

05-237-CD
Countrywide vs. J. Thomas et al

JENNIFER L. THOMAS, et al.

Countrywide Home v. Jennifer L Thomas et al
2005-237-CD

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY L.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

FILED *Any pd. 85.00*
m/1:55/2 CC Sheriff
FEB 18 2005

William A. Shaw
Prothonotary/Clerk of Courts

COUNTRYWIDE HOME LOANS, INC. F/K/A
AMERICA'S WHOLESALE LENDER
7105 Corporate Drive
PTX C-35
Plano, TX 75024-3632

Plaintiff

vs.

JENNIFER L. THOMAS
Real Owner
MATTHEW P. THOMAS
Mortgagor and Real Owner
Box 161 Main Street
Karthaus, PA 16845

Defendants

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. *05-237-CD*

**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 the Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

AVISO

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

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

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEERE CON INFORMACION DE COMO CONSEUIR UN ABOGADO.

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

PENNSYLVANIA BAR ASSOCIATION

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Harrisburg, PA 17108
800-692-7375

KEYSTONE LEGAL SERVICES

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

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

Resources available for Homeowners in Foreclosure

ACT NOW!

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to SAVE YOUR HOME FROM FORECLOSURE.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call Pennsylvania Housing Finance Agency at 800-342-2397 for a counseling agency in your neighborhood.
- 3). Visit HUD'S website www.hud.gov/offices/hsg/sfh/econ/econ.cfm for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call your lender 800-641-4978 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Carol at 215-825-6329 or Nancy at 215-825-6358 or fax 215-825-6429 or 215-825-6458. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is Edward Sparkman who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of CWD-4304.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

This Action of Mortgage Foreclosure will continue unless you take action to stop it.

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS, INC. F/K/A AMERICA'S WHOLESALE LENDER, 7105 Corporate Drive, PTX C-35 Plano, TX 75024-3632.
2. The names and addresses of the Defendants are JENNIFER L. THOMAS, Box 161 Main Street, Karthaus, PA 16845-161 who is the real owner and MATTHEW P. THOMAS, Box 161 Main Street, Karthaus, PA 16845-161, who is the mortgagor and real owner of the mortgaged premises hereinafter described.
3. On June 26, 2000 mortgagors made, executed and delivered a mortgage upon the premises hereinafter described to COUNTRYWIDE HOME LOANS, INC. F/K/A AMERICA'S WHOLESALE LENDER, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200009247. The Mortgage and Assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g) which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A".
5. The mortgage is in default because monthly payment of principal and interest upon said mortgage due October 01, 2004, and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.
6. The following amounts are due on the mortgage:

Principal Balance	\$40,920.78
Interest from 09/01/2004	\$1,800.94
through 02/28/2005 at 8.8800%	
Per Diem interest rate at \$9.95	
Reasonable Attorney's Fee	\$1,250.00
If the Mortgage is reinstated prior to a Sheriff's Sale the Attorney's Fees may be less than this amount based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff reserves its right to collect Attorney's fees of up to 5% of the remaining principal balance (\$2,046.04) in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.	
Late Charges from 10/01/2004 to 02/28/2005	\$84.35
Monthly late charge amount at \$16.87	
Costs of suit and Title Search	\$900.00
Monthly Escrow amount \$202.97	
	\$44,956.07

7. Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this Action but reserves it's right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by Certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$44,956.07, together with interest at the rate of \$9.95, per day and other expenses incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: _____



GOLDBECK McCAFFERTY & McKEEVER

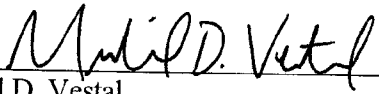
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 2-16-05



Michael D. Vestal
COUNTRYWIDE HOME LOANS INC.

Exhibit A

Legal Description: (As shown on Mortgage)

ALL THAT CERTAIN LOT OF GROUND SITUATE IN THE VILLAGE OF KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA, KNOWN AND DESIGNATED AS LOT NUMBER 5, BLOCK A, IN THE PLOT OF SAID VILLAGE, BEING SIXTY(60) FEET FRONT ON MAIN STREET BY ONE HUNDRED EIGHTY (180) FEET DEEP ON AN ALLEY.

SAID LOT BEING FURTHER IDENTIFIED BY CLEARFIELD COUNTY ASSESSMENT NO. 121-T04-607-00030.

Exhibit B



HOME LOANS

P.O. Box 660694
Dallas, TX 75266-0694

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694
Karthus, PA16845-0161

December 1, 2004
Certified Mail No.
Return Receipt Requested
Regular Mail

Account No.: 2824142
Property Address:
Box 161 Main St.
Karthus, PA

Current Servicer:
Countrywide Home Loans Servicing LP

Jennifer L Thomas
Po Box 161
Karthus, PA 16845-0161

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 EMERGENCY 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 names, addresses and phone numbers 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 1-717-780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help answer them. 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 NOTIFICACIÓN EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACIÓN OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO 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):
PROPERTY ADDRESS:

Jennifer L Thomas

Box 161 Main St.

Karthus, PA

2824142

LOAN ACCT. NO.:

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

Countrywide Home Loans Servicing LP

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

Please write your account number on all checks and correspondence.

BLQPA1 2783 10/26/2004

Account Number: 2824142-0
Jennifer L Thomas
Box 161 Main St.

Balance Due for charges listed above: \$1,739.05 as of December 31, 2004

A fee up to \$25 (\$40 in FL) will be charged for any returned or rejected payment, unless otherwise expressly limited or prohibited by applicable law.

BLQPA1

Additional
Principal

Additional
Escrow

Other

Check total

Countrywide
P.O. Box 660694
Dallas, TX 75266-0694



SEE OTHER SIDE FOR IMPORTANT INFORMATION
Please do not write below this line.



P.O. Box 660694
Dallas, TX 75266-0694

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694
Karthus, PA16845-0161

December 1, 2004
Certified Mail No.
Return Receipt Requested
Regular Mail

Account No.: 2824142
Property Address:
Box 161 Main St.
Karthus, PA

Current Servicer:
Countrywide Home Loans Servicing LP

Matthew P Thomas
Po Box 161
Karthus, PA 16845-0161

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HOMEOWNER'S NAME(S):
PROPERTY ADDRESS:

Matthew P Thomas

Box 161 Main St.

Karthus, PA

2824142

LOAN ACCT. NO.:

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

Countrywide Home Loans Servicing LP

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

Please write your account number on all checks and correspondence.

BLQPA1 2763 10/26/2004

Account Number: 2824142-0
Matthew P Thomas
Box 161 Main St.

Balance Due for charges listed above: \$1,739.05 as of December 31, 2004

A fee up to \$25 (\$40 in FL) will be charged for any returned or rejected payment, unless otherwise expressly limited or prohibited by applicable law.

BLQPA1

Additional
Principal

Additional
Escrow

Other

Check total

Countrywide
P.O. Box 660694
Dallas, TX 75266-0694



SEE OTHER SIDE FOR IMPORTANT INFORMATION
Please do not write below this line.

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-five (35) 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 (35) 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-five (35) 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-five (35) 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.)

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at:

Box 161 Main St., Karthaus, PA

IS SERIOUSLY IN DEFAULT because

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

Monthly Payments:	\$540.32	1,620.96
Other charges (explain/Itemize):		
Late Charges:	16.87	33.74
Other Charges:	Uncollected Late Charges:	64.35
	Uncollected Costs:	.00
TOTAL AMOUNT PAST DUE:		\$1,739.05

PAYMENT INSTRUCTIONS

Please

- Make your check payable to *Countrywide Home Loans*
- Write your account number on your check or money order
- Write in any additional amounts you are including. (If total is more than \$5000, please send certified check.)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Payments: All payments will be applied to the longest outstanding installment due, unless otherwise expressly prohibited by law.

All premium payments for credit life insurance will be applied after application of any principal and interest payments due, but before any other amounts due on your loan are applied.

Additional amounts. If you submit an additional principal amount, an additional escrow amount and/or an "other" amount with your regular home loan payment of principal and interest, Countrywide will first apply your home loan payment before any additional amount is applied. If your home loan payments are not current, Countrywide will first apply any additional principal amount and/or additional escrow amount to outstanding principal and interest payments due before either additional amount is applied. Any additional amount specified as "other" will be applied first to past due principal and interest payments, then escrow deficiencies, then late charges, then fees and costs due, then outstanding principal.

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-FIVE (35) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,739.05, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY-FIVE (35) DAY PERIOD.**

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

You can cure any other default by taking the following action within THIRTY-FIVE (35) 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-FIVE (35) 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-FIVE (35) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY-FIVE (35) 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-FIVE (35) 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 mortgage 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.

HOW TO CONTACT THE LENDER:

Name of Lender: Countrywide Home Loans Servicing LP
Address: P. O. Box 660694 Dallas, TX 75266-0694
Phone Number: 1-800-641-5302
Fax Number: 1-805-577-3432
Contact Person: Heloc-Unified Coll, MS PTX-36
Attention: Loan Counselor

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 MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that

the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before December 31, 2004, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Alternatively, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Alternatively, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Alternatively, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Please be advised that failure to bring the loan current or to enter into a written agreement for any one of the foreclosure alternatives outlined above on or before December 31, 2004 will result in the acceleration of the debt.

Time is of the essence. If you have any questions concerning this notice, please contact Countrywide's office immediately at 1-800-641-5302, extension 4630.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100244
NO: 05-237-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC. f/k/a AMERICA'S WHOLESALE LENDER
vs.
DEFENDANT: JENNIFER L. THOMAS and MATTHEW P. THOMAS

SHERIFF RETURN

NOW, February 25, 2005 AT 2:26 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JENNIFER L. THOMAS DEFENDANT AT DUNLAP ROAD., KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MATT THOMAS, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED *NO CC*
013:4664
MAR 18 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100244
NO: 05-237-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC. f/k/a AMERICA'S WHOLESALE LENDER
vs.
DEFENDANT: JENNIFER L. THOMAS and MATTHEW P. THOMAS

SHERIFF RETURN

NOW, February 25, 2005 AT 2:26 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MATTHEW P. THOMAS DEFENDANT AT DUNLAP ROAD, KARTHAUS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MATTHEW P. THOMAS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100244
NO: 05-237-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC. f/k/a AMERICA'S WHOLESALE LENDER
vs.
DEFENDANT: JENNIFER L. THOMAS and MATTHEW P. THOMAS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	219868	20.00
SHERIFF HAWKINS	GOLDBECK	219867	42.63

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

GOLDBECK McCAFFERTY & McKEEVER

BY: Joseph A. Goldbeck, Jr.

Attorney I.D. #16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

COUNTRYWIDE HOME LOANS, INC. F/K/A
AMERICA'S WHOLESALE LENDER

7105 Corporate Drive

PTX C-35

Plano, TX 75024-3632

Plaintiff

vs.

JENNIFER L. THOMAS

MATTHEW P. THOMAS

(Mortgagor(s) and Record owner(s))

Box 161 Main Street

Karthus, PA 16845

IN THE COURT OF COMMON PLEAS

of Clearfield County

No. 2005-237-CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

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



JOSEPH A. GOLDBECK, JR., ESQUIRE

FILED ^{GW}
Cert. of Disc.
m/12:26/04 not needed by
APR 06 2005 Attly

William A. Shaw Copy to CIA
Prothonotary/Clerk of Courts No CC

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Countrywide Home Loans, Inc.

Vs.

Jennifer L. Thomas
Matthew P. Thomas

No. 2005-00237-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 6, 2005, marked:

Discontinued and Ended

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

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of April A.D. 2005.

William A. Shaw, Prothonotary