozier's Addition to said City of DuBois as the Southerly part of Lot No. 8.

Being and intended to be the same premises conveyed to Brenda R. Griffith by deed of George W. Griffith and Brenda R. Griffith, dated March 19, 1992, and recorded April 14, 1992, Book 1454, Page 37, Clearfield County, Pennsylvania.

APN# 7-4-11-3105

Date: OCTOBER 26, 2004

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

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

The name, address and phone number of the 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 A ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELIGIBLE 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): CHRISTOPHER A. OVERBECK and BRENDA R. OVERBECK
PROPERTY ADDRESS: f/k/a BRENDA R. GRIFFITH
LOAN ACCOUNT NO. 521 Knarr Street, DuBois, PA 15801
ORIGINAL LENDER: 3002000132
CURRENT LENDER/SERVICER: NATIONAL CITY BANK OF PENNSYLVANIA
MORTGAGE ASSISTANCE CORPORATION

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE – Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (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.

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 a legal action to foreclose upon your mortgage property.

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE— If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one (1) hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late charges 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 five (5) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	MORTGAGE ASSISTANCE CORPORATION
Address:	c/o Foreclosure Management Company 10500 Barkley, Suite 102 Overland Park, KS 66212
Phone Number:	1-800-478-2580 x. 1011
Fax Number:	
Contact Person:	Sergio Delgado



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Governor
Edward G. Rendell
Chairperson
A. William Schenck
Executive Director
Brian A. Hudson, Sr.

Homeowners' Emergency Mortgage Assistance Program Counseling Agencies

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668
CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
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

Effective 8/26/2004 at 3:31:05 PM
Return to MAP

Questions regarding the Homeowners' Emergency Mortgage Assistance Program should be directed to HEMAP at 1-800-342-2397.

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT 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

SEE ATTACHED.

Very truly yours,

Enclosure: List of Consumer Credit
Counseling Agencies

By: Andrew L. Markowitz, Esquire
Title: Attorneys for Mortgage Assistance Corporation

NOTE: Pursuant to the Fair Debt Collection Practices Act, if you dispute, in writing, this debt or any portion thereof, we will obtain and mail to you verification of same and the name and address of the original creditor, if different. If you do not dispute this debt within thirty (30) days after receipt of this letter, it will be assumed to be valid.

This communication is an attempt to collect a debt. Any information obtained hereby will be used for that purpose.

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:
521 Knarr Street, DuBois, PA 15801

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:

Regular payments of \$358.70 per month for the months of JULY, 2001 through and including OCTOBER, 2004 for a total due of \$14,348.00.

Other charges (explain): Prior costs and fees of \$13,282.76

TOTAL AMOUNT PAST DUE: \$27,630.76

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (EXPLAIN):

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 \$27,630.76, 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:

Sergio Delgado, Account Representative
FORECLOSURE MANAGEMENT COMPANY,
as servicing agent for Mortgage Assistance Corporation
10500 Barkley, Suite 102
Overland Park, KS 66212

You can cure any other default by taking the following action **within THIRTY (30) DAYS** of the date of this letter:
N/A

F. CORTEZ BELL, III, ESQUIRE
DISTRICT COURT ADMINISTRATOR

SHARON S. WHIPPLE
DEPUTY COURT ADMINISTRATOR

PHONE: 814-765-2641 x 5010
FAX: 814-765-7649
EMAIL: fbell@clearfieldco.org



OFFICE OF THE COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830-2448

HON. FREDRIC J. AMMERMAN
PRESIDENT JUDGE

HON. PAUL E. CHERRY
JUDGE

June 20, 2013

RE: 2004-1941-CD

Mortgage Assistance Corporation

vs.

Brenda R. Overbeck

Christopher A. Overbeck

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above-captioned case without notice, because the Court records show that no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement to Proceed must be filed on or before **August 19, 2013**.

If you fail to file the required Statement of Intention to Proceed within the required time period, the case will be terminated.

Sincerely,

A handwritten signature in black ink that reads "F. Cortez Bell, III".

F. Cortez Bell, III, Esquire
Court Administrator

ORIGINAL

FILED
JUN 20 2013
12:58pm

ICC AH Squire
ICC depts
William A. Shaw
Prothonotary Clerk of Courts

FILED

JUN 20 2013

William A. Shaw
Prothonotary/Clerk of Courts

defts

521 Knarr St
Du Bois 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MORTGAGE ASSISTANCE CORPORATION
Plaintiff
vs.
BRENDA R. OVERBECK
CHRISTOPHER A. OVERBECK
Defendants

NO. 2004-1941-CD

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FILED

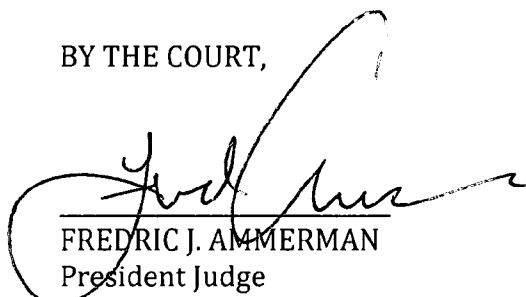
AUG 26 2013

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 23rd day of August, 2013, upon the Court's review of the record, with the Court noting that a Notice of Proposed Termination of Court Case had been mailed to the parties June 20, 2013 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901, the case is hereby TERMINATED for inactivity and DISMISSED, with prejudice. The Prothonotary shall code the case in Full Court as Z-1901A,

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
AUG 26 2013
William A. Shaw
Prothonotary/Clerk of Courts