

05-335-CD  
JP Morgan Bank vs. C. Carlson et al

CAROL L. CARLSON AL

JP Morgan v. Carol Carlson et al  
2005-335-CD

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

JPMorgan Chase Bank, as  
Trustee  
1270 Northland Drive,  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

v.  
Carol L. Carlson  
Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801  
Defendant(s)

NO. 05-335-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER 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.

LAWYERS REFERRAL SERVICE  
Court Administrator  
230 E. Water Street  
Clinton County Courthouse  
Lock Haven, PA 17745  
570-893-4016

FILED *cc Sheriff*  
*3/11/05 by Atty pd,*  
MAR 10 2005 *85.00*

*Bed* William A. Shaw  
Prothonotary/Clerk of Courts

**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 asentear 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 dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, 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 propiedades u otros derechos importantes para usted.

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

**Lawyers Referral Service  
Court Administrator  
230 E. Water Street  
Clinton County Courthouse  
Lock Haven, PA 17745  
570-893-4016**

## **NOTICE**

**The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.**

**If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.**

**This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**UDREN LAW OFFICES, P.C.  
/s/ Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, NJ 08003-3620  
(856) 669-5400**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Equifirst Corporation

Assignments of Record to: JPMorgan Chase Bank, as Trustee

Recording Date: 04/01/03 INSTRU NO.: 200305130

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 450 West DuBois Avenue

MUNICIPALITY/TOWNSHIP/BOROUGH: City of DuBois

COUNTY: Clearfield

DATE EXECUTED: 10/30/02

DATE RECORDED: 11/12/02 INSTRU NO.: 200218249

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 03/09/05:

Principal of debt due	\$65,643.56
Unpaid Interest at 8.80% from 08/04/04 to 03/09/05 (the per diem interest accruing on this debt is \$16.05 and that sum should be added each day after 03/09/05)	3,161.85
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$26.28 should be added in accordance with the terms of the note each month after 03/09/05)	157.68
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,282.17</u>
<b>TOTAL</b>	<b>\$72,850.26</b>

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part

hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$72,850.26 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

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Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
Attorney for Plaintiff  
Attorney I.D. No. 04302



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

**BEGINNING** at the Northwest corner of the intersection of DuBois Avenue and Mahoning Street, as shown on the Hopkins Land Company's First Plan of Lots in the Borough of DuBois (now City of DuBois), which said Plan is recorded in and for the County of Clearfield, Pennsylvania, in Deed Book No. 86, page 608, extending thence Westwardly along the Northern side of DuBois Avenue 45 feet to the beginning of a curve to the right in said Avenue; thence following said curve 24.95 feet to a point; thence continuing along said DuBois Avenue in a Northwardly direction 99 feet to the beginning of a curve to the left in said Avenue; thence following said curve 68.6 feet to the intersection of said DuBois Avenue with an Alley; thence Eastwardly along the South side of said Alley, 140.5 feet to the intersection of said Alley with Mahoning Street, as shown on said Plan of Lots; thence South along the Western side of said Mahoning Street, 160 feet to the place of beginning; being Lot No. 55 on the Hopkins Land Company's aforesaid recorded Plan, with a slight addition thereto, due to a change made in the curve of DuBois Avenue at this point in the year 1909 by the Engineer of DuBois Borough (now City of DuBois).

**EXCEPTING AND RESERVING**, therefrom, all the coal, oil and natural gas upon, in or under said premises, with the right to mine, drill for and remove all, or any part thereof, therefrom and with the right to transport coal through or under said premises from adjoining lands, and without liability for any damages arising through or in connection with the mining of such coal, or the exercise or enjoyment of any of the rights hereunder.

**Homecomings Financial**

A GMAC Company

November 08, 2004

Certified Mail, Return Receipt Requested

0434895173  
Carol L Carlson  
450 West Dubois Avenue  
Du Bois, PA 15801

Re: Property Address: 450 West Dubois Avenue      Loan Number: 0434895173  
Du Bois, PA 15801

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is \$ 1,655.46. That sum includes the following:

3 payments totaling:	\$ 1,576.62
Late charges:	\$ 78.84
Other fees and/or costs	N/A
Unapplied Funds:	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,655.46 BY December 08, 2004 TO THE FOLLOWING ADDRESS:  
**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue      Suite 900 Dallas, Texas 75204  
800.206.2901      Homecomings.com

**EXHIBIT A**

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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

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

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

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

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

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

Date: November 08, 2004

TO: Carol L Carlson  
450 West Dubois Avenue  
Du Bois, PA 15801

Premises: 450 West Dubois Avenue  
Du Bois, PA 15801

Re: Loan Number: 0434895173  
FROM: Homecomings Financial

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling 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.

### **LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
9350 Waxie Way Suite 100  
San Diego, CA 92123  
Attn: Contact Center, Fred Mangarelli  
Phone: 1.800.206.2901, or 858.505.7553

**ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.**

**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 CONSTRUED 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:

450 West Dubois Avenue, Du Bois, PA 15801

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 from 09/04/04 to 11/04/04 totaling:	\$ 1,576.62
Late Charges:	\$ 78.84
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
<b>TOTAL</b>	<b>\$ 1,655.46</b>

**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 DUE TO THE LENDER**, WHICH IS **\$ 1,655.46**, 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:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO:  
1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

**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 right 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 attorney 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 attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender, even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 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:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

**EFFECT OF THE 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 be able to 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.

Sincerely,

Loan Counseling Department

Enclosure(s)

List of Counseling Agencies

**Homecomings Financial**

A GMAC Company

November 08, 2004

Certified Mail, Return Receipt Requested

0434895173  
Ronald L. Carlson  
450 West Dubois Avenue  
Du Bois, PA 15801

Re: Property Address: 450 West Dubois Avenue  
Du Bois, PA 15801

Loan Number: 0434895173

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3 payments totaling:	\$ 1,576.62
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TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,655.46 BY December 08, 2004 TO THE FOLLOWING ADDRESS:  
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Sincerely,

Loan Counseling Department

HLH

Homecomings Financial  
2711 North Haskell Avenue Suite 900 Dallas, Texas 75204  
800.206.2901 Homecomings.com

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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Date: November 08, 2004

TO: Ronald L Carlson  
450 West Dubois Avenue  
Du Bois, PA 15801

Premises: 450 West Dubois Avenue  
Du Bois, PA 15801

Re: Loan Number: 0434895173  
FROM: Homecomings Financial

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

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

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

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

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling 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.

**LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
9350 Waxie Way Suite 100  
San Diego, CA 92123  
Attn: Contact Center, Fred Mangarelli  
Phone: 1.800.206.2901, or 858.505.7553

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

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 CONSTRUED 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:

450 West Dubois Avenue, Du Bois, PA 15801

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 from 09/04/04 to 11/04/04 totaling:	\$ 1,576.62
Late Charges:	\$ 78.84
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
<b>TOTAL</b>	<b>\$ 1,655.46</b>

**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 DUE TO THE LENDER, WHICH IS \$ 1,655.46, 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:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO:  
1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

**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 right 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 attorney 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 attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender, even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 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:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

**EFFECT OF THE 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 be able to 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.

Sincerely,

Loan Counseling Department

Enclosure(s)

List of Counseling Agencies

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take 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. Section 4904 relating to unsworn falsification to authorities.



---

Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100292  
NO: 05-335-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK  
vs.  
DEFENDANT: CAROL L. CARLSON and RONALD L. CARLSON SR.

**SHERIFF RETURN**

NOW, March 15, 2005 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CAROL L. CARLSON DEFENDANT AT 450 WEST DUBOIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CAROL L. CARLSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / COUDRIET

*ES*  
**FILED**  
0430/SW  
APR 11 2005

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100292  
NO: 05-335-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK

VS.

DEFENDANT: CAROL L. CARLSON and RONALD L. CARLSON SR.

**SHERIFF RETURN**

---

NOW, March 15, 2005 AT 11:20 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RONALD L. CARLSON SR. DEFENDANT AT 450 WEST DUBOIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CAROL CARLSON, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100292  
NO: 05-335-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK

VS.

DEFENDANT: CAROL L. CARLSON and RONALD L. CARLSON SR.

**SHERIFF RETURN**

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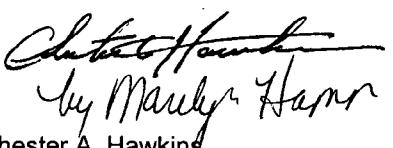
**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	30912	20.00
SHERIFF HAWKINS	UDREN	30912	39.39

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005

  
Chester A. Hawkins  
Sheriff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

JPMorgan Chase Bank, as  
Trustee  
1270 Northland Drive, Suite  
200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

FILED <sup>(6)</sup>  
m/10/3261 <sup>Atty pd</sup> 20.00  
MAY 05 2005

William A. Shaw  
Prothonotary/Clerk of Courts

v.

Carol L. Carlson  
Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801  
Defendant(s)

NO. 05-335-CD

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) Carol L. Carlson and Ronald L. Carlson, Sr. for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$72,850.26
Interest Per Complaint	658.05
From 03/10/05 to 04/19/05	
Late charges per Complaint	52.56
From 03/10/05 to 04/19/05	
<b>TOTAL</b>	<b><u>\$73,560.87</u></b>

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: May 5, 2005

PRO PROTHY

*William A. Shaw*

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003  
856-669-5400

ATTORNEY FOR PLAINTIFF

JPMorgan Chase Bank, as Trustee  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

Carol L. Carlson  
Ronald L. Carlson, Sr.  
Defendant(s)

NO. 05-335-CD

TO: Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801

DATE of Notice: April 7, 2005

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER 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.

LAWYER REFERRAL SERVICE  
Court Administrator  
230 E. Water Street  
Clinton County Courthouse  
Lock Haven, PA 17745  
570-893-4016

**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA, USTED PUEDE PERDER BIENES Y OTROS DERECHOS, IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO IMMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE  
Court Administrator  
230 E. Water Street  
Clinton County Courthouse  
Lock Haven, PA 17745  
570-893-4016

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

/s/

Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003  
856-669-5400

ATTORNEY FOR PLAINTIFF

JPMorgan Chase Bank, as Trustee  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

Carol L. Carlson  
Ronald L. Carlson, Sr.  
Defendant(s)

NO. 05-335-CD

TO: Carol L. Carlson  
450 West DuBois Avenue  
DuBois, PA 15801

DATE of Notice: April 7, 2005

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER 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.

LAWYER REFERRAL SERVICE  
Court Administrator  
230 E. Water Street  
Clinton County Courthouse  
Lock Haven, PA 17745  
570-893-4016

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SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE  
Court Administrator  
230 E. Water Street  
Clinton County Courthouse  
Lock Haven, PA 17745  
570-893-4016

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

/s/

Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-482-6900

ATTORNEY FOR PLAINTIFF

JPMorgan Chase Bank, as  
Trustee  
1270 Northland Drive,  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-335-CD

v.  
Carol L. Carlson  
Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801  
Defendant(s)

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF MINNESOTA :  
COUNTY OF DAKOTA : SS

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended, and that the age and last known residence and employment of each Defendant are as follows:

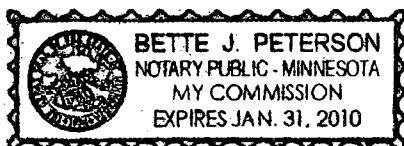
Defendant: Carol L. Carlson  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Defendant: Ronald L. Carlson, Sr.  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Name: Susan Cars Jensen  
Title: Assistant Vice President  
Company: Homecomings Financial Network

Sworn to and subscribed  
before me this 21 day  
of May, 2005

Bette J. Peterson  
Notary Public



UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

JPMorgan Chase Bank, as  
Trustee  
1270 Northland Drive, Suite  
200  
Mendota Heights, MN 55120  
Plaintiff

v.

Carol L. Carlson  
Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-335-CD

TO: Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801

NOTICE

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

Prothonotary 5/5/05

Judgment by Default  
 Money Judgment  
 Judgment in Replevin  
 Judgment for Possession  
 Judgment on Award of Arbitration  
 Judgment on Verdict  
 Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

COPY

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

JPMorgan Chase Bank, as  
Trustee  
1270 Northland Drive, Suite  
200  
Mendota Heights, MN 55120  
Plaintiff  
v.

Carol L. Carlson  
Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801  
Defendant(s)

TO: Carol L. Carlson  
450 West DuBois Avenue  
DuBois, PA 15801

ATTORNEY FOR PLAINTIFF  
  
COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-335-CD

Prothonotary 5/5/05

NOTICE

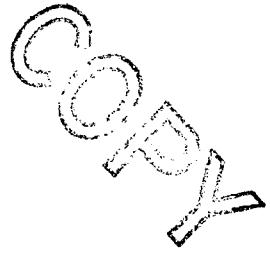
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Judgment by Default  
 Money Judgment  
 Judgment in Replevin  
 Judgment for Possession  
 Judgment on Award of Arbitration  
 Judgment on Verdict  
 Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire  
At this telephone number: 856-669-5400

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



JP Morgan Chase Bank  
Plaintiff(s)

No.: 2005-00335-CD

Real Debt: \$73,560.87

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Carol L. Carlson  
Ronald L. Carlson Sr.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 5, 2005

Expires: May 5, 2010

Certified from the record this 5th day of May, 2005.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

---

Plaintiff/Attorney

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

**ATTORNEY FOR PLAINTIFF**

JPMorgan Chase Bank, as  
Trustee  
1270 Northland Drive, Suite  
200  
Mendota Heights, MN 55120  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
  
MORTGAGE FORECLOSURE

## MORTGAGE FORECLOSURE

Carol L. Carlson  
Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801  
Defendant(s)

NO. 05-335-CD

## PRAECIPE FOR WRIT OF EXECUTION

TO THE SHERIFF:

Issue Writ of Execution in the above matter:

Amount due \$73,560.87

Interest From 04/20/05 \_\_\_\_\_ \$ \_\_\_\_\_  
to Date of Sale \_\_\_\_\_  
Per diem @\$16.05

(Costs to be added) \$

125.00 Prothonotary costs

UDREN LAW OFFICES, P.C.

68  
FILED 1CC8  
MAY 12 4786X 6writs  
MAY 05 2005 to Shff  
William A. Shaw Atty pd  
Prothonotary/Clerk of Courts 20-00

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

JPMorgan Chase Bank, as  
Trustee  
1270 Northland Drive, Suite  
200  
Mendota Heights, MN 55120

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

Plaintiff

v.

Carol L. Carlson  
Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801

NO. 05-335-CD

Defendant(s)

C E R T I F I C A T E

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

(   ) An FHA insured mortgage  
(   ) Non-owner occupied  
(   ) Vacant  
( X ) Act 91 procedures have been fulfilled.  
(   ) Over 24 months delinquent.

This certification is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

UDREN LAW OFFICES, P.C.  
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**ATTORNEY FOR PLAINTIFF**

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1270 Northland Drive, Suite  
200  
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**Plaintiff**

V.

Carol L. Carlson  
Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
  
MORTGAGE FORECLOSURE

## MORTGAGE FORECLOSURE

NO. 05-335-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

JPMorgan Chase Bank, as Trustee, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at: 450 West DuBois Avenue, DuBois, PA 15801

Carol L. Carlson 450 West DuBois Avenue  
DuBois, PA 15801

Ronald L. Carlson, Sr. 450 West DuBois Avenue  
DuBois, PA 15801

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

SAME AS #1 ABOVE

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

Name \_\_\_\_\_ Address \_\_\_\_\_

None

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

Name Address

Plaintiff herein. See Caption above.

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

Name Address

Commonwealth of Pennsylvania Address to follow  
Department of Transportation

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

Name Address

Real Estate Tax Department 1 North Second Street, Suite 116  
Clearfield, PA 16830

Domestic Relations Section 1 North Second Street, Suite 116  
Clearfield, PA 16830

Commonwealth of PA, Bureau of Compliance, Dept. 280946  
Department of Revenue Harrisburg, PA 17128-0946

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

Name Address

Tenants/Occupants 450 West DuBois Avenue  
DuBois, PA 15801

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

UDREN LAW OFFICES, P.C.

DATED: April 19, 2005

Mark J. Udren, ESQ.  
Attorney for Plaintiff



COURT OF COMMON PLEAS  
NO. 05-335-CD

JPMorgan Chase Bank, as Trustee  
vs.

Carol L. Carlson  
Ronald L. Carlson, Sr.

=====  
WRIT OF EXECUTION  
=====

REAL DEBT \$ 73,560.87

INTEREST \$  
from 04/20/05 to \_\_\_\_\_  
Date of Sale \_\_\_\_\_  
Per diem @\$16.05

COSTS PAID:  
PROTHY \$ 125.00

SHERIFF \$ \_\_\_\_\_

STATUTORY \$ \_\_\_\_\_

COSTS DUE PROTHY. \$ 1

PREMISES TO BE SOLD:  
450 West DuBois Avenue  
DuBois, PA 15801

Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
(856) 669-5400

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

**BEGINNING at the Northwest corner of the intersection of DuBois Avenue and Mahoning Street, as shown on the Hopkins Land Company's First Plan of Lots in the Borough of DuBois (now City of DuBois), which said Plan is recorded in and for the County of Clearfield, Pennsylvania, in Deed Book No. 86, page 608, extending thence Westwardly along the Northern side of DuBois Avenue 45 feet to the beginning of a curve to the right in said Avenue; thence following said curve 24.95 feet to a point; thence continuing along said DuBois Avenue in a Northwardly direction 99 feet to the beginning of a curve to the left in said Avenue; thence following said curve 68.6 feet to the intersection of said DuBois Avenue with an Alley; thence Eastwardly along the South side of said Alley, 140.5 feet to the intersection of said Alley with Mahoning Street, as shown on said Plan of Lots; thence South along the Western side of said Mahoning Street, 160 feet to the place of beginning; being Lot No. 55 on the Hopkins Land Company's aforesaid recorded Plan, with a slight addition thereto, due to a change made in the curve of DuBois Avenue at this point in the year 1909 by the Engineer of DuBois Borough (now City of DuBois).**

**EXCEPTING AND RESERVING, therefrom, all the coal, oil and natural gas upon, in or under said premises, with the right to mine, drill for and remove all, or any part thereof, therefrom and with the right to transport coal through or under said premises from adjoining lands, and without liability for any damages arising through or in connection with the mining of such coal, or the exercise or enjoyment of any of the rights hereunder.**

BEING KNOWN AS: 450 WEST DUBOIS AVENUE, DUBOIS, PA 15801

PROPERTY ID NO.: 7.3-019-000-05927

TITLE TO SAID PREMISES IS VESTED IN RONALD L. CARLSON, SR. AND CAROL L. CARLSON, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES BY DEED FROM LAVERNE D. MUTH DATED 10/22/02 RECORDED 11/12/02  
INSTRUMENT NO.: 200218248.

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

JPMorgan Chase Bank, as  
Trustee  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.  
Carol L. Carlson  
Ronald L. Carlson, Sr.  
Defendant(s)

NO. 05-335-CD

**PRAECIPE TO SUBSTITUTE VERIFICATION**

TO THE PROTHONOTARY:

Kindly substitute the attached Verification for the  
Verification attached to the Complaint in Mortgage Foreclosure with  
regard to the captioned matter.

DATED: April 19, 2005

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
Attorney for Plaintiff

6P  
FILED NO CC  
m/23/05  
MAY 05 2005

William A. Shaw  
Prothonotary/Clerk of Courts

V E R I F I C A T I O N

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

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

Date: 3/21/05



Name: Susan Carstensen  
Title: Assistant Vice President  
Company: Homecomings Financial  
Network

Carol L. Carlson  
Ronald L. Carlson, Sr.  
Loan #0434895173  
MJU #05030012

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

JPMorgan Chase Bank, as  
Trustee  
1270 Northland Drive, Suite  
200  
Mendota Heights, MN 55120  
Plaintiff

v.

Carol L. Carlson  
Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-335-CD

FILED

AUG 26 2005

11/12/55/

William A. Shaw

Prothonotary/Clerk of Courts

no C/c

**AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P.RULE 3129.1**

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecept for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.
2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".
3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".
4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

This Affidavit is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: August 19, 2005

UDREN LAW OFFICES, P.C.

BY

Mark J. Udren, Esquire  
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

JPMorgan Chase Bank, as  
Trustee  
1270 Northland Drive, Suite  
200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
NO. 05-335-CD

v.  
Carol L. Carlson  
Ronald L. Carlson, Sr.  
450 West DuBois Avenue  
DuBois, PA 15801  
Defendant(s)

DATE: August 3, 2005

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY

OWNER(S): Carol L. Carlson & Ronald L. Carlson, Sr.

PROPERTY: 450 West DuBois Avenue  
DuBois, PA 15801

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on SEPTEMBER 2, 2005, at 10:00 AM, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

EXHIBIT A

Name and  
Address  
Of Sender

UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

Registered  
 Insured  
 COD  
 Certified

Return Receipt for  
Merchandise  
 Int'l Recorded Del.  
 Express Mail

Check appropriate block for  
Registered Mail:  
 With Postal Insurance  
 Without Postal Insurance

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

R.R.  
S.D.  
S.H.  
Rst. Del. Fee  
Fee  
Remarks

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender if COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1	CARLSON	REAL ESTATE TAX DEPT. 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830											
2	50302	DOMESTIC RELATIONS SECTION 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830											
3	CLEARFIELD COUNTY	COMMONWEALTH OF PA DEPT OF REVENUE, BUREAU OF COMPLIANCE, DEPT. 280946, HARRISBURG, PA 17128-0946											
4		TENANTS/OCCUPANTS 450 WEST DUBOIS AVENUE DUBOIS, PA 15801											
5	9/2	COMMONWEALTH OF PA DEPT OF TRANSPORTATION STRAWBERRY SQUARE HARRISBURG, PA 17128											
6	JODIE												
7													
8													
9													
10													
11													
12													
13													
14													
15													
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of non-negotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail; sent with optional postal insurance. See Domestic Mail Manual 990, 5913, and 5921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.								
5		5	JPL										

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20163  
NO: 05-335-CD

PLAINTIFF: JP MORGAN CHASE BANK, AS TRUSTEE  
vs.  
DEFENDANT: CAROL L. CARLSON AND RONALD L. CARLSON, SR.

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 05/05/2005

LEVY TAKEN 07/22/2005 @ 11:05 AM

POSTED 07/22/2005 @ 11:05 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/23/2006

DATE DEED FILED NOT SOLD

**FILED**  
d 10:24 AM  
JAN 23 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

07/25/2005 @ 11:15 AM SERVED CAROL L. CARLSON

SERVED CAROL L. CARLSON, DEFENDANT, AT HER RESIDENCE 450 WEST DUBOIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CAROL L. CARLSON

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

07/25/2005 @ 11:15 AM SERVED RONALD L. CARLSON, SR.

SERVED RONALD L. CARLSON, SR., DEFENDANT, AT HIS RESIDENCE 450 WEST DUBOIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CAROL L. CARLSON WIFE/DEFENDANT

SER

@ SERVED

NOW, AUGUST 31, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 2, 2005. THE DEFENDANT ENTERED IN TO A FORBEARANCE AGREEMENT FOR A CONSIDERATION OF \$800.00.

@ SERVED

NOW, JANUARY 23, 2006 RETURN WRIT AS BEING STAYED BY THE PLAINTIFF'S ATTORNEY, NO SALE HELD. TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20163  
NO: 05-335-CD

PLAINTIFF: JP MORGAN CHASE BANK, AS TRUSTEE

vs.

DEFENDANT: CAROL L. CARLSON AND RONALD L. CARLSON, SR.

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$231.61

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
In Compliance Bitter-Chester A. Hawkins  
Chester A. Hawkins  
Sheriff



COURT OF COMMON PLEAS  
NO. 05-335-CD

JPMorgan Chase Bank, as Trustee  
vs.

Carol L. Carlson  
Ronald L. Carlson, Sr.

WRIT OF EXECUTION

REAL DEBT \$ 73,560.87

INTEREST \$  
from 04/20/05 to  
Date of Sale \_\_\_\_\_  
Per diem @\$16.05

COSTS PAID:  
PROTHY \$ 125.00

SHERIFF \$ \_\_\_\_\_

STATUTORY \$ \_\_\_\_\_

COSTS DUE PROTHY. \$ \_\_\_\_\_

PREMISES TO BE SOLD:  
450 West DuBois Avenue  
DuBois, PA 15801

Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
(856) 669-5400

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

**BEGINNING at the Northwest corner of the intersection of DuBois Avenue and Mahoning Street, as shown on the Hopkins Land Company's First Plan of Lots in the Borough of DuBois (now City of DuBois), which said Plan is recorded in and for the County of Clearfield, Pennsylvania, in Deed Book No. 86, page 608, extending thence Westwardly along the Northern side of DuBois Avenue 45 feet to the beginning of a curve to the right in said Avenue, thence following said curve 24.95 feet to a point; thence continuing along said DuBois Avenue in a Northwardly direction 99 feet to the beginning of a curve to the left in said Avenue; thence following said curve 68.6 feet to the intersection of said DuBois Avenue with an Alley; thence Eastwardly along the South side of said Alley, 140.5 feet to the intersection of said Alley with Mahoning Street, as shown on said Plan of Lots; thence South along the Western side of said Mahoning Street, 160 feet to the place of beginning; being Lot No. 55 on the Hopkins Land Company's aforesaid recorded Plan, with a slight addition thereto, due to a change made in the curve of DuBois Avenue at this point in the year 1909 by the Engineer of DuBois Borough (now City of DuBois).**

**EXCEPTING AND RESERVING, therefrom, all the coal, oil and natural gas upon, in or under said premises, with the right to mine, drill for and remove all, or any part thereof, therefrom and with the right to transport coal through or under said premises from adjoining lands, and without liability for any damages arising through or in connection with the mining of such coal, or the exercise or enjoyment of any of the rights hereunder.**

BEING KNOWN AS: 450 WEST DUBOIS AVENUE, DUBOIS, PA 15801

PROPERTY ID NO.: 7.3-019-000-05927

TITLE TO SAID PREMISES IS VESTED IN RONALD L. CARLSON, SR. AND CAROL L. CARLSON, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES BY DEED FROM LAVERNE D. MUTH DATED 10/22/02 RECORDED 11/12/02  
INSTRUMENT NO.: 200218248.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CAROL L. CARLSON NO. 05-335-CD

NOW, January 21, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Carol L. Carlson And Ronald L. Carlson, Sr. to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$800.00 and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	15.00	DEBT-AMOUNT DUE	73,560.87
MILEAGE	15.00	INTEREST @ 16.0500	(11,749.498.)
LEVY	15.39	FROM 04/20/2005 TO	
MILEAGE	15.39	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	16.00	FORECLOSURE FEES	
POSTAGE	4.44	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	15.39	MISCELLANEOUS	
ADD'L LEVY			
BID/SETTLEMENT AMOUNT	800.00	TOTAL DEBT AND INTEREST	(\$11,675,897.93)
RETURNS/DEPUTIZE			
COPIES	15.00		
	5.00		
BILLING/PHONE/FAX	5.00		
CONTINUED SALES			
MISCELLANEOUS			
<b>TOTAL SHERIFF COSTS</b>	<b>\$231.61</b>	<b>COSTS:</b>	
		ADVERTISING	453.10
		TAXES - COLLECTOR	
		TAXES - TAX CLAIM	
		DUE	
		LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	
		DEED COSTS	0.00
		SHERIFF COSTS	231.61
		LEGAL JOURNAL COSTS	216.00
		PROTHONOTARY	125.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
<b>DEED COSTS:</b>		<b>TOTAL COSTS</b>	<b>\$1,165.71</b>
ACKNOWLEDGEMENT			
REGISTER & RECORDER			
TRANSFER TAX 2%	0.00		
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>		

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

MARK J. UDREN\*  
STUART WINNEG\*\*  
GAYL SPIVAK ORLOFF\*\*\*  
HEIDI R. SPIVAK\*\*\*  
MARISA JOY MYERS\*\*\*  
LORRAINE DOYLE\*\*\*  
ALAN M. MINATO\*\*\*  
DWIGHT MICHAELSON\*\*\*  
\*ADMITTED NJ, PA, FL  
\*\*ADMITTED PA  
\*\*\*ADMITTED NJ, PA  
TINA MARIE RICH  
OFFICE ADMINISTRATOR

UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
SUITE 200  
CHERRY HILL, NEW JERSEY 08003-3620  
856 . 669 . 5400  
FAX: 856 . 669 . 5399

PENNSYLVANIA OFFICE  
215-568-9500  
215-568-1141 FAX

**FREDDIE MAC  
PENNSYLVANIA  
DESIGNATED COUNSEL**

PLEASE RESPOND TO NEW JERSEY OFFICE

August 30, 2005

Sent via telefax #814-765-5915

Clearfield County Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
ATTN: Cindy

Re: JPMorgan Chase Bank, as Trustee  
vs.  
Carol L. Carlson & Ronald L. Carlson, Sr.  
Clearfield County C.C.P. No. 05-335-CD  
Premises: 450 West DuBois Avenue, DuBois, PA 15801  
SS Date: September 2, 2005

Dear Cindy:

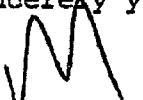
Please Stay the Sheriff's Sale scheduled for September 2, 2005.

Sale is stayed for the following reason:

Defendant (s) entered into a Forbearance Agreement, amount collected in consideration of the stay \$800.00.....

Thank you for your attention to this matter.

Sincerely yours,

  
Mark J. Udren  
UDREN LAW OFFICES, P.C.

/jlb

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

JPMorgan Chase Bank, as  
Trustee  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

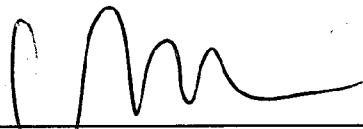
v.  
Carol L. Carlson  
Ronald L. Carlson, Sr.  
Defendant

NO. 05-335-CD

PRAECIPE TO WITHDRAW JUDGMENT AND DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly mark the above captioned matter JUDGMENT  
WITHDRAWN and ACTION DISCONTINUED WITHOUT PREJUDICE, upon payment  
of your costs only.

  
\_\_\_\_\_  
Mark J. Udren, Esquire  
UDREN LAW OFFICES, P.C.  
Attorney for Plaintiff

DATED: August 1, 2006

**FILED** 

NOV 03 2006

*mf 1:30*

William A. Shaw  
Prothonotary/Clerk of Courts

I came to ATT

PLC to C/N

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**JP Morgan Chase Bank**

vs.

**No. 2005-00335-CD**

**Carol L. Carlson**  
**Ronald L. Carlson Sr.**

**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 November 3, 2006, marked:

Withdraw Judgment and Discontinue without prejudice

Record costs in the sum of \$132.00 have been paid in full by Udren Law Offices.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of November A.D. 2006.



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William A. Shaw, Prothonotary