

Wachovia Bank v. Lisa Leitholf et al
2005-470-CD

05-470-CD

Pluese, Becker & Saltzman
Rob Saltzman, Esquire
Attorney Identification No.: 53957
20000 Horizon Way Suite 900
Mt Laurel New Jersey 08054
(856) 813-1700
Attorneys for Plaintiff

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION,

Plaintiff,

v.

LISA M. LEITHOLF A/K/A LISA
M.QUAIRIERE (RECORD OWNER AND
MORTGAGOR)
STEPHEN V. QUAIRIERE
(MORTGAGOR ONLY)

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

05-470-CD

ESW
FILED
m/j:21/07
APR 01 2005

William A. Shaw
Prothonotary/Clerk of Courts

3 cc shff
Atty pd. 85.00

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING THE WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GOT TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PENNSYLVANIA LAWYER REFERRAL SERVICE
Pennsylvania Bar Association
PO Box 186
Harrisburg, PA 17108

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE (20) DIAS DE PLAZO A PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION O POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO, SUS PROPIECADES O OTROS DERECHOS IMPORTANTES PARA USTED.

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

PENNSYLVANIA LAWYER REFERRAL SERVICE
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Harrisburg, PA 17108

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. The Plaintiff, Wachovia Bank of Delaware, National Association National Association is a corporation having been organized under the laws of the United States of America and having its principal place of business at 1100 Corporate Center Drive, Raleigh, NC 27607.

2. (a) Defendants, Lisa M. Leitholf, a/k/a Lisa M. Quairiere (Record Owner & Mortgagor) and Stephen V. Quairiere (Mortgagor Only) are individuals whose last known address is 1168 Treasure Lake Dubois, PA 15801.

(b) Defendants, Lisa M. Leitholf a/k/a Lisa M. Quairiere (Record Owner & Mortgagor) and Stephen V. Quairiere (Mortgagor Only) hold interest in the subject property as mortgagors and record owners.

(c) If any of the above named Defendants are deceased, this action shall proceed against the deceased Defendant's heirs, assigns, successors, administrators, personal representatives and/or executors through their estate whether the estate is probated.

3. (a) The residential mortgage being foreclosed encumbers property located at 1168 Treasure Lake Du Bois, PA 15801, County of Clearfield, Pennsylvania.

(b) All documents evidencing the residential mortgage have been recorded in the Recorder of Deeds' Office in Clearfield, Pennsylvania.

(c) The Mortgage was executed on January 13, 1995, recorded on January 17, 1995 in Page 98 . Mortgage was then assigned to Plaintiff by Assignment of Mortgage which was recorded on November 15, 2004 in Instrument No: 200418544.

(d) The legal description for the subject property is attached hereto and incorporated herein as Exhibit "A".

(e) Pursuant to Pa. R.C.P. 1147 (1) and 1019(g) Plaintiff is not obliged to append copies of the above mentioned publicly recorded documents to this mortgage foreclosure action. These documents are, however, appended hereto and incorporated herein by reference as Exhibit "B", Mortgage.

(f) The Combined Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "C".

4. The mortgage is in default because the Defendants, Lisa M. Quairiere a/k/a Lisa M. Leitholf and Stephen V. Quairiere. failed to timely tender the monthly payment of \$725.82 due January 01,2005, and thereafter failed to make the monthly payments.

5. As authorized under the mortgage instrument, the loan obligation has been accelerated.

6. Plaintiff seeks entry of judgment *in rem* on the following sums:

(a) Principal balance of mortgage due and owing	\$32,899.88
(b) Interest due and owing at the rate of 12.50% calculated from the default date above stated through March 18,2005 Interest will continue to accrue at the per diem rate of \$11.27 through the date on which judgment <i>in rem</i> is entered in Plaintiff's favor.	\$803.86
(c) Corporate Advances	\$474.72
(d) Attorneys' fees	\$1,250.00
(e) Title Search	\$300.00
(f) Accrued Late Charges	\$611.02
(g) Escrow Advance	\$2,233.84

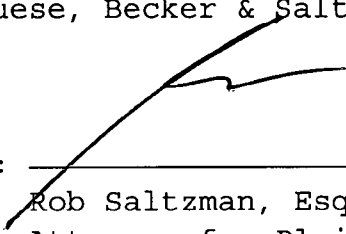
(h) NSF Charges	\$15.00
(i) Corporate Advance	\$474.72
(j) Recording Fees	\$28.50
TOTAL IN REM JUDGMENT SOUGHT BY PLAINTIFF	\$39,091.54

7. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorney's fees will be charged.

WHEREFORE, the Plaintiff requests:

Entry of Judgment *in rem* against the Defendants above named in the total amount of \$39,091.54 as stated at Paragraph 6, plus all additional interest, late charges, monthly escrow charges and other charges provided for by the subject Mortgage, accruing through date of judgment entry; and Foreclosure and Sheriff's Sale of the subject mortgaged property.

Pluese, Becker & Saltzman, LLC.

BY: 
Rob Saltzman, Esquire
Attorney for Plaintiff
Attorney I.D. No. 53957

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, (the act),
15 U.S.C. SECTION 1601 AS AMENDED

To the extent the act may apply, please be advised of the following:

1. The amount of the original debt is stated in paragraph one of the Complaint attached hereto.
2. The Plaintiff who is named in the attached Notice to Plead and Complaint is the Creditor to whom the debt is owed.
3. The debt described in the Complaint attached hereto and evidenced by the copy of the mortgage/note will be assumed to be valid by the Creditor's law firm, unless the Debtor(s), within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the Debtor notifies the Creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor who is named as Plaintiff in the attached Notice to Plead and Complaint is not the original creditor, and if the Debtor makes written request to the Creditor's law firm within twenty (20) days from the receipt of this Notice, the name and address of the original Creditor will be mailed to the Debtor by the Creditor's law firm.
6. Written request should be addressed to Pliese, Becker & Saltzman, LLC 20000 Horizon Way, Suite 900, Mt. Laurel, NJ 08054 Attention: Rob Saltzman, Esquire

VERIFICATION

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

Date:



JOHN A. DUNNERY, VP

14

LOAN NO. 035-004-00031380-5

Quairiere

MORTGAGE

THIS MORTGAGE is made this 13th day of January, 1995 between the Mortgagor,
Lisa M. Quairiere aka Lisa M. Leitholf and Stephen V. Quairiere
(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., DBA The Money Store,
organized and existing under the laws of New Jersey whose address is
3824 Northern Pike
Monroeville, PA 15146 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of
Thirty Four Thousand Eight Hundred Seventy Five Dollars & (No \$34,875.00),
together with interest, which indebtedness is evidenced by Borrower's note dated January 13, 1995
(the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness,
if not sooner paid, due and payable on February 1, 2025.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest and other
charges thereon; extensions and renewals of the Note; the payment of all other sums, with interest thereon,
advanced in accordance with this Mortgage to protect the security of this Mortgage; and the performance of the
covenants and agreements of Borrower contained in this Mortgage, Borrower does hereby mortgage, grant and
convey to Lender the following described property located in the
Township of Sandy, Clearfield,

COMMONWEALTH OF PENNSYLVANIA

See attached Schedule A
Refer to Deed Bk. Vol.: 1276 Page: 357
Parcel ID# 128-c02-12-70-21

being the same property commonly known as: 1168 Treasure Lake
Dubois, Pennsylvania 15801

("Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, and all easements,
rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered
by this Mortgage. All of the foregoing, together with such property (or the leasehold estate if this Mortgage
is on a leasehold) are called the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right
to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances

PENNSYLVANIA MORTGAGE
REV 9/1/94
PAM002

I HEREBY CERTIFY THAT THE PRECISE ADDRESS OF
THE LENDER IS: 3824 NORTHERN PIKE SUITE 150
MONROEVILLE, PA. 15146

Donna L. Schork

of record. Borrower warrants and covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness and all other charges evidenced by the Note.

2. **Application of Payments.** All payments of principal and interest received by Lender shall be applied as provided in the Note.

If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender.

3. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement with a lien which has priority over this Mortgage, if any, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood and any other hazards as Lender may require and in such amount and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in the Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 6 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand of Lender.

If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the property.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender on one or more occasions in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the later exercise of that or any other right or remedy.

10. **Successors and Assigns Bound; Joint and Several Liability; Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Mortgage, but does not execute the Note, (a) is signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.

11. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower at the mailing address shown in the signed loan application or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

14. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

15. **Acceleration; Remedies.** Except as provided in Paragraph 14 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration shall give notice to Borrower as provided in Paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and foreclosure by judicial proceeding.

The notice shall further inform Borrower of the right to reinstate this Mortgage after acceleration and the right to bring a court action or to assert in the judicial proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding or invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

16. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time up to one hour prior to commencement of bidding at a sheriff's sale or other judicial sale of the Property if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; and (c) Borrower pays all reasonable attorneys' fees and court costs as permitted by law; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 15 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents,

including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

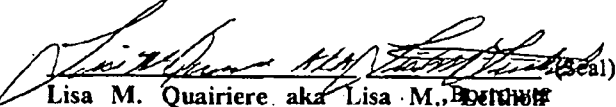
18. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential uses and for maintenance of the Property.


Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release the Mortgage. Borrower shall pay any release fees and costs of recordation unless applicable law provides otherwise.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

 (Seal)
Lisa M. Quairiere aka Lisa M. ~~Bentley~~

 (Seal)
Stephen V. Quairiere, Borrower

WITNESSES
 (Seal)
ATTORNEY AT LAW IN PENNSYLVANIA

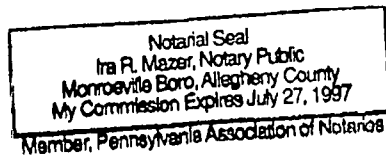
 (Seal)
ATTORNEY AT LAW IN PENNSYLVANIA

ACKNOWLEDGMENT

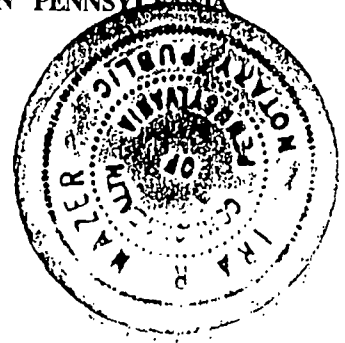
COMMONWEALTH OF PENNSYLVANIA)
) SS.
 COUNTY OF Allegheny)

On this, the 13th day of January, 1995, before me a notary public of the above Commonwealth, the undersigned officer, personally appeared
 Lisa M. Quairiere aka Lisa M. Leitholf and Stephen V. Quairiere known to me
 (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and
 acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Ira R. Mazer
 ATTORNEY AT LAW IN PENNSYLVANIA



DF785

LISA M QUAIRIERE

1168 TREASURE LAKE
DUBOIS, PA 15801-9028

January 4, 2005
0072104904

NBRC

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, 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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HomEq Servicing Corporation is a debt collector. HomEq is attempting to collect a debt and any information obtained will be used for that purpose.

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE



WACHOVIA

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

- **YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **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 the foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange for and attend a "face-to-face" meeting with one of the consumer counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice. It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE

Your mortgage is in default for the reasons set forth later in this notice (see the 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/servicer, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. 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 completed application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION

Available funds for emergency mortgage assistance are very limited. Funds 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 Agency of its decision on your application.

THIS NOTICE CONTINUES ON THE NEXT PAGE

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATIONAL 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 secured by your property located at:

1168 TREASURE LAKE DUBOIS,, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$2,121.63
c) Late Charges:	\$573.80
d) Recoverable Corporate Advances:	\$361.84
e) Other Charges and Advances:	\$15
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	\$3,072.27

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$3,072.27 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P. O. Box 70829 Charlotte, NC 28272 - 0829

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer 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 opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a 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/servicer refers your case to its attorneys, but you cure the delinquency before the attorney begins legal proceedings against you, you will still be required to pay the reasonable attorneys' fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred even if they are over \$50.00. Any attorneys' fees will be added to the amount you owe the lender/servicer, 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 attorneys' fees.

OTHER LENDER/SERVICER REMEDIES

The lender/servicer 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 charges, other charges then due, reasonable attorneys' 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/servicer 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 Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. 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/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer
Address

HomEq Servicing Corporation
Attn: Account Research, Mail Code CA3345
P.O. Box 13716
Sacramento, CA 95853

Telephone Number:

1-800-795-5125

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/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR 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 THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE 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/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

Colorado

Collection agencies are licensed by the Colorado Collection Agency Board, 1525 Sherman Street, 5th Floor, Denver, Colorado 80203. Please do not send payments to the collection agency board.

Minnesota

This collection agency is licensed by the Minnesota Department of Commerce.

Nebraska

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243

HOMEQ SERVICING

DF785

LISA M QUAIRIERE

1168 TREASURE LAKE
DUBOIS, PA 15801

January 4, 2005
0072104904

NBRC

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, 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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HomeEq Servicing Corporation is a debt collector. HomeEq is attempting to collect a debt and any information obtained will be used for that purpose.

**SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES
THIS NOTICE CONTINUES ON THE NEXT PAGE**



WACHOVIA

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

- **YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **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 the foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange for and attend a "face-to-face" meeting with one of the consumer counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice. It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE

Your mortgage is in default for the reasons set forth later in this notice (see the 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/servicer, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. 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 completed application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION

Available funds for emergency mortgage assistance are very limited. Funds 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 Agency of its decision on your application.

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g) Total amount required as of (due date):	\$3,072.27

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$3,072.27 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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HomEq Servicing Corporation
P. O. Box 70829 Charlotte, NC 28272 - 0829

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer 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 opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

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The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender/servicer refers your case to its attorneys, but you cure the delinquency before the attorney begins legal proceedings against you, you will still be required to pay the reasonable attorneys' fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred even if they are over \$50.00. Any attorneys' fees will be added to the amount you owe the lender/servicer, 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 attorneys' fees.

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The lender/servicer may also sue you personally for the unpaid principal balance and all other sums due under the Mortgage.

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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 charges, other charges then due, reasonable attorneys' 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/servicer 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 Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. 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/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer	HomEq Servicing Corporation
Address	Attn: Account Research, Mail Code CA3345 P.O. Box 13716 Sacramento, CA 95853
Telephone Number:	1-800-795-5125

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/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR 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 THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE 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/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

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Sincerely,

HomEq Servicing Corporation

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IMPORTANT DISCLOSURES

Colorado

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Minnesota

This collection agency is licensed by the Minnesota Department of Commerce.

Nebraska

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243

HOMEQ SERVICING

DF785

STEPHEN QUAIRIERE

1168 TREASURE LAKE
DUBOIS, PA 15801-9028

January 4, 2005
0072104904

NBRC

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, 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.

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WACHOVIA

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YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME
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IF YOU COMPLY WITH THE PROVISION OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT") YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

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AGENCY ACTION

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e) Other Charges and Advances:	\$15
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	\$3,072.27

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$3,072.27 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer 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 opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a 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/servicer refers your case to its attorneys, but you cure the delinquency before the attorney begins legal proceedings against you, you will still be required to pay the reasonable attorneys' fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred even if they are over \$50.00. Any attorneys' fees will be added to the amount you owe the lender/servicer, 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 attorneys' fees.**

OTHER LENDER/SERVICER REMEDIES

The lender/servicer 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 charges, other charges then due, reasonable attorneys' 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/servicer 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 Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. 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/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer	HomEq Servicing Corporation
Address	Attn: Account Research, Mail Code CA3345 P.O. Box 13716 Sacramento, CA 95853
Telephone Number:	1-800-795-5125

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/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR 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 THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE 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/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

Colorado

Collection agencies are licensed by the Colorado Collection Agency Board, 1525 Sherman Street, 5th Floor, Denver, Colorado 80203. Please do not send payments to the collection agency board.

Minnesota

This collection agency is licensed by the Minnesota Department of Commerce.

Nebraska

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243

DF785

STEPHEN QUAIRIERE

1168 TREASURE LAKE
DUBOIS, PA 15801

January 4, 2005
0072104904

NBRC

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, 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 INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HomEq Servicing Corporation is a debt collector. HomEq is attempting to collect a debt and any information obtained will be used for that purpose.

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE



WACHOVIA

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

- **YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **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 the foreclosure on your mortgage for thirty (30) days from the date of this notice. During that time you must arrange for and attend a "face-to-face" meeting with one of the consumer counseling agencies listed at the end of this notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES

If you attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this notice. It is necessary to schedule only one face-to-face meeting. You should advise this lender/servicer **immediately** of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE

Your mortgage is in default for the reasons set forth later in this notice (see the 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/servicer, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Fund. 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 completed application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION

Available funds for emergency mortgage assistance are very limited. Funds 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 Agency of its decision on your application.

THIS NOTICE CONTINUES ON THE NEXT PAGE

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATIONAL 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 secured by your property located at:

1168 TREASURE LAKE DUBOIS,, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$2,121.63
c) Late Charges:	\$573.80
d) Recoverable Corporate Advances:	\$361.84
e) Other Charges and Advances:	\$15
f) Less funds in Suspense:	\$0.00
g) Total amount required as of (due date):	\$3,072.27

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$3,072.27 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

Regular Mail
HomEq Servicing Corporation
P. O. Box 70829 Charlotte, NC 28272 - 0829

Overnight
Attn: Cash Central NC 4726
1100 Corporate Center Drive
Raleigh, NC 27607-5066

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this notice: (Do not use if not applicable)

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer 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 opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a 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/servicer refers your case to its attorneys, but you cure the delinquency before the attorney begins legal proceedings against you, you will still be required to pay the reasonable attorneys' fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred even if they are over \$50.00. Any attorneys' fees will be added to the amount you owe the lender/servicer, 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 attorneys' fees.

OTHER LENDER/SERVICER REMEDIES

The lender/servicer 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 charges, other charges then due, reasonable attorneys' 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/servicer 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 Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. 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/servicer.

HOW TO CONTACT THE LENDER/SERVICER BY TELEPHONE OR MAIL:

Name of Lender/Servicer	HomEq Servicing Corporation
Address	Attn: Account Research, Mail Code CA3345 P.O. Box 13716 Sacramento, CA 95853
Telephone Number:	1-800-795-5125

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/servicer at any time.

ASSUMPTION OF MORTGAGE

You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt.

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT, OR 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 THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
- TO ASSERT THE NON-EXISTENCE 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/SERVICER; OR
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
ATTACHED TO THIS LETTER

If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

Please take appropriate action with respect to the important matters discussed herein.

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

Colorado

Collection agencies are licensed by the Colorado Collection Agency Board, 1525 Sherman Street, 5th Floor, Denver, Colorado 80203. Please do not send payments to the collection agency board.

Minnesota

This collection agency is licensed by the Minnesota Department of Commerce.

Nebraska

Any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default.

New York City

Collection Agency License: #1099500 – North Highlands, CA (Main office)
#1099501 – Raleigh, NC (Branch)
#1099512 – Boone, NC (Branch)

North Carolina

North Carolina Department of Insurance Permit: #3677 – North Highlands, CA (Main office)
#3676 – Raleigh, NC (Branch)
#3675 – Boone, NC (Branch)

Tennessee

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Industry, 500 James Robertson Parkway, Nashville, Tennessee 37243

AS002

FILED

APR 01 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100366
NO: 05-470-CD
SERVICE # 1 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION

vs.

DEFENDANT: LISA M. LEITHOLF aka LISA M. QUAIRIERE, STEPHEN V. QUAIRIERE

SHERIFF RETURN

NOW, April 15, 2005 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LISA M. LEITHOLF aka LISA M. QUAIRIERE DEFENDANT AT 168 TREASURE LAKE aka 424 HASTINGS ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LISA QUAIRIERE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

ck FILED
01/10:2781
APR 25 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100366
NO: 05-470-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION

vs.

DEFENDANT: LISA M. LEITHOLF aka LISA M. QUAIRIERE, STEPHEN V. QUAIRIERE

SHERIFF RETURN

NOW, April 15, 2005 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON STEPHEN V. QUAIRIERE DEFENDANT AT 168 TREASURE LAKE aka 424 HASTINGS ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LISA QUAIRIERE, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100366
NO: 05-470-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION

vs.

DEFENDANT: LISA M. LEITHOLF aka LISA M. QUAIRIERE, STEPHEN V. QUAIRIERE

SHERIFF RETURN

NOW, April 15, 2005 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT (QUAIRIERE PROPERTY) DEFENDANT AT 138 TREASURE LAKE aka 424 HASTINGS ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LISA QUAIRIERE, DEFENDANT/OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100366
NO: 05-470-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION

vs.

DEFENDANT: LISA M. LEITHOLF aka LISA M. QUAIRIERE, STEPHEN V. QUAIRIERE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PLUESE	69234	30.00
SHERIFF HAWKINS	PLUESE	69234	45.39

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,



Chester A. Hawkins
Sheriff

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
230 E. MARKET STREET
CLEARFIELD, PA 16830

WILLIAM SHAW, PROTHONOTARY

TO: LISA M. LEITHOLF a/k/a LISA M. QUAIRIERE
168 TREASURE LAKE a/k/a 424 HASTINGS ROAD
DUBOIS, PA 15801

STEPEHN V. QUAIRIERE
168 TREASURE LAKE a/k/a 424 HASTINGS ROAD
DUBOIS, PA 15801

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION

Plaintiff,

v.

LISA M. LEITHOLF a/k/a LISA M.
QUAIRIERE (Record Owner and
Mortgagor)
STEPHEN V. QUAIRIERE
(Mortgagor Only)
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 05-470-CD

NOTICE PURSUANT TO RULE 236

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-captioned proceeding as indicated below.

William Shaw, Prothonotary

[XX] Judgment entered by Default

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:

Rob Saltzman, Esquire, Attorney ID #53957
PLUESE, BECKER & SALTZMAN, LLC
20000 Horizon Way, Suite 900
Mt. Laurel, NJ 08054
856/813-1700
Attorneys for Plaintiff

FILED

MAY 25 2005

m/1:55/WS
William A. Shaw
Prothonotary

1 CENS. TO ATT

2 CENS. TO DEPTS.

Pluese, Becker & Saltzman, LLC

Attorneys At Law

20000 Horizon Way, Suite 900

Mt. Laurel, NJ 08054

Rob Saltzman, Esquire

Attorney ID NO.: 53957

856/813-1700

Attorney for Plaintiff

78240

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION

Plaintiff,

v.

LISA M. LEITHOLF a/k/a LISA M.
QUAIRIERE (Record Owner and
Mortgagor)
STEPHEN V. QUAIRIERE
(Mortgagor Only)

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 05-470-CD

**PRAECIPE TO ENTER JUDGMENT
AND
ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter Default Judgment in favor of Plaintiff, Wachovia Bank of Delaware, National Association, and against Defendant(s), Lisa M. Leitholf aka Lisa M. Quairiere and Stephen V. Quairiere, for failure to file an Answer to Plaintiff's Civil Action in Mortgage Foreclosure within the time provided for by applicable law from service thereof.

Service was made on the Defendant(s) by, Sheriff of Clearfield County as follows:

Lisa M. Leitholf aka Lisa M. Quairiere, served April 15, 2005

Stephen V. Quairiere, served April 15, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100366

NO. 05-470-CD

SERVICE # 1 OF 3

COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION

S.

DEFENDANT: LISA M. LEITHOLF aka LISA M. QUAIRIERE, STEPHEN V. QUAIRIERE

COPY

SHERIFF RETURN

NOW, April 15, 2005 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LISA M. LEITHOLF aka LISA M. QUAIRIERE DEFENDANT AT 168 TREASURE LAKE aka 424 HASTINGS ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LISA QUAIRIERE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

'E COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

DOCKET # 100366

NO: 05-470-CD

SERVICE # 2 OF 3

COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION

DEFENDANT: LISA M. LEITHOLF aka LISA M. QUAIRIERE, STEPHEN V. QUAIRIERE

SHERIFF RETURN

NOW, April 15, 2005 AT 10:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON
STEPHEN V. QUAIRIERE DEFENDANT AT 168 TREASURE LAKE aka 424 HASTINGS ROAD, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LISA QUAIRIERE, WIFE A TRUE AND ATTESTED
COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS
THEREOF.

SERVED BY: COUDRIET / DEHAVEN

Assess Damages as follows:

Total Demand in Complaint \$39,091.54

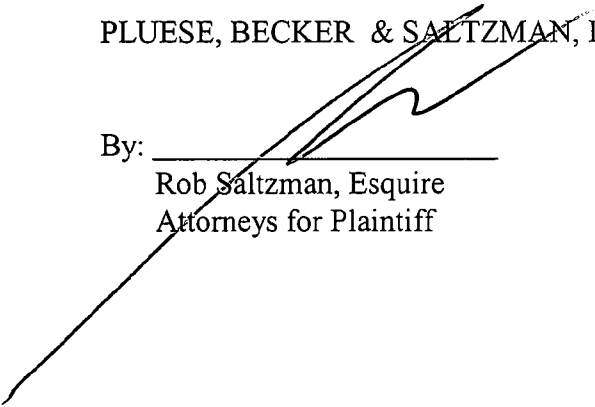
Interest due and owing at the rate of \$11.27 per diem from March 19, 2005 to

May 23, 2005 \$ 732.55

TOTAL JUDGMENT TO BE ENTERED

\$39,824.09

PLUESE, BECKER & SALTZMAN, LLC

By: 
Rob Saltzman, Esquire
Attorneys for Plaintiff

Pluese, Becker & Saltzman, LLC

Attorneys At Law
20000 Horizon Way, Suite 900
Mt. Laurel, NJ 08054
Rob Saltzman, Esquire
Attorney ID NO.: 53957
856/813-1700
Attorney for Plaintiff
78240

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION

Plaintiff,

v.

LISA M. LEITHOLF a/k/a LISA M.
QUAIRIERE (Record Owner and Mortgagor)
STEPHEN V. QUAIRIERE
(Mortgagor Only)

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No.: 05-470-CD

CERTIFICATION OF ADDRESSES

I, Marlo Washington, Paralegal, of the Law Firm of Pluese, Becker & Saltzman, LLC, Attorney for Plaintiff, Wachovia Bank of Delaware, National Association, hereby certify that the Plaintiff's correct address is 1100 Corporate Center Drive, Raleigh, NC 27607, and the last known address of each Defendant is as below.

Lisa M. Leitholf aka Lisa M. Quairiere, 1168 Treasure Lake aka 424 Hastings Road, Dubois, PA 15801
Stephen V. Quairiere, 1168 Treasure Lake aka 424 Hastings Road, Dubois, PA 15801

I certify that the foregoing information is true and correct to the best of my knowledge, information and belief.

Sworn to and Subscribed before
me this 23rd day
of May, 2005.

Dianne E. Dillon

PLUESE, BECKER & SALTZMAN, LLC

By: Marlo Washington
Marlo Washington, Paralegal

DIANNE E. DILLON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 2, 2009
ID # 21268

Attorneys At Law
20000 Horizon Way, Suite 900
Mt. Laurel, NJ 08054
856/813-1700
Rob Saltzman, Esquire
Attorney ID No.: 53957
Attorney for Plaintiff
78240

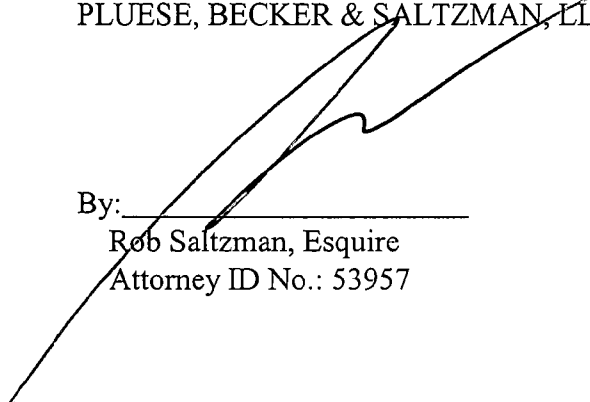
Defendants.

I, Rob Saltzman, Esquire, being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained either by or on behalf of the Plaintiff herein named and that such investigations and/or records indicate that the above-named Defendant(s) is/are not in the Military or Naval Service of the United States of America or its Allies as defined by 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: Lisa M. Leitholf aka Lisa M. Quairiere
Age: Over 18
Residence: 1168 Treasure Lake aka 424 Hastings Road, Dubois, PA 15801
Employment: Unknown

Defendant: Stephen V. Quairiere
Age: Over 18
Residence: 1168 Treasure Lake aka 424 Hastings Road, Dubois, PA 15801
Employment: Unknown

PLUESE, BECKER & SALTZMAN, LLC

By: 
Rob Saltzman, Esquire
Attorney ID No.: 53957

Sworn to and subscribed before me
this 23 day of May, 2005.



DIANNE E. DILLON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 2, 2009
ID # 21269

Pluese, Becker & Saltzman, LLC

Attorneys At Law
20000 Horizon Way, Suite 900
Mt. Laurel, NJ 08054
856/813-1700
Rob Saltzman, Esquire
Attorney ID No.: 53957
Attorneys for Plaintiff
78240

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION

Plaintiff,

v.

LISA M. LEITHOLF a/k/a LISA M.
QUAIRIERE (Record Owner and Mortgagor)
STEPHEN V. QUAIRIERE
(Mortgagor Only)

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO.: 05-470-CD

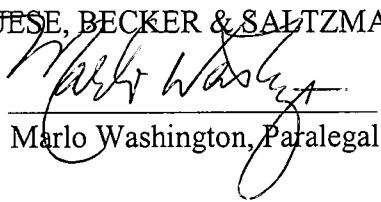
**CERTIFICATION
OF
MAILING**

I, Marlo Washington, Paralegal, of the Law Firm of Pluese, , Becker & Saltzman, LLC, Attorneys for Plaintiff, hereby certify that I forwarded to the following Defendant(s) on the date(s) listed, by regular mail, a copy of the Notice of Intention to take Default Judgment, Rule 237.1:

Lisa M. Leitholf aka Lisa M. Quairiere, 1168 Treasure Lake aka 424 Hastings Road, Dubois, PA 15801
Stephen V. Quairiere, 1168 Treasure Lake aka 424 Hastings Road, Dubois, PA 15801

PLUESE, BECKER & SALTZMAN, LLC

By:


Marlo Washington, Paralegal

PLUESE, BECKER & SALTZMAN, LLC

Attorneys At Law
20000 Horizon Way, Suite 900
Mt. Laurel, NJ 08054
(856) 813-1700
Attorneys for Plaintiff
78240

WACHOVIA BANK OF DELAWARE,
NATIONAL ASSOCIATION

Plaintiff,

v.

LISA M. LEITHOLF A/K/A LISA M.
QUAIRIERE (RECORD OWNER AND
MORTGAGOR)
STEPHEN V. QUAIRIERE
(MORTGAGOR)

Defendants

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY

: 55-470-CD

:

:

:

:

:

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

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 asserted against you. Unless you act within ten (10) days from the date of this Notice as set forth below, a Judgment may be entered against you without a hearing and you may lose your property or other important rights and may be liable for money damages. You should take this Notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108

1/800-692-7375
~~NOTIFICACION IMPORTANTE~~

Usted está en incumplimiento de su obligación legal de presentar, ya sea personalmente o por medio de su abogado, una declaración por escrito y por no haber presentado por escrito sus defensas a los cargos que se han presentado en su contra. Si usted no toma acción dentro de diez (10) días de la fecha de esta Notificación, se registrara una sentencia en su contra sin audiencia y usted podrá perder su propiedad u otros derechos importantes y podrá ser responsable por daños monetarios. Usted debe llevar esta Noticia a un abogado enseguida. Si no tiene abogado o no tiene dinero suficiente para tal servicio, vaya en persona o llame por teléfono a la oficina cuyo numero se encuentra abajo para conseguir asistencia legal.

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
1/800-692-7375

~~Date of Notice:~~

MAY 09, 2005

~~PERSONS SERVED:~~

LISA M. LEITHOLF A/K/A LISA M. QUAIRIERE
1168 TREASURE LAKE A/K/A 424 HASTINGS ROAD
DUBOIS PA 15801

STEPHEN V. QUAIRIERE
1168 TREASURE LAKE A/K/A 424 HASINTGS ROAD
DUBOIS, PA 15801

PLUESE, BECKER & SALTZMAN, LLC

By: 

Rob Saltzman, Esquire
Attorneys for Plaintiff

FILED

MAY 25 2005

William A. Shaw
Prothonotary

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

Wachovia Bank of Delaware, National
Association
Plaintiff(s)

No.: 2005-00470-CD

Real Debt: \$39,824.09

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Lisa M. Leitholf
Stephen V. Quairiere
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 25, 2005

Expires: May 25, 2010

Certified from the record this May 25, 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

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

Wachovia Bank of Delaware,
National Association
Plaintiff

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PA

: NO: 2005-00470-CD

Vs.

: PRAECIPE FOR WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Lisa M. Leitholf a/k/a
Lisa M. Quairiere
Stephen V. Quairiere
Defendant(s)

TO THE OFFICE OF THE PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	\$39,824.09	
Interest from 5/25/05 to sale date	\$	and Costs
at \$6.55 per diem		
Total	\$	

125.00

Prothonotary costs

Rob Saltzman, Esquire
20000 Horizon Way, Ste. 900
Mt Laurel, NJ 08054

Note: Please attach description of property.

FILED 10096 writs
m/1:42 PM to Shff
JUN 29 2005 Any pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts

No. 1000 No. 2005-00470-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Wachovia Bank of Delaware, National Association

Vs.

Lisa M. Leitholf a/k/a Lisa M. Quairiere
Stephen V. Quairiere

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

~~Attorney for Plaintiff~~

Address: 1168 Treasure Lake a/k/a 424 Hastings Road
Dubois, PA 15801

Where papers may be served

ALL THAT CERTAIN tract of land designated as Lot No. 70, Section No. 12 "Bon Aire" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Mis., Docket Map File No. 24, Excepting and reserving there from and subject to:

1. All easements, rights of way, reservations, restrictions and limitations, shown or Contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. ALL minerals and mining rights of every kind and nature
4. A lien for all unpaid charges or easements as may be made by Treasure Lake, Inc., its successors, or Treasure Lake Property Owners Associations, Inc., which lien shall run with the land and be an encumbrance against it.

Being Parcel No. 128-C02-012-00070-00-21

PLUESE, BECKER & SALTZMAN, LLC

By: Rob Saltzman, Esquire

Attorney I.D. #53957

20000 Horizon Way, Suite 900

Mount Laurel, NJ 08054

Phone: 856-813-1700

Attorney for Plaintiff

Wachovia Bank of Delaware, National Association
Plaintiff,

v.

Lisa M. Leitholf a/k/a Lisa M. Quairiere
Stephen V. Quairiere
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Docket #2005-00470-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

I, Rob Saltzman, Esquire, Attorney for Plaintiff, Wachovia Bank of Delaware, National Association, hereby certify that the last known address(es) of the Defendant(s) is/are as below:

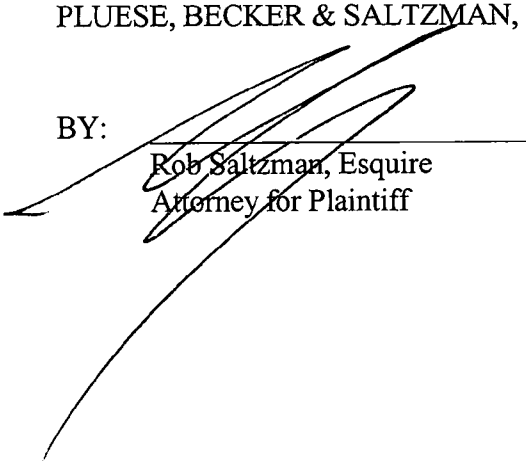
Lisa M. Leitholf a/k/a Lisa M. Quairiere, 1168 Treasure Lake a/k/a 424 Hastings Road, Dubois, PA 15801

Stephen V. Quairiere, 1168 Treasure Lake a/k/a 424 Hastings Road, Dubois, PA 15801

I certify that the foregoing information is true and correct to the best of my knowledge, information and belief.

Respectfully submitted,
PLUESE, BECKER & SALTZMAN, LLC

BY:


Rob Saltzman, Esquire
Attorney for Plaintiff

PLUESE, BECKER & SALTZMAN, LLC

By: Rob Saltzman, Esquire

Attorney I.D. #53957

20000 Horizon Way, Suite 900

Mount Laurel, NJ 08054

Phone: 856-813-1700

Attorney for Plaintiff

Wachovia Bank of Delaware, National Association
Plaintiff,

v.

Lisa M. Leitholf a/k/a Lisa M. Quairiere
Stephen V. Quairiere
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Docket #2005-00470-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Wachovia Bank of Delaware, National Association, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at **1168 Treasure Lake, Dubois, PA 15801**, Clearfield County, Pennsylvania, was true and correct to the best of its knowledge, information and belief.

1. Name and address of owner(s) or reputed owner (s):

Name	Address
Lisa M. Leitholf a/k/a Lisa M. Quairiere	1158 Treasure Lake a/k/a 424 Hastings Road Dubois, PA 15801
Stephen V. Quairiere	1168 Treasure Lake a/k/a 424 Hastings Road Dubois, PA 15801

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

Name	Address
SAME AS ABOVE	

3. Name and last 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
------	---------

Wachovia Bank of Delaware,
National Association
(Plaintiff)

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

Name	Address
------	---------

None.

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

Name	Address
------	---------

Clearfield County Domestic Relations Office	230 East Market Street Clearfield, PA 16830
---	--

Tax Collector	625 ¾ South Brady Street Dubois, PA 15801
---------------	--

Sandy Township	P.O. Box 267 Dubois, PA 15801
----------------	----------------------------------

FirstEnergy – GPU Energy	820 S. Fourth Street Clearfield, PA 16830
--------------------------	--

National Fuel Gas	225 Wayne Street – Regional Office Erie, PA 16507
-------------------	--

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

Name	Address
Tenant/Occupant	1168 Treasure Lake a/k/a 424 Hastings Road, Dubois, PA 15801

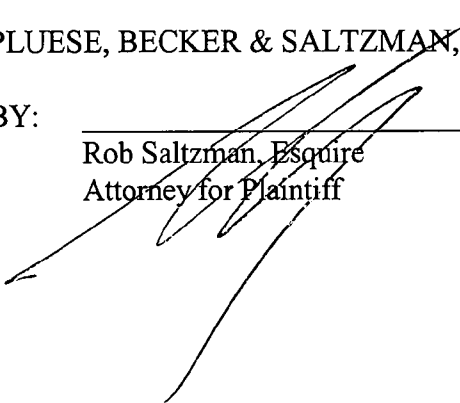
(attach separate sheet if more space is needed)

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. #4904 relating to unsworn falsification to authorities.

June 27, 2005
Date

PLUESE, BECKER & SALTZMAN, LLC

BY:



Rob Saltzman, Esquire
Attorney for Plaintiff

PLUESE, BECKER & SALTZMAN, LLC

By: Rob Saltzman, Esquire

Attorney I.D. #53957

20000 Horizon Way, Suite 900

Mount Laurel, NJ 08054

Phone: 856-813-1700

Attorney for Plaintiff

Wachovia Bank of Delaware, National Association
Plaintiff,

v.

Lisa M. Leitholf a/k/a Lisa M. Quairiere
Stephen V. Quairiere
Defendant(s).

Court of Common Pleas
Clearfield County

Docket #2005-00470-CD

CERTIFICATION AS TO THE SALE OF REAL PROPERTY

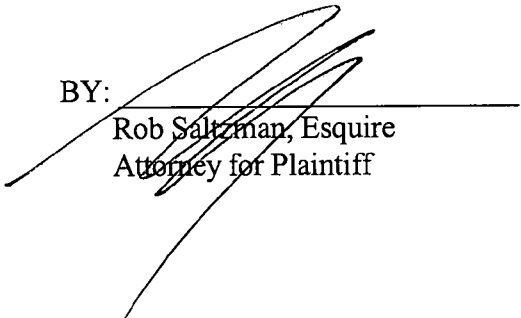
I, Rob Saltzman, Esquire hereby certify that I am the attorney of record for the Plaintiff, Wachovia Bank of Delaware, National Association in this action against real property and I further certify that this property is:

- () FHA – Tenant Occupied or Vacant
- () Commercial
- (X) That the Plaintiff has complied in all respects with Section 403 of the HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 which may include but is not limited to:
 - (a) Service of Notice of Defendant(s)
 - (b) Expiration of thirty days since the Service of Notice
 - (c) Defendant's failure to request or to appear at a face-to-face meeting with the Mortgagee or with a Consumer Credit Counseling Agency.
 - (d) Defendant's failure to file an application for financial assistance with the Pennsylvania Housing Finance Agency and/or the denial of such application.

I further agree to indemnify and hold harmless the Sheriff of Clearfield County for any willfully false material statements given herein.

Respectfully submitted,
PLUESE, BECKER & SALTZMAN, LLC

BY:


Rob Saltzman, Esquire
Attorney for Plaintiff

CERTIFICATE TO SHERIFF
(Please check appropriate square in each section)

SHERIFF'S OFFICE
Courthouse
230 E. Market Street
Clearfield, PA 16830

Wachovia Bank of Delaware, National Association
Plaintiff,
v.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Lisa M. Leitholf a/k/a Lisa M. Quairiere
Stephen V. Quairiere
Defendant

Docket #2005-00470-CD

I HEREBY CERTIFY THAT:

1. The judgment entered in the above matter is based mortgage foreclosure action.
2. The Defendant(s) own the property being exposed to sale as:
 - () An Individual
 - () Tenants by the entireties
 - (X) Joint tenants with rights of survivorship
 - () A Partnership
 - () Tenants in Common
 - () A Corporation

3. The Defendant(s) is (are):

- (X) Residents in the Commonwealth of Pennsylvania
- () Not resident in the Commonwealth of Pennsylvania
- () If more than one Defendant and either A or B above is not applicable, state which Defendants are residents of the Commonwealth of Pennsylvania.

Residents: _____


Dated: June 27, 2005

Respectfully submitted,
PLUESE, BECKER & SALTZMAN, LLC

BY: _____

Rob Saltzman, Esquire
Attorney for Plaintiff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183 and RULE 2357

 COPY

Wachovia Bank of Delaware,
National Association
Plaintiff

: COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PA

: NO: 2005-00470-CD

Vs.

Lisa M. Leitholf a/k/a
Lisa M. Quairiere
Stephen V. Quairiere
Defendant(s)

: WRIT OF EXECUTION
: (MORTGAGE FORECLOSURE)

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 1168 Treasure Lake, Dubois, PA 15801

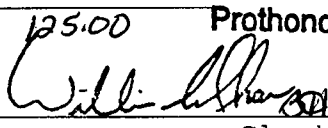
(see attached legal description)

Amount Due
Interest from 5/25/05 to Date
of Sale at \$6.55 per diem
Total

\$39.824.09

\$
\$ Plus Costs
125.00 Prothonotary costs

as endorsed


Clerk 6/29/05

No. 2005-00470-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

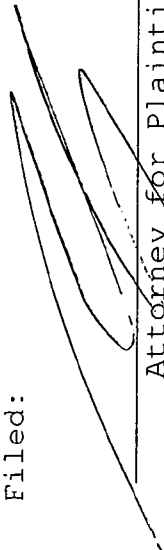
Wachovia Bank of Delaware, National Association

Vs.

Lisa M. Leitholf a/k/a Lisa M. Quairiere
Stephen V. Quairiere

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:



Attorney for Plaintiff

Address: 1168 Treasure Lake a/k/a 424 Hastings Road
Dubois, PA 15801

Where papers may be served

ALL THAT CERTAIN tract of land designated as Lot No. 70, Section No. 12 "Bon Aire" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Mis., Docket Map File No. 24, Excepting and reserving there from and subject to:

1. All easements, rights of way, reservations, restrictions and limitations, shown or Contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. ALL minerals and mining rights of every kind and nature
4. A lien for all unpaid charges or easements as may be made by Treasure Lake, Inc., its successors, or Treasure Lake Property Owners Associations, Inc., which lien shall run with the land and be an encumbrance against it.

Being Parcel No. 128-C02-012-00070-00-21

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20202
NO: 05-470-CD

PLAINTIFF: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION

vs.

DEFENDANT: LIAS M. LEITHOLF A/K/A LISA M. QUAIRIERE AND SEPTHEN V. QUAIRIERE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 06/29/2005

LEVY TAKEN 09/21/2005 @ 12:50 PM

POSTED 09/21/2005 @ 12:50 PM

SALE HELD 11/04/2005

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 02/13/2006

DATE DEED FILED **NOT SOLD**

FILED
0785284
FEB 14 2006
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

09/29/2005 @ 2:48 PM SERVED LISA M. LEITHOLF A/K/A LISA M. QUAIRIERE

SERVED LISA M. LEITHOLF A/K/A LISA M. QUAIRIERE, DEFENDANT, AT HER RESIDENCE 1168 TREASURE LAKE A/K/A 424 HASTINGS ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LISA M. LEITHOLF A/K/A LISA M. QUAIRIERE

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

@ SERVED STEPHEN V. QUAIRIERE

NOT SERVED OUT OF THE COUNTRY ACTIVE MILITARY.

@ SERVED

NOW, OCTOBER 11, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR NOVEMBER 4, 2005. NOW, FEBRUARY 13, 2006 RETURN WRIT AS SALE STAYED BY PLAINTIFF'S ATTORNEY. TIME EXPIRED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20202
NO: 05-470-CD

PLAINTIFF: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION

vs.

DEFENDANT: LIAS M. LEITHOLF A/K/A LISA M. QUAIRIERE AND SEPTHEN V. QUAIRIERE


Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$224.73

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,


Deputy Coroner Beth A. Henderson
Chester A. Hawkins
Sheriff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183 and RULE 2357

Wachovia Bank of Delaware, : COURT OF COMMON PLEAS
National Association : CLEARFIELD COUNTY, PA
Plaintiff :
Vs. : NO: 2005-00470-CD
Lisa M. Leitholf a/k/a : WRIT OF EXECUTION
Lisa M. Quairiere : (MORTGAGE FORECLOSURE)
Stephen V. Quairiere
Defendant(s)

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property (specifically described property below):

Premises: 1168 Treasure Lake, Dubois, PA 15801

(see attached legal description)

Amount Due	\$39,824.09	
Interest from 5/25/05 to Date	\$	
of Sale at \$6.55 per diem	\$	
Total	\$	Plus Costs
	125.00	Prothonotary costs

as endorsed

William L. [Signature]
Clerk

Received June 29, 2005 @ 3:45 P.M.
Chester A. Hawkins
By Cynthia Butler-Caplan

ALL THAT CERTAIN tract of land designated as Lot No. 70, Section No. 12 "Bon Aire" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Mis., Docket Map File No. 24, Excepting and reserving there from and subject to:

1. All easements, rights of way, reservations, restrictions and limitations, shown or Contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. ALL minerals and mining rights of every kind and nature
4. A lien for all unpaid charges or easements as may be made by Treasure Lake, Inc., its successors, or Treasure Lake Property Owners Associations, Inc., which lien shall run with the land and be an encumbrance against it.

Being Parcel No. 128-C02-012-00070-00-21

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME LISA M. LEITHOLF A/K/A LISA M. QUAIRIERE

NO. 05-470-CD

NOW, February 11, 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 November 04, 2005, I exposed the within described real estate of Lias M. Leitholf A/K/A Lisa M. Quairiere And Septhen V. Quairiere to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.44
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	18.43
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$224.73

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	39,824.09
INTEREST @ 6.5500	1,067.65
FROM 05/25/2005 TO 11/04/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$40,931.74

COSTS:

ADVERTISING	82.80
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	224.73
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$432.53

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

PLUESE, BECKER & SALTZMAN, LLC

Attorneys at Law

ROB SALTZMAN ♦
 RSaltzman@pbslaw.org

SANFORD J. BECKER
 SBecker@pbslaw.org

ROBERT T. PLUESE
 RPlues@pbslaw.org

ROBERT F. THOMAS ♦
 RThomas@pbslaw.org

20000 HORIZON WAY
 SUITE 900
 MT. LAUREL, NEW JERSEY 08054-4318
 (856) 813-1700
 FACSIMILE: (856) 813-1720

PENNSYLVANIA OFFICE:
 425 COMMERCE DRIVE, SUITE 100
 FORT WASHINGTON, PA. 19034
 (215) 546-3205

OF COUNSEL:

Katz, Fein & Levine, P.C.

The Law Offices of Barbara A. Fein, P.C. ♦

♦ PA and NJ Bars

Please reply to:
 Mt. Laurel, New Jersey

TELECOPIER TRANSMITTAL SHEET

DATE: October 11, 2005
 TO: Cindy
 COMPANY: Clearfield County Sheriff's Office
 FAX NO.: 1-814-765-5915
 FROM: Joseph Giuliano, Legal Assistant to Rob Saltzman
 SENDER'S FAX NO.: 1-856-813-1720

RE: Wachovia Bank et al.
 v. Lisa M. Leitholf a/k/a Lisa M. Quairiere and Stephen V. Quairiere
 Property: 1168 Treasure Lake, Dubois, PA 15801
 Docket #: 2005-00470-CD

NUMBER OF PAGES INCLUDING COVER SHEET: 1

Dear Cindy:

Please stay the above-referenced Sheriff's Sale scheduled for November 4, 2005.

If you are in need of any further information, please feel free to contact me at (856) 813-1700 ext. 241.

CONFIDENTIALITY NOTE

The documents accompanying this telecopy transmission contain information from the law firm of Pluese, Becker and Saltzman, LLC which is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named in this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited, and that the documents should be returned to this firm immediately. In this regard, if you have received this telecopy in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you.

PRAECIPE FOR WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)
P.R.C.P. 3180-3183

**Wachovia Bank of Delaware,
National Association,
Plaintiff**

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

v.

DOCKET NO.: 05-470-CD

**Lisa M. Leitholf a/k/a Lisa M. Quairiere
(Record Owner and Mortgagor)
Stephen V. Quairiere (Mortgagor Only)
Defendant(s)**

To the Prothonotary:

Issue Writ of Execution in the above matter:

AMOUNT DUE	\$39,824.09
INTEREST	
From 5/26/05 to Date of Sale	\$ _____
@ \$6.55 per diem	
TOTAL DUE:	\$ _____
(Costs to be added)	


Prothonotary costs 145.-

Date: June 6, 2007

Rob Saltzman, Esquire
Attorney for Plaintiff
20000 Horizon Way, Suite 900
Mount Laurel, NJ 08054
(856) 813-1700
Attorney ID No.: 53957

Note: Please furnish description of Property.

Our File #78240

FILED 
JUN 08 2007
m/1:30/444
William A. Shaw
Prothonotary/Clerk of Courts
1 CERT. TO SHEN
w 6 units

No.: 05-470-CD

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

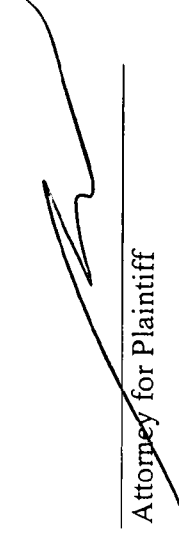
Wachovia Bank of Delaware, National Association,

v.

Lisa M. Leitholf a/k/a Lisa M. Quairiere (Record Owner and Mortgagor)
Stephen V. Quairiere (Mortgagor Only)

**PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)**

Filed:



Attorney for Plaintiff

Address: 1168 Treasure Lake a/k/a Hastings Road, Dubois, PA 15801

Where papers may be served.

ALL THAT CERTAIN tract of land designated as Lot No. 70, Section No. 12 "Bon Aire" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Mis., Docket Map File No. 24, Excepting and reserving there from and subject to:

1. All easements, rights of way, reservations, restrictions and limitations, shown or Contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. ALL minerals and mining rights of every kind and nature
4. A lien for all unpaid charges or easements as may be made by Treasure Lake, Inc., its successors, or Treasure Lake Property Owners Associations, Inc., which lien shall run with the land and be an encumbrance against it.

Being Parcel No. 128-C02-12-70-21

Wachovia Bank of Delaware,
National Association,
Plaintiff

v.

Lisa M. Leitholf a/k/a Lisa M. Quairiere
(Record Owner and Mortgagor)
Stephen V. Quairiere (Mortgagor Only)
Defendant(s)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

WRIT OF EXECUTION
(Mortgage Foreclosure)

DOCKET NO.: 05-470-CD

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and cost in the above matter you are directed to levy
upon and sell the following described property:

1168 Treasure Lake, Dubois, PA 15801
(see legal description attached)

AMOUNT DUE \$39,824.09

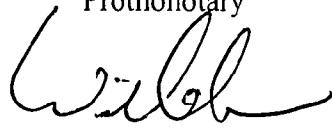
INTEREST \$ _____
From 5/26/05 to Date of Sale
@ \$6.55 per diem

TOTAL DUE: \$ _____
Plus costs per endorsement hereon

Prothonotary Costs \$145.-

Dated: June 8, 2007

(SEAL)

Prothonotary

By: _____
~~Deputy~~

No. 05-470-CD

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

Wachovia Bank of Delaware, National Association,

vs.

Lisa M. Leitholf a/k/a Lisa M. Quairiere (Record Owner and Mortgage)
Stephen V. Quairiere (Mortgagor Only)


**WRIT OF EXECUTION
(Mortgage Foreclosure)**

Costs

Prothy. Pd.

Judgment Fee

Satisfaction Fee


Rob Saltzman, Esquire
Attorney for Plaintiff

Address: 1168 Treasure Lake a/k/a Hastings Road, Dubois, PA 15801

Where papers may be served.

Our File #78240

ALL THAT CERTAIN tract of land designated as Lot No. 70, Section No. 12 "Bon Aire" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Mis., Docket Map File No. 24, Excepting and reserving there from and subject to:

1. All easements, rights of way, reservations, restrictions and limitations, shown or Contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. ALL minerals and mining rights of every kind and nature
4. A lien for all unpaid charges or easements as may be made by Treasure Lake, Inc., its successors, or Treasure Lake Property Owners Associations, Inc., which lien shall run with the land and be an encumbrance against it.

Being Parcel No. 128-C02-12-70-21

PLUESE, BECKER & SALTZMAN, LLC

By: Rob Saltzman, Esquire

Attorney I.D. #53957

20000 Horizon Way, Suite 900

Mount Laurel, NJ 08054

Phone: 856-813-1700

Attorney for Plaintiff

Wachovia Bank of Delaware, National Association,
Plaintiff,

v.

Lisa M. Leitholf a/k/a Lisa M. Quairiere
(Record Owner and Mortgagor)
Stephen V. Quairiere (Mortgagor Only),
Defendant(s).

Court of Common Pleas
Clearfield County

Docket #05-470-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

I, Rob Saltzman, Esquire, Attorney for Plaintiff, Wachovia Bank of Delaware, National Association,, hereby certify that the last known address(es) of the Defendant(s) is/are as below:

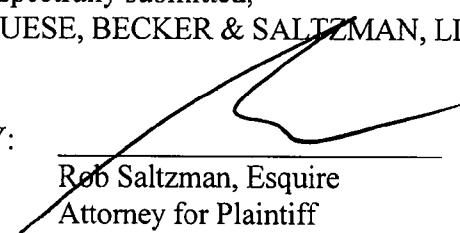
Lisa M. Leitholf a/k/a Lisa M. Quairiere (Record Owner and Mortgagor)
1168 Treasure Lake a/k/a Hastings Road, Dubois, PA 15801

Stephen V. Quairiere (Mortgagor Only)
1168 Treasure Lake a/k/a Hastings Road, Dubois, PA 15801

I certify that the foregoing information is true and correct to the best of my knowledge, information and belief.

Respectfully submitted,
PLUESE, BECKER & SALTZMAN, LLC

BY:



Rob Saltzman, Esquire
Attorney for Plaintiff

PLUESE, BECKER & SALTZMAN, LLC

By: Rob Saltzman, Esquire

Attorney I.D. #33957

20000 Horizon Way, Suite 900

Mount Laurel, NJ 08054

Phone: 856-813-1700

Attorney for Plaintiff

Wachovia Bank of Delaware, National Association,
Plaintiff,

v.

Lisa M. Leitholf a/k/a Lisa M. Quairiere
(Record Owner and Mortgagor)
Stephen V. Quairiere (Mortgagor Only),
Defendant(s).

Court of Common Pleas
Clearfield County

Docket #05-470-CD


CERTIFICATION AS TO THE SALE OF REAL PROPERTY

I, Rob Saltzman, Esquire hereby certify that I am the attorney of record for the Plaintiff, Wachovia Bank of Delaware, National Association, in this action against real property and I further certify that this property is:

- () FHA – Tenant Occupied or Vacant
- () Commercial
- (X) That the Plaintiff has complied in all respects with Section 403 of the HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 which may include but is not limited to:
 - (a) Service of Notice of Defendant(s)
 - (b) Expiration of thirty days since the Service of Notice
 - (c) Defendant's failure to request or to appear at a face-to-face meeting with the Mortgagee or with a Consumer Credit Counseling Agency.
 - (d) Defendant's failure to file an application for financial assistance with the Pennsylvania Housing Finance Agency and/or the denial of such application.

I further agree to indemnify and hold harmless the Sheriff of Clearfield County for any willfully false material statements given herein.

Respectfully submitted,
PLUESE, BECKER & SALTZMAN, LLC

BY: 
Rob Saltzman, Esquire
Attorney for Plaintiff

CERTIFICATE TO SHERIFF
(Please check appropriate square in each section)

SHERIFF'S OFFICE
Courthouse
230 E. Market Street
Clearfield, PA 16830

Wachovia Bank of Delaware, National
Association,
Plaintiff,

Court of Common Pleas
Clearfield County

v.

Lisa M. Leitholf a/k/a Lisa M. Quairiere
(Record Owner and Mortgagor)
Stephen V. Quairiere (Mortgagor Only),
Defendant(s).

Docket #05-470-CD

I HEREBY CERTIFY THAT:

1. The judgment entered in the above matter is based mortgage foreclosure action.
2. The Defendant(s) own the property being exposed to sale as:

- ☒ An Individual
- ☐ Tenants by the entireties
- ☐ Joint tenants with rights of survivorship
- ☐ A Partnership
- ☐ Tenants in Common
- ☐ A Corporation

3. The Defendant(s) is (are):

- ☒ Residents in the Commonwealth of Pennsylvania
- ☐ Not resident in the Commonwealth of Pennsylvania
- ☐ If more than one Defendant and either A or B above is not applicable, state which Defendants are residents of the Commonwealth of Pennsylvania.

Residents: _____

Respectfully submitted,
PLUESE, BECKER & SALTZMAN, LLC

BY: _____

Rob Saltzman, Esquire
Attorney for Plaintiff

Dated: June 6, 2007

PLUESE, BECKER & SALTZMAN, LLC

By: Rob Saltzman, Esquire

Attorney I.D. #53957

20000 Horizon Way, Suite 900

Mount Laurel, NJ 08054

Phone: 856-813-1700

Attorney for Plaintiff

Wachovia Bank of Delaware, National Association,
Plaintiff,

v.

Lisa M. Leitholf a/k/a Lisa M. Quairiere
(Record Owner and Mortgagor)
Stephen V. Quairiere (Mortgagor Only),
Defendant(s).

Court of Common Pleas
Clearfield County

Docket #05-470-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Wachovia Bank of Delaware, National Association, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at **1168 Treasure Lake, Dubois, PA 15801**, Clearfield County, Pennsylvania, was true and correct to the best of its knowledge, information and belief.

1. Name and address of owner(s) or reputed owner (s):

Name	Address
Lisa M. Leitholf a/k/a Lisa M. Quairiere (Record Owner and Mortgagor)	1168 Treasure Lake a/k/a Hastings Road Dubois, PA 15801
Stephen V. Quairiere (Mortgagor Only)	1168 Treasure Lake a/k/a Hastings Road Dubois, PA 15801

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

Name	Address
------	---------

SAME AS ABOVE

3. Name and last 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
------	---------

Wachovia Bank of Delaware, National Association,
(Plaintiff)

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

Name	Address
------	---------

None.

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

Name	Address
------	---------

Clearfield Co. Dept. of Domestic Relations	230 E. Market Street Clearfield, PA 16830
---	--

Commonwealth of Pennsylvania Department of Welfare	P.O. Box 2675 Harrisburg, PA 17105
---	---------------------------------------

Commonwealth of PA 6 th Floor, Strawberry Square Bureau of Individual Tax Inheritance Tax Division Attn: John Murphy	Dept. 280601 Harrisburg, PA 17128
---	--------------------------------------

Internal Revenue Service Federal Estate Tax Special Procedure Branch	P.O. Box 12051 Philadelphia, PA 19105
--	--

Dept. of Public Welfare T.P.L. Casualty Unit Estate Recovery Program	P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105
--	--

Sandy Township	P.O. Box 267 Dubois, PA 15801
----------------	----------------------------------

Sandy Township Municipal Authority	P.O. Box 267 Dubois, PA 15801
------------------------------------	----------------------------------

Tax Collector – Lee Ann Collins	625 ¾ South Brady Street Dubois, PA 15801
---------------------------------	--

FirstEnergy – GPU Energy	820 S. Fourth Street Clearfield, PA 16830
--------------------------	--

National Fuel Gas

225 Wayne Street – Regional Office
Erie, PA 16507

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

Name	Address
Tenant/Occupant	1168 Treasure Lake Dubois, PA 15801

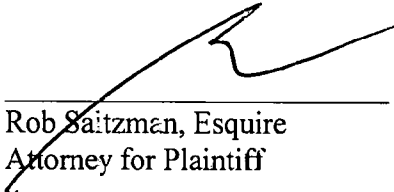
(attach separate sheet if more space is needed)

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. #4904 relating to unsworn falsification to authorities.

June 6, 2007
Date

PLUESE, BECKER & SALTZMAN, LLC

BY:



Rob Saltzman, Esquire
Attorney for Plaintiff

PLUESE, BECKER & SALTZMAN, LLC

Attorneys At Law

Rob Saltzman, Esquire / I.D. No. 53957

20000 Horizon Way Suite 900

Mt Laurel, New Jersey 08054

(856) 813-1700

Attorney for Plaintiff

WACHOVIA BANK OF DELAWARE
NATIONAL ASSOCIATION,

Plaintiff,

v.

LISA M. LEITHOLF A/K/A

LISA M. QUAIRIERE

STEPHEN V. QUARIERE,

Defendant(s).

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Docket 2005-00470-CD

FILED NO CC
m/f:10/01
AUG 23 2007
GK

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT PURSUANT TO Pa R.C.P. 3129.2

Joseph Giuliano, of full age, being duly sworn, deposes and states the following:

1. I am a Legal Assistant with the firm of Pluese, Becker & Saltzman, LLC, local counsel to the Plaintiff in the above-referenced mortgage foreclosure action. I make this Certification predicated upon personal knowledge, matters of record and documents maintained in our firm's file.

2. Diligent efforts have been made to identify all persons/entities holding mortgages, judgments, liens, or other interest in the subject premises of the foreclosure proceeding. The efforts made include, but are not limited to a review of the Court dockets and those interests or encumbrances disclosed by the records of the Recorder of Deeds Office in the County wherein the subject property is located. Due to circumstances beyond Plaintiff's control, such land records are accurate and report liens or interests recorded through the applicable "cover" or "board" date

only, and it is not possible to ascertain the identity of any subordinate lienors whose interests have been recorded after the said cover date.


3. All persons/entities holding mortgages, judgments, liens or other interest in the subject premises, and as limited by the circumstances hereinbefore described, have been provided Notice(s) of Sheriff's Sale. See Exhibit "A", Notice of Sheriff's Sale.

4. The Notice(s) of Sheriff's Sale herein was (were) duly served upon the recipients in accordance with Pennsylvania Rule of Civil Procedure 3129 and/or pursuant to an Order for Alternate Service by posting the subject property and as otherwise stated in the annexed Affidavit of Service. See Proof(s) of Mailing and/or Order and/or Affidavit(s) of Service annexed, collectively marked Exhibit "B."

I hereby declare that the foregoing statements are true and correct to the best of my knowledge, information and belief. I am aware that if the foregoing statements are willfully false, I am subject to punishment.

Respectfully Submitted,

Pluese, Becker & Saltzman, LLC

By: 
Joseph Giuliano, Legal Assistant
Pluese, Becker & Saltzman, LLC

Date: August 22, 2007

EXHIBIT "A"

PLUESE, BECKER & SALTZMAN, LLC

Attorneys at Law

ROB SALTZMAN •
RSaltzman@phslaw.org

SANFORD J. BECKER
SBecker@phslaw.org

ROBERT T. PLUESE
RPluese@phslaw.org

ROBERT F. THOMAS •
RThomas@phslaw.org

20000 HORIZON WAY
SUITE 900
MT. LAUREL, NEW JERSEY 08054-4318
(856) 813-1700
FACSIMILE: (856) 813-1720

PENNSYLVANIA OFFICE:
425 COMMERCE DRIVE, SUITE 100
FORT WASHINGTON, PA. 19034
(215) 546-3205

OF COUNSEL:

Katz, Ettin & Levine, P.C.

The Law Offices of
Barbara A. Fein, P.C. •

• PA and NJ Bars

Please reply to:
Mt. Laurel, New Jersey

NOTICE OF CLEARFIELD COUNTY SHERIFF'S SALE

To: All Interested Parties, identified in the Annexed Affidavit

**Re: Wachovia Bank of Delaware, National Association,
v. Lisa M. Leitholf a/k/a Lisa M. Quairiere (Record Owner and Mortgagor)
and Stephen V. Quairiere (Mortgagor Only)**

Docket No. 05-470-CD

Property: 1168 Treasure Lake, Dubois, PA 15801

Please be advised that the above-referenced property (and any improvements thereon) is scheduled to be sold by the Clearfield County Sheriff's Department on September 7, 2007 at 10:00 AM at the Clearfield County Courthouse, 230 E. Market Street, Clearfield, PA 16830. This sale is scheduled pursuant to a Final Judgment in Mortgage Foreclosure entered in the amount of \$39,824.09 in the Court of Common Pleas for Clearfield County.

Our records indicate that you may have an interest in or judgment encumbering the mortgaged property which may be extinguished (removed) by the sale. You may wish to attend the sale or otherwise act to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after the sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule. You may call the Clearfield County Sheriff's Department at (814) 765-2641 ext. 5985 for the date on which the distribution schedule will be posted.

Sincerely,

Rob Saltzman

By: _____

Rob Saltzman, Esquire
Attorney for Plaintiff

EXHIBIT "B"

Name and Address of Sender
Pluses, Becker & Saltzman, LLC
20000 Horizon Way
Suite 900
Mt Laurel, NJ 08054

Check type of mail or service:

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

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

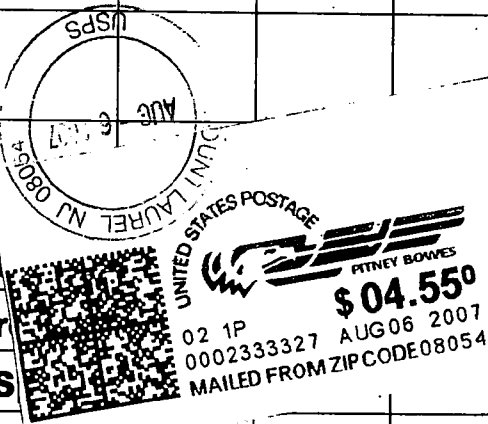
Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	Lisa M. Leitolf/a/k/a Lisa M. Quairiere 1168 Treasure Lake a/k/a Hastings Road Dubois, PA 15801											
2.	Stephen V. Quairiere 1168 Treasure Lake a/k/a Hastings Road Dubois, PA 15801											
3.	Clearfield County Dept of Domestic Relations 230 E. Market Street Clearfield PA 16830											
4.	Commonwealth of PA Dept of Welfare PO Box 2675 Harrisburg, PA 17105											
5.	Commonwealth of PA 6th Fl., Strawberry Square Bureau of Individual Tax, Inheritance Tax Division Attn: John Murphy, Dept. 280601 Harrisburg, PA 17128											
6.	Internal Revenue Service Federal Estate Tax Special Procedure PO Box 12051 Philadelphia, PA 19105											
7.	Dept. Of Public Welfare, T.P.L. Casualty Unit Estate Recovery Program PO Box 8486 Willow Oak Building Harrisburg, PA 17105											
8.	Sandy Township PO Box 267 Dubois, PA 15801											
Total Number of Pieces Listed by Sender	13	Total Number of Pieces Received at Post Office	13	Postmaster, Per Name of receiving employee								

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

Complete by Typewriter, Ink or Ball Point Pen

See Privacy Act Statement on Reverse

Delivery Confirmation
Signature



Restricted Delivery
Return Receipt

Name and Address of Sender
Pluse, Becker & Salzman, LLC
20000 Horizon Way
Suite 900
Mt. Laurel, NJ 08054

Check type of mail or service:

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

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

Article Number	Addressee (Name, Street, City State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Quairiere # 78240	Sandy Township Municipal Authority PO Box 267 Dubois, PA 15801											
2.	Tax Collector - Lee Ann Collins 625 3/4 South Brady Street Dubois PA 15801											
3.	First Energy-GPU Energy 820 South Fourth Street Clearfield, PA 16830											
4.	National Fuel Gas 225 Wayne Street- Regional Office Erie, PA 16507											
5.	Tenant/Occupant 1168 Treasure Lake Dubois, PA 15801											
6.												
7.												
8.												

USPS
AUG - 6 - 2007
MOUNT LAUREL NJ 08054

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Total Number of Pieces
Listed by Sender

Total Number of Pieces
Received at Post Office

Postmaster, Per (Name of receiving employee)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20603
NO: 05-470-CD

PLAINTIFF: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION
vs.
DEFENDANT: LISA M. LEITHOLF A/K/A LISA M. QUAIRIERE AND STEPHEN V. QUAIRIERE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 6/8/2007

LEVY TAKEN 7/9/2007 @ 10:28 AM

POSTED 8/20/2007 @ 10:21 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/7/2008

DATE DEED FILED NOT SOLD

FILED

9/9:00 am
JAN 07 2008

William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

8/20/2007 @ 10:21 AM SERVED LISA M. LEITHOLF A/K/A LISA M. QUAIRIERE

SERVED LISA M. LEITHOLF A/K/A LISA M. QUAIRIERE, DEFENDANT, AT HER RESIDENCE 1168 TREASURE LAKE A/K/A 424 HASTINGS ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LISA M. LEITHOLF A/K/A LISA M. QUAIRIERE

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.

8/20/2007 @ 10:21 AM SERVED STEPHEN V. QUAIRIERE

SERVED STEPHEN V. QUAIRIERE, DEFENDANT, AT HIS RESIDENCE 1168 TREASURE LAKE A/K/A 242 HASTINGS ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LISA M. LEITHOLF A/K/A LISA QUAIRIERE, WIFE/CO-DEFENDANT

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

@ SERVED

NOW, AUGUST 28, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY STAY THE SHERIFF SALE SCHEDULED FOR AUGUST 3, 2007. THE SALE WAS ACTUALLY SCHEDULED FOR SEPTEMBER 7, 2007.

@ SERVED

NOW, SEPTEMBER 6, 2007 RECEIVED A CORRECTED FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 7, 2007. THE SUM OF \$20,000.00 WAS RECEIVED TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20603
NO: 05-470-CD

PLAINTIFF: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION

VS.

DEFENDANT: LISA M. LEITHOLF A/K/A LISA M. QUAIRIERE AND STEPHEN V. QUAIRIERE


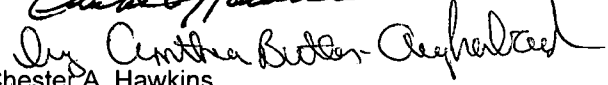
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$680.50

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

Wachovia Bank of Delaware,
National Association,
Plaintiff

v.

Lisa M. Leitholf a/k/a Lisa M. Quairiere
(Record Owner and Mortgagor)
Stephen V. Quairiere (Mortgagor Only)
Defendant(s)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

WRIT OF EXECUTION
(Mortgage Foreclosure)

DOCKET NO.: 05-470-CD

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 AND Rule 3257

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and cost in the above matter you are directed to levy
upon and sell the following described property:

1168 Treasure Lake, Dubois, PA 15801
(see legal description attached)

AMOUNT DUE \$39,824.09

INTEREST \$ _____
From 5/26/05 to Date of Sale
@ \$6.55 per diem

TOTAL DUE: \$ _____
Plus costs per endorsement hereon

Prothonotary costs 145.—

Dated: June 8, 2007

Prothonotary

By: [Signature]
Deputy

(SEAL)

Our File #78240

Received this writ this 8th day
of JUNE A.D. 2007
At 3:00 A.M./P.M.

[Signature]
Sheriff By Cynthia Butler - [Signature]

ALL THAT CERTAIN tract of land designated as Lot No. 70, Section No. 12 "Bon Aire" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Mis., Docket Map File No. 24, Excepting and reserving there from and subject to:

1. All easements, rights of way, reservations, restrictions and limitations, shown or Contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. ALL minerals and mining rights of every kind and nature
4. A lien for all unpaid charges or easements as may be made by Treasure Lake, Inc., its successors, or Treasure Lake Property Owners Associations, Inc., which lien shall run with the land and be an encumbrance against it.

Being Parcel No. 128-C02-12-70-21

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME LISA M. LEITHOLF A/K/A LISA M. QUAIRIERE

NO. 05-470-CD

NOW, January 05, 2008, 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 Lisa M. Leitholf A/K/A Lisa M. Quairiere And Stephen V. Quairiere 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 \$20,000.00 and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	400.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	73.72
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	20,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$680.50

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	39,824.09
INTEREST @ 6.5500	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$39,864.09

COSTS:

ADVERTISING	1,110.45
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	680.50
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$2,079.95

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

PLUESE, BECKER & SALTZMAN, LLC

Attorneys at Law

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2000 HORIZON WAY
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MT. LAUREL, NEW JERSEY 08054-4318
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FACSIMILE: (856) 813-1720

PENNSYLVANIA OFFICE:
425 COMMERCE DRIVE, SUITE 100
FORT WASHINGTON, PA 19034
(215) 546-3205

OF COUNSEL:

Katz, Ettin & Levine, P.C.

The Law Offices of Barbara A. Fein, P.C. ♦

♦ PA and NJ Bars

Please reply to:
Mt. Laurel, New Jersey

TELECOPIER TRANSMITTAL SHEET

DATE: August 28, 2007
TO: Cindy
COMPANY: Clearfield County Sheriff's Office
FAX NO.: 1-814-765-5915
FROM: Joseph Giuliano, Legal Assistant to Rob Saltzman
SENDER'S FAX NO.: 1-856-813-1720

RE: Wachovia Bank et al. v. Quairiere
Property: 1168 Treasure Lake, Dubois, PA 15801
Docket #: 05-470-CD

NUMBER OF PAGES INCLUDING COVER SHEET: 1

Dear Cindy:

Please Stay the August 3, 2007 Sheriff's Sale. The amount received to be provided shortly.

If you are in need of any further information, please feel free to contact me at (856) 813-1700 ext. 241.

CONFIDENTIALITY NOTE

The documents accompanying this telecopy transmission contain information from the law firm of Pluese, Becker and Saltzman, LLC which is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named in this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited, and that the documents should be returned to this firm immediately. In this regard, if you have received this telecopy in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you.

PLUESE, BECKER & SALTZMAN, LLC

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PLUESE, BECKER & SALTZMAN, LLC

Attorneys at Law

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The Law Offices of Barbara A. Fein, P.C. •

• PA and NJ Bars

Please reply to:
Mt. Laurel, New Jersey**TELECOPIER TRANSMITTAL SHEET**

DATE: September 11, 2007
TO: Cindy
COMPANY: Clearfield County Sheriff's Office
FAX NO.: 1-814-765-5915
FROM: Joseph Giuliano, Legal Assistant to Rob Saltzman
SENDER'S FAX NO.: 1-856-813-1720

RE: Wachovia Bank et al. v. Quairiere
Property: 1168 Treasure Lake, Dubois, PA 15801
Docket #: 05-470-CD

NUMBER OF PAGES INCLUDING COVER SHEET: 1

Dear Cindy:

Please Stay the August 3, 2007 Sheriff's Sale. The amount of \$20,000.00 was received.**If you are in need of any further information, please feel free to contact me at (856) 813-1700 ext. 241.****CONFIDENTIALITY NOTE**

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