

05-595-CD

Sovereign Bank et al v. Larry Kephart et al

Sovereign Bank et al v. Larry Kephart et
2005-595-CD

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

SOVEREIGN BANK, F.S.B., successor in
interest to Waypoint Bank,)
Plaintiff)
vs.)
LARRY J. KEPHART, JR., and MARIEL E.)
KEPHART, Husband and Wife,)
Defendants)

FILED *Att'y d.*
NO. 05-595 CS *m/23/05* *APR 25 2005* *2005M*

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFICE LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVOD MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641 EXT 5982

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTOWN, PA 18195-1014
(610) 530-7500

PIOSA REILLY & CAPEHART

By: *Thomas A. Capehart*
Thomas A. Capehart, Esquire
Attorney for Plaintiff
Attorney I. D. No. 57440

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

SOVEREIGN BANK, F.S.B., successor in interest to Waypoint Bank, Plaintiff vs. LARRY J. KEPHART, JR., and MARIEL E. KEPHART, Husband and Wife, Defendants))))) NO.))))) MORTGAGE FORECLOSURE)))))

COMPLAINT

AND NOW, comes the Plaintiff, Sovereign Bank, F.S.B., successor in interest to Waypoint Bank, by and through its attorney, Thomas A. Capehart, Esquire, and avers a cause of action of which the following is a statement:

1. The Plaintiff, Sovereign Bank, F.S.B., Mortgagee, is a Federal Savings Bank with a principal office located at 601 Penn Street, Reading, Berks County, Pennsylvania 19601.
2. The Defendants, Larry J. Kephart, Jr. and Mariel E. Kephart are adult individuals currently residing at 62 Chestnut Street, Madera, Pennsylvania 16661.
3. The Defendants are the owners of record of the premises known as Box 460 Chestnut Street, a/k/a 62 Chestnut Street, Madera, Bigler Township, Clearfield County, Pennsylvania, and more fully described in Exhibit "A" which is attached hereto and incorporated herein (the "Premises").
4. On March 29, 2002, Defendants executed and delivered a Mortgage to Plaintiff upon the Premises, which Mortgage was recorded on April 17, 2002 in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, at Mortgage

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Document ID No. 200205932, et. seq. (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto, marked as Exhibit "B", and incorporated herein.

5. The Mortgage has not been assigned by the Plaintiff.

6. The Mortgage was given as collateral security for a loan to the Defendants as evidenced by an Installment Note and Security Agreement executed by the Defendants on March 29, 2002 in the principal amount of Forty-one Thousand Seven Hundred Seventy-eight Dollars and Forty-three Cents (\$41,778.43) (the "Note"). A true and correct copy of the Note is attached hereto, marked as Exhibit "C", and incorporated herein.

7. The Mortgage is in default because the Defendants have failed to make monthly payments of principal and interest due under the terms of the Note and the Mortgage since April 3, 2004.

8. Because of the aforesaid default, on or about March 2, 2005, an Act 91 Notice to Take Action to Save Your Home From Foreclosure was mailed to the Defendants by certified mail, return receipt requested, wherein Plaintiff demanded that the Defendants make a payment of \$5,890.55 as required by the Mortgage in order to cure the aforesaid default. A true and correct copy of the said Act 91 Notice is attached hereto and marked as Exhibit "D", and incorporated herein.

9. A copy of the Verification Notice pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. Section 1692, is attached hereto, marked as Exhibit "E" and incorporated herein.

10. The Defendants have failed to pay the amount demanded in the Act 91 Notice in order to cure the said default.

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11. Pursuant to the Mortgage, Plaintiff is permitted to recover reasonable attorney's fees as part of this Mortgage Foreclosure Action. Plaintiff anticipates the legal fees in this matter will be One Thousand One Hundred Five Dollars (\$1,105.00).

14. As a result of the default which occurred on April 3, 2004 and since the mailing of the Act 91 Notice, the following amounts are now due pursuant to the terms of the Mortgage:

(a)	Principal	\$40,717.29
(b)	Interest to 04/15/05	4,493.58
(c)	Late Charges	806.02
(d)	Escrow Due	420.00
(e)	Satisfaction Fees	28.50
(e)	Attorney's Fees & Costs	<u>1,105.00</u>
	TOTAL	<u>\$47,570.39</u>

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendants in the amount of \$47,570.39, plus interest from April 15, 2005, late charges, escrow advances, costs of foreclosure and sale of the mortgaged property and costs of this proceeding and reasonable attorney's fees as provided the Note and Mortgage.

PIOSA, REILLY & CAPEHART

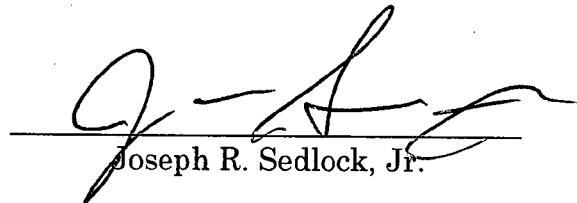
By: 

Thomas A. Capehart, Esquire
Attorney for Plaintiff
I. D. No. 57440

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTOWN, PA 18195-1014
(610) 530-7500

VERIFICATION

I, JOSEPH R. SEDLOCK, JR, state that I am the Vice President of Sovereign Bank, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said Sovereign Bank, and verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



A handwritten signature in black ink, appearing to read "J. R. Sedlock, Jr." It is written in a cursive, flowing style with a horizontal line underneath the signature.

Dated: April 20, 2005

ALL THOSE CERTAIN lots situate in the Jerry Megarty Addition to Lawton Town Plot in the Village of Madera, Township of Bigler, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the Southwest corner of Lot No. 9 on the North side of Hickory Street; thence along the line of Hickory Street South 70 degrees 20 minutes West 150 feet to corner on the line of New York Central right of way; thence along New York Central right of way line by a curve in a Northwesterly direction 234 feet to corner on New York Central right of way line; thence along the land of Robert Shoff North 78 degrees 58 minutes East 188 feet to a corner; thence along line of said Robert Shoff North 35 degrees 47 minutes West 18 feet to corner on an alley; thence along the line of said alley North 70 degrees 20 minutes East 138 feet to Northwest corner of Lot No. 9; thence along line of Lot No. 9 South 19 degrees 40 minutes East 150 feet to place of Beginning. Being Lot No. 10, No. 11 and No. 12 in the Jerry Hegarty Addition of Lawton Town Plot.

Under and subject to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

TAX ID # 103-K14-484-39

BEING THE SAME PREMISES which Gregory Thomas Hensal and Pamela Gail Hensal, by Deed dated June 19, 1999, and recorded on June 23, 1999 in the Office for the Recording of Deeds, in and for Clearfield County, at Deed Book Volume 1999-1, page 0457, granted and conveyed unto Larry J. Kephart, Jr., and Mariel E. Kephart, husband and wife, the within Mortgagors, their heirs and assigns.

EXHIBIT "A"

1251000570
Waypoint Bank and its successors and assigns
2nd and Pine Streets
Harrisburg, Pennsylvania 17101

MORTGAGE

THIS MORTGAGE made this 29 day of March 02

between LARRY J KEPHART JR and MARIEL E KEPHART

of, BOX 460 CHESTNUT STREET MADERA, PA 16661, as Mortgagor, and
Waypoint Bank and its successors and assigns of Harrisburg, Pennsylvania as Mortgagee.

WITNESSETH that the Mortgagor has executed and delivered to the Mortgagee a Note/Agreement on this date in the face amount of \$ 41778.43 with interest thereon at the rate specified therein requiring the performance of all the terms, covenants and conditions therein contained; all of which are made an integral part hereof and incorporated herein by reference. As evidence of said indebtedness of Mortgagor to Mortgagee, and as security for payment of said Note/Agreement with interest and in consideration of \$1.00 paid by Mortgagee, the Mortgagor does hereby bargain, sell, grant and convey unto Mortgagee:

ALL THAT CERTAIN piece of land together with all improvements thereon erected situate in:

1. MADERA, BIGLER, County of CLEARFIELD
(City, Boro, or Twp.)

2. _____, County of _____
(City, Boro, or Twp.)

3. _____, County of _____
(City, Boro, or Twp.)

and PA
(State/Commonwealth) known as: 1 BOX 460 CHESTNUT STREET MADERA PA 16661

2 3
(Identification of Mortgaged premises)

For title into the Mortgagor see Deed recorded in the County of CLEARFIELD

INSTRUMENT #
1 in: Deed Book 1999 10457, Volume _____, Page 10457

See Attached Exhibit A
2 in: Deed Book _____, Volume _____, Page _____

3 in: Deed Book _____, Volume _____, Page _____

TOGETHER with all buildings, improvements, rights of way, rights and privileges, hereditaments and appurtenances, and the reversions, remainders, rents, issues and profits thereof.

Mortgagor covenants and warrants that Mortgagor has full fee simple title to premises above described; that the buildings on the premises shall be kept insured against loss by fire and other casualty for benefit of Mortgagee in amounts satisfactory to Mortgagee, with standard Mortgagee clause; and Mortgagor will pay any tax, assessment, municipal or other governmental charge, including water and sewer rents charged to said premises, and will deliver to Mortgagee receipts therefor immediately upon demand.

Provided that if said Note is paid in accordance with its terms and if all other terms, conditions, and covenants of this mortgage and the aforesaid Note are performed, the estate hereby granted shall cease and this mortgage shall be void and of no effect.

The transfer of any interest in the property mortgaged herein without the prior written consent of Mortgagee, except for a leasehold interest for three years or less, not containing an option to purchase, is a default hereunder.

In the event of default hereunder or under the terms of the note, the entire balance of the debt shall fall due and Mortgagee may institute an action of mortgage foreclosure hereon. If Mortgagee retains an attorney to institute action on said Note or an action of foreclosure on this mortgage, Mortgagor shall pay, in addition to the principal, interest and costs, an attorney's collection fee of 15% of the principal balance then due; and if a judgment is entered in favor of Mortgagee against Mortgagor in said suit and Mortgagee thereafter secures a Writ of Execution or other appropriate writ, Mortgagor waives all rights and benefits under any and all laws or rules of the court now or hereafter in effect, granting or permitting any exemption or stay of execution against the mortgaged premises or any other property whatsoever, and such judgment shall bear interest at the applicable rate until the full amount due Mortgagee is actually paid.

The word "Mortgagee" shall be construed to include successors and assigns of Mortgagee, and the word "Mortgagor" shall be construed to include the respective heirs, executors, administrators, successors and assigns of Mortgagor. If there is more than one party named herein as a Mortgagor, the word "Mortgagor", whenever occurring, shall be deemed and taken to be the plural; and all covenants, waivers, warrants, promises, and releases by, and the obligations or liabilities imposed upon, Mortgagor under this mortgage shall bind them jointly and severally, together with each of their respective heirs, executors, administrators, successors and assigns.

Any forbearances by Mortgagee in exercising any right or remedy hereunder, or otherwise permitted by law, shall not be a waiver of or preclude the exercise of any such right or remedy.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Mortgagor has hereunto set hand and seal the day and year first above written.

Witnessed and delivered in the presence of:

Larry J Kephart Jr
Marie E Kephart

Larry J Kephart Jr
Marie E Kephart

EXHIBIT

tables*

"B"

GOVERNING LAW: Terms following a apply when checked.

If the Mortgaged Property is located within the Commonwealth of Pennsylvania, then this agreement shall be governed by the laws of the Commonwealth of Pennsylvania, except to the extent that such laws have been preempted or superseded by Federal Law.

If the Mortgaged Property is located within the State of Maryland, then this agreement shall be governed by the laws of the State of Maryland, except to the extent that such laws have been preempted or superseded by Federal Law. If this Agreement is governed by the laws of the State of Maryland, then the Lender elects to have this Agreement governed by Title 12 of the Commercial Law Article of the Annotated Code of Maryland.

Subtitle 9, Credit Grantors Open - End Provisions

Subtitle 10, Credit Grantors Closed - End Provisions

STATE OF *Pennsylvania*

) SS:

COUNTY OF *Clearfield*

)

On this, the 29 day of March 2002, before me the undersigned officer, personally appeared Larry J Kephart Jr + Mariel E. Kephart
Mortgagor(s) known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that (he, she, or they) executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereto set my hand and notarial seal.



Notarial Seal
Broden D. Baker, Notary Public
Ferguson Twp., Centre County
My Commission Expires Jan. 19, 2004
Member, Pennsylvania Association of Notaries

Broden D. Baker
Notary Public

I HEREBY CERTIFY that the precise residence of the Mortgagee(s) and person entitled to interest on this Mortgage is Waypoint Bank, 2nd and Pine Streets, Harrisburg, Pennsylvania 17101.

Dawn M. Scaramozza
Loan Officer

MAR-28-02 THU 03:29 PM DIRECT CONSUMER LOAN

FAX NO. 7172312870

P. 04/04

03/06/02 15:43:13

Data Search->

RightFax

Page 881

Standard Legal Document

Customer Name: Kephart, Larry J. Jr. & Mariel E.
To be attached to report number 920763

Schedule "A"

Legal Description:

All those certain lots situate in the Jerry Megarty Addition to Lawton Town Plot in the Village of Madera, Township of Bigler, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

Beginning at the Southwest corner of Lot No. 9 on the North side of Hickory Street; thence along the line of Hickory Street South 70 degrees 20 minutes West 150 feet to corner on the line of New York Central right of way; thence along New York Central right of way line by a curve in a Northwesterly direction 234 feet to corner on New York Central right of way line; thence along the land of Robert Shoff North 78 degrees 58 minutes East 188 feet to a corner; thence along line of said Robert Shoff North 36 degrees 47 minutes West 18 feet to corner on an alley; thence along the line of said alley North 70 degrees 20 minutes East 138 feet to Northwest corner of Lot No. 9; thence along line of Lot No. 9 South 19 degrees 40 minutes East 150 feet to place of beginning. Being Lots No. 10, No. 11 and No. 12 in the Jerry Hegarty Addition of Lawton Town Plot.

Under and Subject to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

TAX ID# 103-K14-484-39

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER	RECORDED ON	Total Pages:
200205932	Apr 17, 2002	3
11:19:57 AM		
Recording Fees - \$13.00		
RECORDER	COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	IMPROVEMENT FUND	\$1.00
	STATE WRIT TAX	\$0.50
TOTAL	CUSTOMER	\$15.50
	WAYPOINT BANK	

Installment Note and Security Agreement**WAYPOINT BANK**\$ 41778.43No. 7251000576

March 29, 2002

For value received, the undersigned, jointly and severally, ("Borrower") promises to pay to the order of Waypoint Bank " at 235 North Second Street, Harrisburg, PA 17101, or any branch office, the principal sum of

With interest at the rate of 10.490 % per annum on the unpaid balance in 180 successive monthly installments of 462.23 each, the first installment to be due and payable on the 3 day May, 2002, successive installments to be due and payable on the like day of each month thereafter until the entire indebtedness evidenced hereby is paid in full, except that any remaining indebtedness, if not sooner paid, shall be due and payable on 04/03/17. If any installment is late, Borrower agrees that additional charges for interest will be due at the stated rate due at the non-reduction of principal whether or not Waypoint is elects to accelerate the due date as provided for under DEFAULT below.

LATE CHARGES

If any installment is late, by more than 15 days Borrower agrees to pay a late charge \$ 20.00 OR 10 % of the late payment which ever is greater lesser whether or not Waypoint elects to accelerate the due date as provided for under Default below. In addition, if collection requires referral to any attorney for collection, Borrower agrees in the event of default to pay reasonable attorney's fees and to pay all legally recoverable charges.

SECURITY INTEREST AND COLLATERAL

As security for the payment of all sums under this note and all other existing indebtedness to Waypoint, the Borrower hereby grants a security interest in any insurance required or purchased hereunder, and in the following as indicated.

Under the Uniform Commercial Code to Waypoint in the property described below together with all additions, attachments, parts and extra parts not or hereafter installed in or affixed thereto

Granted by the Collateral Mortgage dated 03/29/02 for the following real estate
BOX 460 CHESTNUT STREET, MADERA, PA 16661

in _____

Borrower shall not permit any other lien or encumbrance of any nature to be placed upon the Collateral without the consent of Waypoint.

INSURANCE

The Borrower agrees to keep the Collateral insured against loss or damage by fire, theft, or other casualty in an amount agreeable to Waypoint with a loss-payee clause in favor of Waypoint, and the Borrower assigns to Waypoint all rights to receive proceeds of any such insurance, and directs any insurer to pay all such proceeds to Waypoint, and authorizes Waypoint to endorse any draft for such proceeds. The Borrower agrees to pay all taxes on the Collateral. The collateral shall not be sold or removed from the above location without the written written consent of Waypoint. This insurance, if required by this loan, may be obtained by the Borrower from any insurer of his choice acceptable to Waypoint. Such insurance is not available through Waypoint.

CREDIT INSURANCE

CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the cost(s) shown below: Single Credit Life and Single Credit Accident & Health Insurance are available to any one Borrower signing for insurance below. Joint Credit Life Insurance is available to both Borrowers signing for insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Borrower(s) to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE.)

By signing, you want Single Credit Life Insurance, which costs: \$ _____

By signing, you want Single Credit Accident & Health Insurance, which costs: \$ _____

By signing, you both want Joint Credit Life Insurance, which costs: \$ _____ What are your ages?

Signature of Borrower to be insured for Single Credit Life Insurance.

Signature of Borrower to be insured for Single Credit Accident & Health Insurance. 1. _____ Years

What is your age? _____ Years.

What is your age? _____ Years.

2. _____ Years

Name of Insurer:

I/We do not desire any Credit Life or Accident & Health Insurance.

PREPAYMENT

If this notice, including accrued finance charges, is prepaid in full by cash, a new loan, refinancing or otherwise, there is no penalty and interest charges will stop on the date prepayment is made.

WAIVERS

The Borrower, and all endorsers and guarantors, hereby jointly and severally waive notice of default, demand presentment for payment, notice of non-payment, protest, notice of protest, diligence in bringing suit hereunder, and all defenses on the grounds of any extension of time of payment that may be given by Waypoint to any maker hereof.

DEFAULT

The occurrence of any of the following events shall constitute a default hereunder, and shall, at the option of Waypoint, render the entire unpaid balance of this note and all other liabilities of the Borrower to Waypoint immediately due and payable without notice or demand to the Borrower or any endorser or guarantor: (a) non-payment here under of any payment when due and payable; (b) failure of the Borrower or any endorser or guarantor, to perform any agreement herein or in any other instrument, agreement or writing given to Waypoint; (c) death of the Borrower, or any endorser or guarantor; (d) insolvency, bankruptcy, assignment for the benefit of creditors, or any other act of insolvency under state or federal law, by the Borrower or any endorser or guarantor, or the institution of any bankruptcy, insolvency, arrangement, debt adjustment, or receivership proceeding in which the borrower, or any endorser or guarantor is alleged to be insolvent or unable to pay his debts as they become due; (e) Waypoint, in good faith, believes that the prospect of payment hereunder has been impaired; (f) entry of any judgment in any court of competent jurisdiction against the Borrower or any endorser or guarantor; (g) transfer or attempted transfer of any interest of Borrower in the security pledged therefore; (h) failure of borrower to maintain or prevent the deterioration and degradation of the value of the security or abandonment of the security.

ASSUMPTION AND PROVISIONS AFFECTING REAL ESTATE

If this loan is secured by real estate, the transfer, without Waypoint prior written consent, of any interest in the real estate except the grant of a leasehold interest for three years or less not containing an option to purchase, is a default hereunder. A purchaser of real estate pledged as security for this loan cannot assume the remainder of this loan on the original terms.

REMEDIES

Upon the occurrence of any default hereunder, Waypoint shall have all rights and remedies with respect to this note and the collateral as provided herein and as provided for by law, including, without limitation, the Pennsylvania Uniform Commercial Code, and all such rights and remedies shall be cumulative. To the extent permitted by law, upon default, Waypoint shall have the immediate right of set-off against all money owed by Waypoint to the Borrower or any endorser or guarantor.

The undersigned acknowledges receipt of a copy of this note and Collateral Mortgage, if applicable, at the time of execution hereof.

Dawn M Deauomogia
Witness to all signatures

LARRY J KEPHART JR (SEAL)
BOX 460 CHESTNUT STREET, MADERA, PA 16661 less
MARIE E KEPHART (SEAL)
BOX 460 CHESTNUT STREET, MADERA, PA 16661 less

GOVERNING LAW: Terms following apply when checked.

If the Collateral Property is located within the Commonwealth of Pennsylvania, then this agreement shall be governed by the laws of Commonwealth of Pennsylvania, except to the extent that such laws have been preempted or superseded by Federal Law.

If the Collateral Property is located within the State of Maryland, then this agreement shall be governed by the laws of the State of Maryland, except to the extent that such laws have been preempted or superseded by Federal Law. The Lender elects to have this agreement governed by Subtitle 10, Credit Grantors Closed End Provisions of Title 12 of the Commercial Law Article of the Annotated Code of Maryland.

EXHIBIT

tables*

"C"

Address

(SEAL)

Address

ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

Date of Notice: March 2, 2005

LARRY J. KEPHART
P O BOX 460
CHESTNUT STREET
MADERA, PA 16661

Loan # 6817252008

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

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

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

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

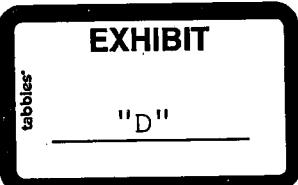
This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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.

HOMEOWNER'S NAME(S): LARRY J. KEPHART
MARIEL E. KEPHART
PROPERTY ADDRESS: P O BOX 460
CHESTNUT STREET
MADERA, PA 16661

LOAN ACCT. NO.: 6817252008

CURRENT LENDER/SERVICER: Sovereign Bank



HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE held by Sovereign Bank (hereinafter we, us, or ours) on your property located at P O BOX 460 CHESTNUT STREET, MADERA, PA 16661, IS SERIOUSLY IN DEFAULT because you have not made the monthly payments of \$462.23 since APRIL 3, 2004 to the present. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$5,890.55. The total amount includes late charges and any other charges that have accrued to this date. If you disagree with the assertion that a default has occurred or the correctness of the calculated amount required to cure the default, contact:

SOVEREIGN BANK
CREDIT COUNSELING DEPARTMENT
PO BOX 798
SHILLINGTON PA 19607
1-800-929-0234

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5,890.55, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable to Sovereign Bank and sent to the above address.

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: SOVEREIGN BANK
Address: PO BOX 798, SHILLINGTON, PA 19607
Phone Number: 1-800-929-0234
Fax Number: 610-378-6659
Contact Person: Joseph B. Higham, Assistant Vice President

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may have the right to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

This bank is a debt collector attempting to collect a debt and any information obtained from you will be used for that purpose.

ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

Date of Notice: March 2, 2005

MARIEL E. KEPHART
P O BOX 460
CHESTNUT STREET
MADERA, PA 16661

Loan # 6817252008

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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.

HOMEOWNER'S NAME(S): MARIEL E. KEPHART
LARRY J. KEPHART

PROPERTY ADDRESS: P O BOX
CHESTNUT STREET
MADERA, PA 16661

LOAN ACCT. NO.: 6817252008

CURRENT LENDER/SERVICER: Sovereign Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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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.

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SHILLINGTON PA 19607
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Fax Number: 610-378-6659
Contact Person: Joseph B. Higham, Assistant Vice President

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Consumer Credit Counseling Agencies
of
PENNSYLVANIA**

HISPANIC AMERICAN ORGANIZATION
136 S. 4th Street
Allentown, PA 18102
Phone: 610-435-5334
Fax: 610-435-2131

**NEIGHBORHOOD HOUSING SERVICES
OF THE LEHIGH VALLEY,
INCORPORATED**
239 N.10th Street
Allentown, PA 18102
Phone: 610-437-4571
Fax: 610-437-9958
E-mail: carolnhs@aol.com
Website: www.allentownnhs.org

**BLAIR COUNTY COMMUNITY ACTION
AGENCY**
2100 Sixth Avenue, Suite 102
Altoona, PA 16602-
Phone: 814-946-3651
Fax: 814-946-5451

**HOUSING OPPORTUNITIES OF BEAVER
COUNTY, INCORPORATED**
650 Corporation St Ste 207
Beaver, PA 15009
Phone: 724-728-7511
Fax: 724-728-7202
E-mail: hobc@timesnet.net
Website: www.hobc123.org

**COMMUNITY ACTION COMMITTEE OF
LEHIGH VALLEY, INCORPORATED**
651 East Broad Street
Bethlehem, PA 18018
Phone: 610-691-5620
Fax: 610-691-6582
E-mail: pmorton@CACLV.org
Website: www.CACLV.org

BUTLER COUNTY HOUSING AUTHORITY
Null
Butler, PA 16003-1917
Phone: 724-287-6797
Fax: 724-287-7906

**CHESTER COMMUNITY IMPROVEMENT
PROJECT**
412 Avenue of the States
Chester, PA 19016
Phone: 610-876-8663
Fax: 610-876-3449

**CONSUMER CREDIT COUNSELING
SERVICE OF NORTHEASTERN
PENNSYLVANIA**
1400 Abington Executive Park
Suite #1
Clarks Summit, PA 18411
Phone: 570-587-9163
Toll-Free: 800-922-9537
Fax: 570-587-9134
E-mail: cccsnepa@epix.net
Website: www.cccsnepa.org

**NORTHERN TIER COMMUNITY ACTION
CORPORATION**
135 W 4th St
Emporium, PA 15834-1123
Phone: 814-486-1161
Fax: 814-486-0825
E-mail: william.krog@ntcac.org

BAYFRONT NATO, INCORPORATED
312 Chestnut St
Erie, PA 16507-1222
Phone: 814-459-2761
Fax: 814-455-2743
E-mail: Bmlkcenter@aol.com

**GREATER ERIE COMMUNITY ACTION
AGENCY**
18 W 9th St
Erie, PA 16501-1343
Phone: 814-459-4581
Fax: 814-456-0161
E-mail: rlgeac@erie.net

SAINT MARTIN CENTER
1701 Parade Street
Erie, PA 16503-1994
Phone: 814-452-6113
Fax: 814-456-7310
E-mail: DPESCH1@AOL.COM

SHENANGO VALLEY URBAN LEAGUE
601 Indiana Ave
Farrell, PA 16121-1759
Phone: 724-981-5310
Fax: 724-981-1544
E-mail: jlong@pgh.net

**FAIR HOUSING COUNCIL OF THE
CAPITAL REGION, INCORPORATED**
2100 North 6th Street
Harrisburg, PA 17110-2401
Phone: 717-238-9540
Fax: 717-233-5001
E-mail: fhfc@pa.net

**PENNSYLVANIA HOUSING FINANCE
AGENCY**
2101 North Front Street
Harrisburg, PA 17105-8029
Phone: 717-780-3800
Toll-Free: 800-342-2397
Fax: 717-780-3905

**CONSUMER CREDIT COUNSELING
SERVICE OF WESTERN PENNSYLVANIA**
2000 Linglestown Road, Suite 302
Harrisburg, PA 17110
Phone: 717-541-1757
Toll-Free: 888-599-2227
Fax: 717-540-4670
E-mail: jcorrell@cccspa.org
Website: www.cccspa.org

**INDIANA COUNTY COMMUNITY ACTION
PROGRAM, INCORPORATED**
827 Water St
Indiana, PA 15701-1755
Phone: 724-465-2657
Fax: 724-465-5118
E-mail: ICCAP@MAIL.MICROSERVE.NET

**CONSUMER CREDIT COUNSELING
SERVICE OF DELAWARE VALLEY**
801 Old York Road, Suite 301
Jenkintown, PA 19041-
Phone: 215-887-6679
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

TABOR COMMUNITY SERVICES
439 E King St
Lancaster, PA 17602-3004
Phone: 717-397-5182
Fax: 717-399-4127
E-mail: kmmcdivitt@tabornet.org

**HOUSING OPPORTUNITIES,
INCORPORATED**
133 7th St
Mc Keesport, PA 15134
Phone: 412-664-1590
Fax: 412-664-0873
E-mail: HOIMAIN@AOL.COM
Website: www.hoisite.org

**CENTER FOR FAMILY SERVICES,
INCORPORATED**
213 W Center St
Meadville, PA 16335-3406
Phone: 814-337-8450
Fax: 814-337-8457
E-mail: chrissicanne@hotmail.com

**CONSUMER CREDIT COUNSELING
SERVICE OF DELAWARE VALLEY**
280 N. Providence Road
Media, PA 19063-
Phone: 610-627-2045
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

**TREHAB CENTER OF NORTHEAST
PENNSYLVANIA**
10 Public Avenue
Montrose, PA 18801-0366
Phone: 570-278-3338
Toll-Free: 800-982-4045
Fax: 570-278-1889
E-mail: dpelps@trehab.org
Website: www.trehab.org

**LAWRENCE COUNTY SOCIAL SERVICES,
INCORPORATED**
241 W. Grant Street
New Castle, PA 16103-0189
Phone: 724-658-7258
Fax: 724-658-7664
E-mail: dhennon@lawcss.org

**CONSUMER CREDIT COUNSELING
SERVICE OF DELAWARE VALLEY**
190 Germantown Pike, Suite 140
Norristown, PA 19401-
Phone: 610-272-0578
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

NORTHWEST COUNSELING SERVICE
5001 N Broad St
Philadelphia, PA 19141-2217
Phone: 215-324-7500
Fax: 215-324-8753
E-mail: nwcs@erols.com

**PHILADELPHIA COUNCIL FOR
COMMUNITY ADVANCEMENT**
100 N 17th St Ste 700
Philadelphia, PA 19103-2736
Phone: 215-567-7803
Toll-Free: 800-930-4663
Fax: 215-567-2236
E-mail: mail@philapcca.org
Website: www.philapcca.org

**PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION**
1234 Market St 17th Fl
Philadelphia, PA 19107-3721
Phone: 215-448-3132
Fax: 215-448-3188
E-mail: thomasroberta@hotmail.com

**TENANTS' ACTION GROUP OF
PHILADELPHIA**
21 S 12th St 12th Fl
Philadelphia, PA 19107-3614
Phone: 215-575-0700
Fax: 215-575-0718

**KOREAN COMMUNITY DEVELOPMENT
SERVICES CENTER**
6053-55 North 5th Street
Philadelphia, PA 19120-
Phone: 215-276-8830
Fax: 215-224-8150

DIXON OF DIVERSIFIED COMMUNITY SERVICES
1920 S. 20th Street
Philadelphia, PA 19146
Phone: 215-336-3511
Fax: 215-551-4327
E-mail: demetra.hilton@verizon.com

NEW KENSINGTON COMMUNITY DEVELOPMENT CORPORATION
2513-15 Frankford Ave
Philadelphia, PA 19125-1708
Phone: 215-427-0322
Fax: 215-427-1302
E-mail:
NEWKENWLIBERTYNET.ORG

UNEMPLOYMENT INFORMATION CENTER
1201 Chestnut Street, #702
Philadelphia, PA 19107
Phone: 215-557-0822
Fax: 215-557-6981

HOUSING ASSOCIATION INFORMATION PROGRAM
658-60 N Watts St
Philadelphia, PA 19123-2422
Phone: 215-978-0224
Fax: 215-765-7614

ACORN HOUSING CORPORATION
846 N. Broad St
Philadelphia, PA 19130
Phone: 215-765-1221
Fax: 215-765-0045
E-mail: ahcpalcp@acorn.org
Website: www.acornhousing.org

CENTRO PEDRO CLAVER, INCORPORATED
3565 N 7th St
Philadelphia, PA 19140-4401
Phone: 215-227-7111
Fax: 215-227-7105
E-mail: centro@Libertynet.org

HISPANIC ASSOCIATION OF CONTRACTORS AND ENTERPRISES
167 W. Allegheny Avenue, Suite 200
Philadelphia, PA 19140-
Phone: 215-426-8025
Fax: 215-426-9122

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
7340 Jackson Street
Philadelphia, PA 19136-
Phone: 800-989-2227
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

ASOCIACION PUERTORRIQUEÑOS EN MARCHA
600 West Diamond Street
Philadelphia, PA 19122
Phone: 215-235-6070
Fax: 215-235-7335
E-mail: eaponte@amphousing.org

GERMANTOWN SETTLEMENT
218 W. Chelten Avenue
Philadelphia, PA 19144
Phone: 215-849-3104
Fax: 215-843-7264

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
1515 Market St Ste 1325
Philadelphia, PA 19102
Phone: 215-563-5665
Toll-Free: 800-989-2227
Fax: 215-563-7020
E-mail: dtagliaferro@cccsdv.org
Website: www.cccsdv.org

MOUNT AIRY, U.S.A.
6639-41 Germantown Ave
Philadelphia, PA 19119
Phone: 215-844-6021
Fax: 215-844-9167

INTERCULTURAL FAMILY SERVICES, INCORPORATED
4225 Chestnut St
Philadelphia, PA 19104-3014
Phone: 215-386-1298
Fax: 215-386-9348
E-mail: ifsi@ifscinc.org
Website: www.ifscinc.org

PHILADELPHIA NEIGHBORHOOD HOUSING SERVICES, INCORPORATED
511 North Broad St 4TH Floor
Philadelphia, PA 19123
Phone: 215-988-9879
Fax: 215-988-1297

NATIONAL ASSOCIATION OF REAL ESTATE BROKERS HOUSING COUNSELING AGENCY OF PHILADELPHIA
1420 W. Susquehanna
Philadelphia, PA 19121-
Phone: 215-235-3737
Fax: 215-763-3799
E-mail: C21H37004@AOL.COM

NUEVA ESPERANZA, INCORPORATED
4261 N. 5th Street
Philadelphia, PA 19140
Phone: 215-324-0746
Fax: 215-324-2542
E-mail: motero@nueva.org

ACTION HOUSING, INCORPORATED
425 Sixth Ave Ste 950
Pittsburgh, PA 15219-1819
Phone: 412-391-1956
Fax: 412-391-4512
E-mail: ahi@actionhousing.org
Website: www.actionhousing.org

NEIGHBORHOOD HOUSING SERVICES, INCORPORATED
355 5th Ave. Suite 1022, Park Building
Pittsburgh, PA 15222-2407
Phone: 412-281-9773
Fax: 412-218-9987

URBAN LEAGUE OF PITTSBURGH
One Smithfield St 3rd Floor
Pittsburgh, PA 15222-2222
Phone: 412-227-4802
Fax: 412-227-4870
E-mail: league@hillhouse.ckp.edu

THREE RIVERS CENTER FOR INDEPENDENT LIVING
900 Rebecca Ave.
Pittsburgh, PA 15221-
Phone: 412-371-7700
Fax: 412-371-9430
E-mail: freed@trcl.org
Website: www.trcl.org

FAIR HOUSING SERVICES CENTER
7 Wood Street, Ste 402
Pittsburgh, PA 15222-
Phone: 412-391-2641
Fax: 412-391-2195

CONSUMER CREDIT COUNSELING OF WESTERN PENNSYLVANIA
2403 Sidney Street, Suite 400
Pittsburgh, PA 15203-
Phone: 412-390-1300
Toll-Free: 888-599-2227
Fax: 412-390-1336
Website: www.cccspa.org

NAZARETH HOUSING SERVICES
285 Bellevue Road
Pittsburgh, PA 15229-2173
Phone: 412-931-3510
Fax: 412-931-7255
E-mail:
bvandivier@mtnazarethcenter.org
Website: www.mtnazarethcenter.org

GARFIELD JUBILEE ASSOCIATION, INCORPORATED
5138 Penn Ave
Pittsburgh, PA 15224-1616
Phone: 412-665-5200
Fax: 412-665-5205
E-mail:
GARFIELD@HILLHOUSE.CKP.EDU

SCHUYKILL COMMUNITY ACTION
225 N Centre St
Pottsville, PA 17901-2511
Phone: 570-622-1995
Fax: 570-622-0429
E-mail: ECONOPP@PTD.NET

BERKS COMMUNITY ACTION PROGRAM BUDGET COUNSELING CENTER
247 N 5th St
Reading, PA 19601-3303
Phone: 610-375-7866
Fax: 610-375-7830
E-mail: bcapberks@aol.com

NEIGHBORHOOD HOUSING SERVICES OF READING, INCORPORATED
213 North 5th Street, Suite 1030
Reading, PA 19601
Phone: 610-372-8433
Fax: 610-374-2866

SCRANTON NEIGHBORHOOD HOUSING SERVICES, INCORPORATED
401 W Market St
Scranton, PA 18508
Phone: 570-558-2490
Fax: 570-558-2496
E-mail: nhscas@epix.net

UNITED NEIGHBORHOOD CENTERS OF LACKAWANNA COUNTY
410 Olive Street
Scranton, PA 18509-
Phone: 570-343-8835
Fax: 570-342-3972

CATHOLIC SOCIAL SERVICES
600 Wyoming Avenue
Scranton, PA 18503
Phone: 570-342-1295
Fax: 570-342-0985
E-mail: cathsoc@epix.net

MERCER COUNTY COMMUNITY ACTION AGENCY
296 A St.
Sharon, PA 16146-1241
Phone: 724-342-0455
Fax: 724-342-1124
E-mail: HFK@nowonline.net

PHOENIXVILLE HOMES
250 N. Main Street
Spring City, PA 19475-
Phone: 610-948-1797
Fax: 610-948-1765
E-mail: HOMES9339770@aol.com

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
208 W. Hamilton Ave. Suite 1
State College, PA 16801-
Phone: 814-238-3668
Fax: 814-238-3669
E-mail: cccsnepa@celnetworks.com
Website: www.cccsnepa.org

MIDPENN LEGAL SERVICES
2054 E College Ave
State College, PA 16801-7201
Phone: 814-238-4958
Fax: 814-238-9504

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
411 Main Street, Suite 102 E
Stroudsburg, PA 18360-
Phone: 570-420-8980
Fax: 570-420-8981
E-mail: cccsnepa@ptd.net
Website: www.cccsnepa.org

FAYETTE COUNTY COMMUNITY ACTION AGENCY
140 North Beeson Avenue
Uniontown, PA 15401
Phone: 724-437-6050
Fax: 724-437-4418
E-mail: msloboda@fcca.org

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
607 West Street Road
Warminster, PA 18974-
Phone: 215-563-5665
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

WARREN FOREST COUNTY ECONOMIC OPPORTUNITY COUNCIL
1209 Pennsylvania Ave W
Warren, PA 16365-1841
Phone: 814-726-2400
Toll-Free: 800-231-1797
Fax: 814-723-0510
E-mail: swan@wfcaa.org

COMMUNITY ACTION SOUTHWEST
150 W. Beau Street, Suite 304
Washington, PA 15301-
Phone: 724-225-9550
Fax: 724-228-9966
E-mail: bmliller@caswg.org
Website: www.caswg.org

TRI-COUNTY PATRIOTS FOR INDEPENDENT LIVING
69 E Beau St
Washington, PA 15301-4711
Phone: 724-223-5115
TTY/TDD: 724-228-4028
Fax: 724-223-5119
E-mail: trip@tripil.com
Website: www.tripil.com

WASHINGTON COUNTY HOUSING AUTHORITY
100 Crumrine Tower, Franklin Street
Washington, PA 15301-6995
Phone: 724-228-6060
Fax: 724-228-6089

WASHINGTON-GREENE COMMUNITY ACTION CORPORATION
22 W High St
Waynesburg, PA 15370-1324
Phone: 724-852-2893
Fax: 724-627-7713

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
790 E. Market Street, Suite 170
West chester, PA 19382-
Phone: 610-692-4354
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

CONSUMER CREDIT COUNSELING SERVICE OF LEHIGH VALLEY, INC
3671 Crescent Court East
Whitehall, PA 18052-0233
Phone: 610-821-4010
Fax 610-821-8932
E-mail: cccsiva@enter.net
Website: www.consumercreditlv.org

COMMISSION ON ECONOMIC OPPORTUNITY OF LUZERNE COUNTY
165 Amber Lane
Wilkes Barre, PA 18703-1127
Phone: 570-826-0510
Toll-Free: 800-822-0359
TTY/TDD: 800-432-8007
Fax: 570-829-1665
E-mail: ceo@sunlink.net
Website: www.ceopeoplehelpingpeople.org

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
77 E. Market Street, 7th floor
Wilkes Barre, PA 18701-
Phone: 570-821-0837
Fax: 570-821-1785
E-mail: cccsofpa@epix.net
Website: www.cccsnepa.org

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
201 Basin Street, Suite 6
Williamsport, PA 17701-
Phone: 570-323-6627
Fax: 570-323-6626
E-mail: cccsnepa6@epix.net
Website: www.cccsnepa.org

BUCK COUNTY HOUSING GROUP
2324 Second Street Pike Suite 17
Wrightstown, PA 18940-
Phone: 215-598-3566
Toll-Free: 866-866-0280
Fax: 215-598-1289
E-mail: milgram@bchg.org
Website: bchg.org

HOUSING COUNCIL OF YORK
35 South Duke Street
York, PA 17401-
Phone: 717-854-1541
Fax: 717-845-7934
E-mail: sherrie@housingcouncil.org
Website: www.housingcouncil.org

HOUSING AND URBAN DEVELOPMENT ("HUD") NOTIFICATION

IMPORTANT NOTICE OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1987
PLEASE READ THIS NOTICE. HOMEOWNERSHIP COUNSELING MAY BE AVAILABLE TO YOU.

DATE: March 2, 2005
TO: LARRY J. KEPHART
RE: Account No. 6817252008
FROM: Sovereign Bank

The Housing and Community Development Act of 1987, requires that Sovereign Bank, F.S.B., notify eligible homeowners with delinquent home loans of the availability of homeownership counseling. Because your home loan is DELINQUENT, you may be eligible for homeownership counseling provided by certain non-profit organizations. The following organizations are experienced in the provision of homeownership counseling and have been approved by the Secretary of Housing and Urban Development ("HUD").

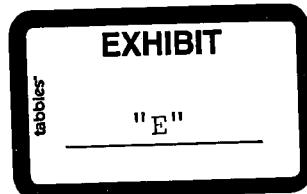
PLEASE CONTACT THE NEAREST COUNSELING AGENCY ON THE ATTACHED LIST OR CALL THE HUD TOLL FREE NUMBER AT 1-800-569-4287 FOR MORE INFORMATION.

The Bank does not provide homeownership counseling. However, should you have any questions about your home loan or the attached list you may call or write to the Bank. The name, address and telephone number of our representative is:

SOVEREIGN BANK
CONSUMER COLLECTIONS
PO BOX 798
SHILLINGTON PA 19607
1-800-929-0234

If you desire to receive homeownership counseling, it is important that you promptly contact a counseling agency from the attached list.

Joseph R Sedlock Jr.
Vice President



HOUSING AND URBAN DEVELOPMENT ("HUD") NOTIFICATION

IMPORTANT NOTICE OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1987
PLEASE READ THIS NOTICE. HOMEOWNERSHIP COUNSELING MAY BE AVAILABLE TO YOU.

DATE: March 2, 2005
TO: MARIEL E. KEPHART
RE: Account No. 6817252008
FROM: Sovereign Bank

The Housing and Community Development Act of 1987, requires that Sovereign Bank, F.S.B., notify eligible homeowners with delinquent home loans of the availability of homeownership counseling. Because your home loan is DELINQUENT, you may be eligible for homeownership counseling provided by certain non-profit organizations. The following organizations are experienced in the provision of homeownership counseling and have been approved by the Secretary of Housing and Urban Development ("HUD").

PLEASE CONTACT THE NEAREST COUNSELING AGENCY ON THE ATTACHED LIST OR CALL THE HUD TOLL FREE NUMBER AT 1-800-569-4287 FOR MORE INFORMATION.

The Bank does not provide homeownership counseling. However, should you have any questions about your home loan or the attached list you may call or write to the Bank. The name, address and telephone number of our representative is:

SOVEREIGN BANK
CONSUMER COLLECTIONS
PO BOX 798
SHILLINGTON PA 19607
1-800-929-0234

If you desire to receive homeownership counseling, it is important that you promptly contact a counseling agency from the attached list.

Joseph R Sedlock Jr.
Vice President

PIOSA REILLY & CAPEHART

ATTORNEYS AT LAW

MICHAEL J. PIOSA
THOMAS E. REILLY, JR.
THOMAS A. CAPEHART

ONE WINDSOR PLAZA, SUITE 202
7535 WINDSOR DRIVE
ALLENTOWN, PENNSYLVANIA 18195-1014

TO: Larry J. Kephart, Jr. and Mariel E. Kephart:

TEL: (610) 530-7500
FAX: (610) 530-8190

We have filed this complaint against you on behalf of our client, Sovereign Bank,
F.S.B.

WE ARE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, 15
U.S.C. Section 1692, TO PROVIDE YOU WITH THE FOLLOWING NOTICE:

The amount of the debt owed by you is \$47,570.39 as of April 15, 2005.

Waypoint Bank, is the original creditor for this debt.

You have thirty (30) days from the date of this Notice to dispute the validity of this debt. If you fail to dispute the validity of this debt within thirty (30) days, we will assume the debt is valid and the amount of the debt is correct. If you notify us in writing that the debt or any portion thereof is disputed by you, we will obtain verification of the debt from our client and provide such verification to you.

Please be advised that despite the thirty(30) day period described above, the Bank is not required to wait thirty (30) days to take any action to enforce its rights to collect the amount owed, including by not limited to, filing a lawsuit against you. As such, you should expect the Bank to proceed with any such action within the time frame set forth in the accompanying complaint, and any other previous correspondence you may have received directly from the Bank.

Please note that if you have filed a petition in bankruptcy or if you have received a discharge in bankruptcy, this notice is for information purposes only and should not be considered as an attempt to collect the debt, but only enforcement of a lien against property.

This letter is from a debt collector. This letter and any other correspondence from this office is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,

Thomas A. Capehart

EXHIBIT "F"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **100423**

SOVEREIGN BANK, F.S.B. secessor in interest of Waypoint Bank

Case # 05-595-CD

vs.

LARRY J. KEPHART JR. and MARIEL E. KEPHART

SHERIFF RETURNS

NOW May 09, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO LARRY J. KEPHART JR., DEFENDANT. HOUSE EMPTY, ATTY. LHOTA TO ACCEPT SERVICE.

SERVED BY: /

cr FILED
05/09/05
MAY 09 2005

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # 100423

SOVEREIGN BANK, F.S.B. secessor in interest of Waypoint Bank

Case # 05-595-CD

VS.

LARRY J. KEPHART JR. and MARIEL E. KEPHART

SHERIFF RETURNS

NOW May 09, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MARIEL E. KEPHART, DEFENDANT. HOUSE EMPTY, ATTY. LHOTA TO ACCEPT SERVICE.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100423
NO: 05-595-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: SOVEREIGN BANK, F.S.B. secessor in interest of Waypoint Bank
vs.

DEFENDANT: LARRY J. KEPHART JR. and MARIEL E. KEPHART

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PIOSA	4611	20.00
SHERIFF HAWKINS	PIOSA	4611	53.02

Sworn to Before Me This

So Answers,

____ Day of _____ 2005



by *Manly H. Harris*

Chester A. Hawkins
Sheriff

LAW OFFICES

PIOSA REILLY & CAPEHART

ONE WINDSOR PLAZA

7535 WINDSOR DRIVE

ALLENTOWN, PENNSYLVANIA 18195-1014

WE DO HEREBY CERTIFY THAT
THE WITHIN IS A TRUE AND COR-
RECT COPY OF THE ORIGINAL
FILED IN THIS COURT
BY ATTONEY

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

SOVEREIGN BANK, F.S.B., successor in interest to Waypoint Bank, Plaintiff) NO. 05-595-CD
vs.)
LARRY J. KEPHART, JR., and MARIEL E. KEPHART, Husband and Wife, Defendants) MORTGAGE FORECLOSURE

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFICE LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVOD MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641 EXT 5982

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTOWN, PA 18195-1014
(610) 530-7500

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

APR 25 2005

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

PIOSA REILLY & CAPEHART

By: *Thomas A. Capehart*
Thomas A. Capehart, Esquire
Attorney for Plaintiff
Attorney I. D. No. 57440

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

SOVEREIGN BANK, F.S.B., successor in interest to Waypoint Bank, Plaintiff vs. LARRY J. KEPHART, JR., and MARIEL E. KEPHART, Husband and Wife, Defendants)))))) NO.)))))) MORTGAGE FORECLOSURE))))))

COMPLAINT

AND NOW, comes the Plaintiff, Sovereign Bank, F.S.B., successor in interest to Waypoint Bank, by and through its attorney, Thomas A. Capehart, Esquire, and avers a cause of action of which the following is a statement:

1. The Plaintiff, Sovereign Bank, F.S.B., Mortgagee, is a Federal Savings Bank with a principal office located at 601 Penn Street, Reading, Berks County, Pennsylvania 19601.
2. The Defendants, Larry J. Kephart, Jr. and Mariel E. Kephart are adult individuals currently residing at 62 Chestnut Street, Madera, Pennsylvania 16661.
3. The Defendants are the owners of record of the premises known as Box 460 Chestnut Street, a/k/a 62 Chestnut Street, Madera, Bigler Township, Clearfield County, Pennsylvania, and more fully described in Exhibit "A" which is attached hereto and incorporated herein (the "Premises").
4. On March 29, 2002, Defendants executed and delivered a Mortgage to Plaintiff upon the Premises, which Mortgage was recorded on April 17, 2002 in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, at Mortgage

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ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTOWN, PA 18195-1014
(610) 530-7500

Document ID No. 200205932, et. seq. (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto, marked as Exhibit "B", and incorporated herein.

5. The Mortgage has not been assigned by the Plaintiff.

6. The Mortgage was given as collateral security for a loan to the Defendants as evidenced by an Installment Note and Security Agreement executed by the Defendants on March 29, 2002 in the principal amount of Forty-one Thousand Seven Hundred Seventy-eight Dollars and Forty-three Cents (\$41,778.43) (the "Note"). A true and correct copy of the Note is attached hereto, marked as Exhibit "C", and incorporated herein.

7. The Mortgage is in default because the Defendants have failed to make monthly payments of principal and interest due under the terms of the Note and the Mortgage since April 3, 2004.

8. Because of the aforesaid default, on or about March 2, 2005, an Act 91 Notice to Take Action to Save Your Home From Foreclosure was mailed to the Defendants by certified mail, return receipt requested, wherein Plaintiff demanded that the Defendants make a payment of \$5,890.55 as required by the Mortgage in order to cure the aforesaid default. A true and correct copy of the said Act 91 Notice is attached hereto and marked as Exhibit "D", and incorporated herein.

9. A copy of the Verification Notice pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. Section 1692, is attached hereto, marked as Exhibit "E" and incorporated herein.

10. The Defendants have failed to pay the amount demanded in the Act 91 Notice in order to cure the said default.

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PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTOWN, PA 18195-1014
(610) 530-7500

11. Pursuant to the Mortgage, Plaintiff is permitted to recover reasonable attorney's fees as part of this Mortgage Foreclosure Action. Plaintiff anticipates the legal fees in this matter will be One Thousand One Hundred Five Dollars (\$1,105.00).

14. As a result of the default which occurred on April 3, 2004 and since the mailing of the Act 91 Notice, the following amounts are now due pursuant to the terms of the Mortgage:

(a)	Principal	\$40,717.29
(b)	Interest to 04/15/05	4,493.58
(c)	Late Charges	806.02
(d)	Escrow Due	420.00
(e)	Satisfaction Fees	28.50
(e)	Attorney's Fees & Costs	<u>1,105.00</u>
	TOTAL	<u>\$47,570.39</u>

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendants in the amount of \$47,570.39, plus interest from April 15, 2005, late charges, escrow advances, costs of foreclosure and sale of the mortgaged property and costs of this proceeding and reasonable attorney's fees as provided the Note and Mortgage.

PIOSA, REILLY & CAPEHART

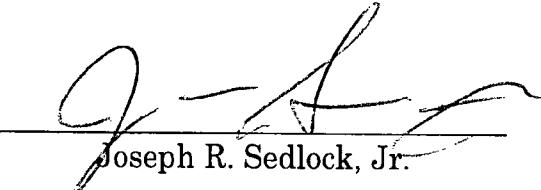
By: 

Thomas A. Capehart, Esquire
Attorney for Plaintiff
I. D. No. 57440

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTOWN, PA 18195-1014
(610) 530-7500

VERIFICATION

I, JOSEPH R. SEDLOCK, JR, state that I am the Vice President of Sovereign Bank, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said Sovereign Bank, and verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.


Joseph R. Sedlock, Jr.

Dated: April 20, 2005

ALL THOSE CERTAIN lots situate in the Jerry Megarty Addition to Lawton Town Plot in the Village of Madera, Township of Bigler, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the Southwest corner of Lot No. 9 on the North side of Hickory Street; thence along the line of Hickory Street South 70 degrees 20 minutes West 150 feet to corner on the line of New York Central right of way; thence along New York Central right of way line by a curve in a Northwesterly direction 234 feet to corner on New York Central right of way line; thence along the land of Robert Shoff North 78 degrees 58 minutes East 188 feet to a corner; thence along line of said Robert Shoff North 35 degrees 47 minutes West 18 feet to corner on an alley; thence along the line of said alley North 70 degrees 20 minutes East 138 feet to Northwest corner of Lot No. 9; thence along line of Lot No. 9 South 19 degrees 40 minutes East 150 feet to place of Beginning. Being Lot No. 10, No. 11 and No. 12 in the Jerry Hegarty Addition of Lawton Town Plot.

Under and subject to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

TAX ID # 103-K14-484-39

BEING THE SAME PREMISES which Gregory Thomas Hensal and Pamela Gail Hensal, by Deed dated June 19, 1999, and recorded on June 23, 1999 in the Office for the Recording of Deeds, in and for Clearfield County, at Deed Book Volume 1999-1, page 0457, granted and conveyed unto Larry J. Kephart, Jr., and Mariel E. Kephart, husband and wife, the within Mortgagors, their heirs and assigns.

EXHIBIT "A"

1251000576
Waypoint Bank and its successors and assigns
2nd and Pine Streets
Harrisburg, Pennsylvania 17101

MORTGAGE

THIS MORTGAGE made this 29 day of March 02
between LARRY J KEPHART JR and MARIEL E KEPHART

of, BOX 460 CHESTNUT STREET MADERA, PA 16661, as Mortgagor, and
Waypoint Bank and its successors and assigns of Harrisburg, Pennsylvania as Mortgagee.

WITNESSETH that the Mortgagor has executed and delivered to the Mortgagee a Note/Agreement on this date in
the face amount of \$ 41778.43 with interest thereon at the rate specified therein requiring
the performance of all the terms, covenants and conditions therein contained; all of which are made an integral
part hereof and incorporated herein by reference. As evidence of said indebtedness of Mortgagor to Mortgagee,
and as security for payment of said Note/Agreement with interest and in consideration of \$1.00 paid by
Mortgagee, the Mortgagor does hereby bargain, sell, grant and convey unto Mortgagee:

ALL THAT CERTAIN piece of land together with all improvements thereon erected situate in:

1. MADERA, BIGLER, County of CLEARFIELD
(City, Boro, or Twp.)
2. _____, County of _____
(City, Boro, or Twp.)
3. _____, County of _____
(City, Boro, or Twp.)
and PA (State/Commonwealth), known as: 1 BOX 460 CHESTNUT STREET MADERA PA 16661
2 _____ 3 _____

(Identification of Mortgaged premises)

For title into the Mortgagor see Deed recorded in the County of CLEARFIELD
INSTRUMENT # Deed Book 1999 10457, Volume 10457, Page 10457
See Attached Exhibit A
2 in: Deed Book _____, Volume _____, Page _____
3 in: Deed Book _____, Volume _____, Page _____

TOGETHER with all buildings, improvements, rights of way, rights and privileges, hereditaments and
appurtenances, and the reversions, remainders, rents, issues and profits thereof.

Mortgagor covenants and warrants that Mortgagor has full fee simple title to premises above described; that the
buildings on the premises shall be kept insured against loss by fire and other casualty for benefit of Mortgagee in
amounts satisfactory to Mortgagee, with standard Mortgagee clause; and Mortgagor will pay any tax,
assessment, municipal or other governmental charge, including water and sewer rents charged to said premises,
and will deliver to Mortgagee receipts therefor immediately upon demand.

Provided that if said Note is paid in accordance with its terms and if all other terms, conditions, and covenants of
this mortgage and the aforesaid Note are performed, the estate hereby granted shall cease and this mortgage
shall be void and of no effect.

The transfer of any interest in the property mortgaged herein without the prior written consent of Mortgagee,
except for a leasehold interest for three years or less, not containing an option to purchase, is a default
hereunder.

In the event of default hereunder or under the terms of the note, the entire balance of the debt shall fall due and
Mortgagee may institute an action of mortgage foreclosure hereon. If Mortgagee retains an attorney to institute
action on said Note or an action of foreclosure on this mortgage, Mortgagor shall pay, in addition to the principal,
interest and costs, an attorney's collection fee of 15% of the principal balance then due; and if a judgment is
entered in favor of Mortgagee against Mortgagor in said suit and Mortgagee thereafter secures a Writ of
Execution or other appropriate writ, Mortgagor waives all rights and benefits under any and all laws or rules of
the court now or hereafter in effect, granting or permitting any exemption or stay of execution against the
mortgaged premises or any other property whatsoever, and such judgment shall bear interest at the applicable
rate until the full amount due Mortgagee is actually paid.

The word "Mortgagee" shall be construed to include successors and assigns of Mortgagee, and the word
"Mortgagor" shall be construed to include the respective heirs, executors, administrators, successors and assigns
of Mortgagor. If there is more than one party named herein as a Mortgagor, the word "Mortgagor", whenever
occurring, shall be deemed and taken to be the plural; and all covenants, waivers, warrants, promises, and
releases by, and the obligations or liabilities imposed upon, Mortgagor under this mortgage shall bind them jointly
and severally, together with each of their respective heirs, executors, administrators, successors and assigns.

Any forbearances by Mortgagee in exercising any right or remedy hereunder, or otherwise permitted by law, shall
not be a waiver of or preclude the exercise of any such right or remedy.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Mortgagor has hereunto set hand and seal the
day and year first above written.

Witnessed and delivered in the presence of:

Larry J Kephart Jr
Mariel E Kephart

Larry J Kephart Jr
Mariel E Kephart
MARIEL E KEPHART

EXHIBIT

"B"

GOVERNING LAW: Terms following a apply when checked.

If the Mortgaged Property is located within the Commonwealth of Pennsylvania, then this agreement shall be governed by the laws of the Commonwealth of Pennsylvania, except to the extent that such laws have been preempted or superseded by Federal Law.

If the Mortgaged Property is located within the State of Maryland, then this agreement shall be governed by the laws of the State of Maryland, except to the extent that such laws have been preempted or superseded by Federal Law. If this Agreement is governed by the laws of the State of Maryland, then the Lender elects to have this Agreement governed by Title 12 of the Commercial Law Article of the Annotated Code of Maryland.

Subtitle 9, Credit Grantors Open - End Provisions

Subtitle 10, Credit Grantors Closed - End Provisions

STATE OF Pennsylvania

)
SS:

COUNTY OF Clearfield

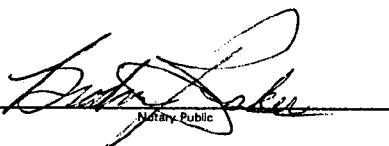
)

On this, the 29 day of March 2002, before me the undersigned officer, personally appeared Larry J Kephart Jr + Mariel E. Kephart
Mortgagor(s) known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that (he, she, or they) executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereto set my hand and notarial seal.



Notarial Seal
Broden D. Baker, Notary Public
Ferguson Twp., Centre County
My Commission Expires Jan. 19, 2004
Member, Pennsylvania Association of Notaries



Notary Public

I HEREBY CERTIFY that the precise residence of the Mortgagee(s) and person entitled to interest on this Mortgage is Waypoint Bank, 2nd and Pine Streets, Harrisburg, Pennsylvania 17101.



Loan Officer

MAR-28-02 THU 03:29 PM DIRECT CONSUMER LOAN

FAX NO. 7172312970

P. 04/04

83/86/82, 15:53:13

Data Search->

RightFax

Page 881

Standard Legal

Customer Name: Kephart, Larry J. Jr. & Mariel E.
To be attached to report number 920763

Schedule "A"

Legal Description:

All those certain lots situate in the Jerry Megarty Addition to Lawton Town Plot in the Village of Madera, Township of Bigler, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

Beginning at the Southwest corner of Lot No. 9 on the North side of Hickory Street; thence along the line of Hickory Street South 70 degrees 20 minutes West 150 feet to corner on the line of New York Central right of way; thence along New York Central right of way line by a curve in a Northwesterly direction 234 feet to corner on New York Central right of way line; thence along the land of Robert Shoff North 78 degrees 58 minutes East 188 feet to a corner; thence along line of said Robert Shoff North 35 degrees 47 minutes West 18 feet to corner on an alley; thence along the line of said alley North 70 degrees 20 minutes East 138 feet to Northwest corner of Lot No. 9; thence along line of Lot No. 9 South 19 degrees 40 minutes East 150 feet to place of beginning. Being Lots No. 10, No. 11 and No. 12 in the Jerry Megarty Addition of Lawton Town Plot.

Under and Subject to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

TAX ID# 103-K14-484-38

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER	200205932
RECORDED ON	APR 17, 2002
	11:19:57 AM
Total Pages:	3
RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	.50
TOTAL	\$15.50
CUSTOMER	
WAYPOINT BANK	

Installment Note and
Security Agreement

WAYPOINT BANK

\$ 41778.43

No. 7251000576

March 29, 2002

For value received, the undersigned, jointly and severally, ("Borrower") promises to pay to the order of Waypoint Bank " at 235 North Second Street, Harrisburg, PA 17101, or any branch office, the principal sum of 10,490 with interest at the rate of 10.490 % per annum on the unpaid balance in 180 successive monthly installments of 462.23 each, the first installment to be due and payable on the 3 day May, 2002, successive installments to be due and payable on the like day of each month thereafter until the entire indebtedness evidenced hereby is paid in full, except that any remaining indebtedness, if not sooner paid, shall be due and payable on 04/03/17. If any installment is late, Borrower agrees that additional charges for interest will be due at the stated rate due at the stated rate due to the non-reduction of principal whether or not Waypoint is elects to accelerate the due date as provided for under DEFAULT below.

LATE CHARGES

If any installment is late, by more than 15 days Borrower agrees to pay a late charge of 20.00 OR 10 % of the late payment which ever is greater lesser whether or not Waypoint elects to accelerate the due date as provided for under Default below. In addition, if collection requires referral to any attorney for collection, Borrower agrees in the event of default to pay reasonable attorney's fees and to pay all legally recoverable charges.

SECURITY INTEREST AND COLLATERAL

As security for the payment of all sums under this note and all other existing indebtedness to Waypoint, the Borrower hereby grants a security interest in any insurance required or purchased hereunder, and in the following as indicated.

Under the Uniform Commercial Code to Waypoint in the property described below together with all additions, attachments, parts and extra parts not or hereafter installed in or affixed thereto

Granted by the Collateral Mortgage dated 03/29/02 for the following real estate
BOX 460 CHESTNUT STREET, MADERA, PA 16661

In _____

Borrower shall not permit any other lien or encumbrance of any nature to be placed upon the Collateral without the consent of Waypoint.

INSURANCE

The Borrower agrees to keep the Collateral insured against loss or damage by fire, theft, or other casualty in an amount agreeable to Waypoint with a loss-payee clause in favor of Waypoint, and the Borrower assigns to Waypoint all rights to receive proceeds of any such insurance, and directs any insurer to pay all such proceeds to Waypoint, and authorizes Waypoint to endorse any draft for such proceeds. The Borrower agrees to pay all taxes on the Collateral. The collateral shall not be sold or removed from the above location without the written written consent of Waypoint. This insurance, if required by this loan, may be obtained by the Borrower from any insurer of his choice acceptable to Waypoint. Such insurance is not available through Waypoint.

CREDIT INSURANCE

CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the cost(s) shown below: Single Credit Life and Single Credit Accident & Health Insurance are available to any one Borrower signing for insurance below. Joint Credit Life Insurance is available to both Borrowers signing for insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Borrower(s) to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE.)

By signing, you want Single Credit Life Insurance,
which costs: \$ _____

By signing, you want Single Credit Accident & Health
Insurance, which costs: \$ _____

By signing, you both want Joint Credit Life Insurance,
which costs: \$ _____ What are your ages?

Signature of Borrower to be insured for Single Credit Life
Insurance.

Signature of Borrower to be insured for Single Credit
Accident & Health Insurance. 1. _____ Years

What is your age? _____ Years.

What is your age? _____ Years.

2. _____ Years

Name of Insurer:

I/We do not desire any Credit Life or Accident & Health Insurance.

Signatures of both Borrowers to be insured for Joint Credit Life
Insurance.

1. Jerry J. Kephart Jr. 2. Mary E. Kephart
Signature(s) of Borrower(s) rejecting Insurance.

PREPAYMENT

If this notice, including accrued finance charges, is prepaid in full by cash, a new loan, refinancing or otherwise, there is no penalty and interest charges will stop on the date prepayment is made.

WAIVERS

The Borrower, and all endorsers and guarantors, hereby jointly and severally waive notice of default, demand presentment for payment, notice of non-payment, protest, notice of protest, diligence in bringing suit hereunder, and all defenses on the grounds of any extension of time of payment that may be given by Waypoint to any maker hereof.

DEFAULT

The occurrence of any of the following events shall constitute a default hereunder, and shall, at the option of Waypoint, render the entire unpaid balance of this note and all other liabilities of the Borrower to Waypoint immediately due and payable without notice or demand to the Borrower or any endorser or guarantor: (a) non-payment here under of any payment when due and payable; (b) failure of the Borrower or any endorser or guarantor, to perform any agreement herein or in any other instrument, agreement or writing given to Waypoint; (c) death of the Borrower, or any endorser or guarantor; (d) insolvency, bankruptcy, assignment for the benefit of creditors, or any other act of insolvency under state or federal law, by the Borrower or any endorser or guarantor, or the institution of any bankruptcy, insolvency, arrangement, debt adjustment, or receivership proceeding in which the borrower, or any endorser or guarantor is alleged to be insolvent or unable to pay his debts as they become due; (e) Waypoint, in good faith, believes that the prospect of payment hereunder has been impaired; (f) entry of any judgment in any court of competent jurisdiction against the Borrower or any endorser or guarantor; (g) transfer or attempted transfer of any interest of Borrower in the security pledged therefore; (h) failure of borrower to maintain or prevent the deterioration and degradation of the value of the security or abandonment of the security.

ASSUMPTION AND PROVISIONS AFFECTING REAL ESTATE

If this loan is secured by real estate, the transfer, without Waypoint prior written consent, of any interest in the real estate except the grant of a leasehold interest for three years or less not containing an option to purchase, is a default hereunder. A purchaser of real estate pledged as security for this loan cannot assume the remainder of this loan on the original terms.

REMEDIES

Upon the occurrence of any default hereunder, Waypoint shall have all rights and remedies with respect to this note and the collateral as provided herein and as provided for by law, including, without limitation, the Pennsylvania Uniform Commercial Code, and all such rights and remedies shall be cumulative. To the extent permitted by law, upon default, Waypoint shall have the immediate right of set-off against all money owed by Waypoint to the Borrower or any endorser or guarantor.

The undersigned acknowledges receipt of a copy of this note and Collateral Mortgage, if applicable, at the time of execution hereof.

Dawn M. Deauwongie
Witness to all signatures

Jerry J. Kephart Jr. (SEAL)
JERRY J. KEPHART JR.
BOX 460 CHESTNUT STREET, MADERA, PA 16661
Mary E. Kephart (SEAL)
MARY E. KEPHART
BOX 460 CHESTNUT STREET, MADERA, PA 16661

GOVERNING LAW: Terms following apply when checked.
 If the Collateral Property is located within the Commonwealth of Pennsylvania, then this agreement shall be governed by the laws of Commonwealth of Pennsylvania, except to the extent that such laws have been preempted or superseded by Federal Law.
 If the Collateral Property is located within the State of Maryland, then this agreement shall be governed by the laws of the State of Maryland, except to the extent that such laws have been preempted or superseded by Federal Law. The Lender elects to have this agreement governed by Subtitle 10, Credit Grantors Closed End Provisions of Title 12 of the Commercial Law Article of the Annotated Code of Maryland.

EXHIBIT

"C"

ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

Date of Notice: March 2, 2005

LARRY J. KEPHART
P O BOX 460
CHESTNUT STREET
MADERA, PA 16661

Loan # 6817252008

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

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

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

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

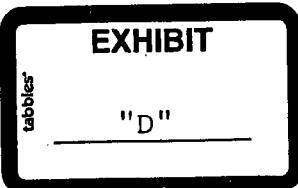
This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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.

HOMEOWNER'S NAME(S): LARRY J. KEPHART
MARIEL E. KEPHART
PROPERTY ADDRESS: P O BOX 460
CHESTNUT STREET
MADERA, PA 16661

LOAN ACCT. NO.: 6817252008

CURRENT LENDER/SERVICER: Sovereign Bank



HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE held by Sovereign Bank (hereinafter we, us, or ours) on your property located at P O BOX 460 CHESTNUT STREET, MADERA, PA 16661, IS SERIOUSLY IN DEFAULT because you have not made the monthly payments of \$462.23 since APRIL 3, 2004 to the present. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$5,890.55. The total amount includes late charges and any other charges that have accrued to this date. If you disagree with the assertion that a default has occurred or the correctness of the calculated amount required to cure the default, contact:

SOVEREIGN BANK
CREDIT COUNSELING DEPARTMENT
PO BOX 798
SHILLINGTON PA 19607
1-800-929-0234

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5,890.55, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable to Sovereign Bank and sent to the above address.

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: SOVEREIGN BANK

Address: PO BOX 798, SHILLINGTON, PA 19607

Phone Number: 1-800-929-0234

Fax Number: 610-378-6659

Contact Person: Joseph B. Higham, Assistant Vice President

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may have the right to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

Date of Notice: March 2, 2005

MARIEL E. KEPHART
P O BOX 460
CHESTNUT STREET
MADERA, PA 16661

Loan # 6817252008

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

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

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

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HOMEOWNER'S NAME(S): MARIEL E. KEPHART
LARRY J. KEPHART
PROPERTY ADDRESS: P O BOX
CHESTNUT STREET
MADERA, PA 16661

LOAN ACCT. NO.: 6817252008

CURRENT LENDER/SERVICER: Sovereign Bank

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(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE held by Sovereign Bank (hereinafter we, us, or ours) on your property located at P O BOX 460 CHESTNUT STREET, MADERA, PA 16661, IS SERIOUSLY IN DEFAULT because you have not made the monthly payments of \$462.23 since APRIL 3, 2004 to the present. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$5,890.55. The total amount includes late charges and any other charges that have accrued to this date. If you disagree with the assertion that a default has occurred or the correctness of the calculated amount required to cure the default, contact:

SOVEREIGN BANK
CREDIT COUNSELING DEPARTMENT
PO BOX 798
SHILLINGTON PA 19607
1-800-929-0234

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5,890.55, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable to Sovereign Bank and sent to the above address.

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: SOVEREIGN BANK

Address: PO BOX 798, SHILLINGTON, PA 19607

Phone Number: 1-800-929-0234

Fax Number: 610-378-6659

Contact Person: Joseph B. Higham, Assistant Vice President

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may have the right to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Consumer Credit Counseling Agencies
of
PENNSYLVANIA**

HISPANIC AMERICAN ORGANIZATION
136 S. 4th Street
Allentown, PA 18102
Phone: 610-435-5334
Fax: 610-435-2131

**NEIGHBORHOOD HOUSING SERVICES
OF THE LEHIGH VALLEY,
INCORPORATED**
239 N.10th Street
Allentown, PA 18102
Phone: 610-437-4571
Fax: 610-437-9958
E-mail: carolnhs@aol.com
Website: www.allentownnhs.org

**BLAIR COUNTY COMMUNITY ACTION
AGENCY**
2100 Sixth Avenue, Suite 102
Altoona, PA 16602-
Phone: 814-946-3651
Fax: 814-946-5451

**HOUSING OPPORTUNITIES OF BEAVER
COUNTY, INCORPORATED**
650 Corporation St Ste 207
Beaver, PA 15009
Phone: 724-728-7511
Fax: 724-728-7202
E-mail: hobc@timesnet.net
Website: www.hobc123.org

**COMMUNITY ACTION COMMITTEE OF
LEHIGH VALLEY, INCORPORATED**
651 East Broad Street
Bethlehem, PA 18018
Phone: 610-691-5620
Fax: 610-691-6582
E-mail: pmorton@CACLV.org
Website: www.CACLV.org

BUTLER COUNTY HOUSING AUTHORITY
Null
Butler, PA 16003-1917
Phone: 724-287-6797
Fax: 724-287-7906

**CHESTER COMMUNITY IMPROVEMENT
PROJECT**
412 Avenue of the States
Chester, PA 19016
Phone: 610-876-8663
Fax: 610-876-3449

**CONSUMER CREDIT COUNSELING
SERVICE OF NORTHEASTERN
PENNSYLVANIA**
1400 Abington Executive Park
Suite #1
Clarks Summit, PA 18411
Phone: 570-587-9163
Toll-Free: 800-922-9537
Fax: 570-587-9134
E-mail: cccsnepa@epix.net
Website: www.cccsnepa.org

**NORTHERN TIER COMMUNITY ACTION
CORPORATION**
135 W 4th St
Emporium, PA 15834-1123
Phone: 814-486-1161
Fax: 814-486-0825
E-mail: william.krog@ntcac.org

BAYFRONT NATO, INCORPORATED
312 Chestnut St
Erie, PA 16507-1222
Phone: 814-459-2761
Fax: 814-455-2743
E-mail: Bmlkcenter@aol.com

**GREATER ERIE COMMUNITY ACTION
AGENCY**
18 W 9th St
Erie, PA 16501-1343
Phone: 814-459-4581
Fax: 814-456-0161
E-mail: rflgeac@erie.net

SAINT MARTIN CENTER
1701 Parade Street
Erie, PA 16503-1994
Phone: 814-452-6113
Fax: 814-456-7310
E-mail: DPESCH1@AOL.COM

SHENANGO VALLEY URBAN LEAGUE
601 Indiana Ave
Farrell, PA 16121-1759
Phone: 724-981-5310
Fax: 724-981-1544
E-mail: jlong@pgh.net

**FAIR HOUSING COUNCIL OF THE
CAPITAL REGION, INCORPORATED**
2100 North 6th Street
Harrisburg, PA 17110-2401
Phone: 717-238-9540
Fax: 717-233-5001
E-mail: fhfc@pa.net

**PENNSYLVANIA HOUSING FINANCE
AGENCY**
2101 North Front Street
Harrisburg, PA 17105-8029
Phone: 717-780-3800
Toll-Free: 800-342-2397
Fax: 717-780-3905

**CONSUMER CREDIT COUNSELING
SERVICE OF WESTERN PENNSYLVANIA**
2000 Linglestown Road, Suite 302
Harrisburg, PA 17110
Phone: 717-541-1757
Toll-Free: 888-599-2227
Fax: 717-540-4670
E-mail: jcorrell@cccspa.org
Website: www.cccspa.org

**INDIANA COUNTY COMMUNITY ACTION
PROGRAM, INCORPORATED**
827 Water St
Indiana, PA 15701-1755
Phone: 724-465-2657
Fax: 724-465-5118
E-mail: ICCAP@MAIL.MICROSERVE.NET

**CONSUMER CREDIT COUNSELING
SERVICE OF DELAWARE VALLEY**
801 Old York Road, Suite 301
Jenkintown, PA 19041-
Phone: 215-887-6679
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

TABOR COMMUNITY SERVICES
439 E King St
Lancaster, PA 17602-3004
Phone: 717-397-5182
Fax: 717-399-4127
E-mail: kmmcdivitt@labornet.org

**HOUSING OPPORTUNITIES,
INCORPORATED**
133 7th St
Mc Keesport, PA 15134
Phone: 412-664-1590
Fax: 412-664-0873
E-mail: HOIMAIN@AOL.COM
Website: www.hoisite.org

**CENTER FOR FAMILY SERVICES,
INCORPORATED**
213 W Center St
Meadville, PA 16335-3406
Phone: 814-337-8450
Fax: 814-337-8457
E-mail: chrissicanne@hotmail.com

**CONSUMER CREDIT COUNSELING
SERVICE OF DELAWARE VALLEY**
280 N. Providence Road
Media, PA 19063-
Phone: 610-627-2045
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

**TREHAB CENTER OF NORTHEAST
PENNSYLVANIA**
10 Public Avenue
Montrose, PA 18801-0366
Phone: 570-278-3338
Toll-Free: 800-982-4045
Fax: 570-278-1889
E-mail: dphelps@trehab.org
Website: www.trehab.org

**LAWRENCE COUNTY SOCIAL SERVICES,
INCORPORATED**
241 W. Grant Street
New Castle, PA 16103-0189
Phone: 724-658-7258
Fax 724-658-7664
E-mail: dhennon@lawcss.org

**CONSUMER CREDIT COUNSELING
SERVICE OF DELAWARE VALLEY**
190 Germantown Pike, Suite 140
Norristown, PA 19401-
Phone: 610-272-0578
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

NORTHWEST COUNSELING SERVICE
5001 N Broad St
Philadelphia, PA 19141-2217
Phone: 215-324-7500
Fax: 215-324-8753
E-mail: nwcs@erols.com

**PHILADELPHIA COUNCIL FOR
COMMUNITY ADVANCEMENT**
100 N 17th St Ste 700
Philadelphia, PA 19103-2736
Phone: 215-567-7803
Toll-Free: 800-930-4663
Fax: 215-567-2236
E-mail: mail@philapcca.org
Website: www.philapcca.org

**PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION**
1234 Market St 17th Fl
Philadelphia, PA 19107-3721
Phone: 215-448-3132
Fax: 215-448-3188
E-mail: thomasroberta@hotmail.com

**TENANTS' ACTION GROUP OF
PHILADELPHIA**
21 S 12th St 12th Fl
Philadelphia, PA 19107-3614
Phone: 215-575-0700
Fax: 215-575-0718

**KOREAN COMMUNITY DEVELOPMENT
SERVICES CENTER**
6053-55 North 5th Street
Philadelphia, PA 19120-
Phone: 215-276-8830
Fax: 215-224-8150

DIXON OF DIVERSIFIED COMMUNITY SERVICES
1920 S. 20th Street
Philadelphia, PA 19146
Phone: 215-336-3511
Fax: 215-551-4327
E-mail: demetra.hilton@verizon.com

NEW KENSINGTON COMMUNITY DEVELOPMENT CORPORATION
2513-15 Frankford Ave
Philadelphia, PA 19125-1708
Phone: 215-427-0322
Fax: 215-427-1302
E-mail:
NEWKENWLIBERTYNET.ORG

UNEMPLOYMENT INFORMATION CENTER
1201 Chestnut Street, #702
Philadelphia, PA 19107
Phone: 215-557-0822
Fax: 215-557-6981

HOUSING ASSOCIATION INFORMATION PROGRAM
658-60 N Watts St
Philadelphia, PA 19123-2422
Phone: 215-978-0224
Fax: 215-765-7614

ACORN HOUSING CORPORATION
846 N. Broad St.
Philadelphia, PA 19130
Phone: 215-765-1221
Fax: 215-765-0045
E-mail: ahcpalph@acorn.org
Website: www.acornhousing.org

CENTRO PEDRO CLAVER, INCORPORATED
3565 N 7th St
Philadelphia, PA 19140-4401
Phone: 215-227-7111
Fax: 215-227-7105
E-mail: centro@Libertynet.org

HISPANIC ASSOCIATION OF CONTRACTORS AND ENTERPRISES
167 W. Allegheny Avenue, Suite 200
Philadelphia, PA 19140-
Phone: 215-426-8025
Fax: 215-426-9122

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
7340 Jackson Street
Philadelphia, PA 19136-
Phone: 800-989-2227
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

ASOCIACION PUERTORRIQUENOS EN MARCHA
600 West Diamond Street
Philadelphia, PA 19122
Phone: 215-235-6070
Fax: 215-235-7335
E-mail: eaponte@amphousing.org

GERMANTOWN SETTLEMENT
218 W. Chelten Avenue
Philadelphia, PA 19144
Phone: 215-849-3104
Fax: 215-843-7264

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
1515 Market St Ste 1325
Philadelphia, PA 19102
Phone: 215-563-5665
Toll-Free: 800-989-2227
Fax: 215-563-7020
E-mail: dtagliaferro@cccsdv.org
Website: www.cccsdv.org

MOUNT AIRY, U.S.A.
6639-41 Germantown Ave
Philadelphia, PA 19119
Phone: 215-844-6021
Fax: 215-844-9167

INTERCULTURAL FAMILY SERVICES, INCORPORATED
4225 Chestnut St
Philadelphia, PA 19104-3014
Phone: 215-386-1298
Fax: 215-386-9348
E-mail: ifsi@ifsinc.org
Website: www.ifsinc.org

PHILADELPHIA NEIGHBORHOOD HOUSING SERVICES, INCORPORATED
511 North Broad St 4TH Floor
Philadelphia, PA 19123
Phone: 215-988-9879
Fax: 215-988-1297

NATIONAL ASSOCIATION OF REAL ESTATE BROKERS HOUSING COUNSELING AGENCY OF PHILADELPHIA
1420 W. Susquehanna
Philadelphia, PA 19121-
Phone: 215-235-3737
Fax: 215-763-3799
E-mail: C21H37004@AOL.COM

NUEVA ESPERANZA, INCORPORATED
4261 N. 5th Street
Philadelphia, PA 19140
Phone: 215-324-0746
Fax: 215-324-2542
E-mail: motero@nueva.org

ACTION HOUSING, INCORPORATED
425 Sixth Ave Ste 950
Pittsburgh, PA 15219-1819
Phone: 412-391-1956
Fax: 412-391-4512
E-mail: ahi@actionhousing.org
Website: www.actionhousing.org

NEIGHBORHOOD HOUSING SERVICES, INCORPORATED
355 5th Ave. Suite 1022, Park Building
Pittsburgh, PA 15222-2407
Phone: 412-281-9773
Fax: 412-218-9987

URBAN LEAGUE OF PITTSBURGH
One Smithfield St 3rd Floor
Pittsburgh, PA 15222-2222
Phone: 412-227-4802
Fax: 412-227-4870
E-mail: league@hillhouse.ckp.edu

THREE RIVERS CENTER FOR INDEPENDENT LIVING
900 Rebecca Ave.
Pittsburgh, PA 15221-
Phone: 412-371-7700
Fax: 412-371-9430
E-mail: freed@trcl.org
Website: www.trcl.org

FAIR HOUSING SERVICES CENTER
7 Wood Street, Ste 402
Pittsburgh, PA 15222-
Phone: 412-391-2641
Fax: 412-391-2195

CONSUMER CREDIT COUNSELING OF WESTERN PENNSYLVANIA
2403 Sidney Street, Suite 400
Pittsburgh, PA 15203-
Phone: 412-390-1300
Toll-Free: 888-599-2227
Fax: 412-390-1336
Website: www.cccspa.org

NAZARETH HOUSING SERVICES
285 Bellevue Road
Pittsburgh, PA 15229-2173
Phone: 412-931-3510
Fax: 412-931-7255
E-mail:
bvandivier@mtnazarethcenter.org
Website: www.mtnazarethcenter.org

GARFIELD JUBILEE ASSOCIATION, INCORPORATED
5138 Penn Ave
Pittsburgh, PA 15224-1616
Phone: 412-665-5200
Fax: 412-665-5205
E-mail:
GARFIELD@HILLHOUSE.CKP.EDU

SCHUYKILL COMMUNITY ACTION
225 N Centre St
Pottsville, PA 17901-2511
Phone: 570-622-1995
Fax: 570-622-0429
E-mail: ECONOPP@PTD.NET

BERKS COMMUNITY ACTION PROGRAM BUDGET COUNSELING CENTER
247 N 5th St
Reading, PA 19601-3303
Phone: 610-375-7866
Fax: 610-375-7830
E-mail: bcapberks@aol.com

NEIGHBORHOOD HOUSING SERVICES OF READING, INCORPORATED
213 North 5th Street, Suite 1030
Reading, PA 19601
Phone: 610-372-8433
Fax: 610-374-2866

SCRANTON NEIGHBORHOOD HOUSING SERVICES, INCORPORATED
401 W Market St
Scranton, PA 18508
Phone: 570-558-2490
Fax: 570-558-2496
E-mail: nhscos@epix.net

UNITED NEIGHBORHOOD CENTERS OF LACKAWANNA COUNTY
410 Olive Street
Scranton, PA 18509-
Phone: 570-343-8835
Fax: 570-342-3972

CATHOLIC SOCIAL SERVICES
600 Wyoming Avenue
Scranton, PA 18503
Phone: 570-342-1295
Fax: 570-342-0985
E-mail: cathsoc@epix.net

MERCER COUNTY COMMUNITY ACTION AGENCY
296 A St.
Sharon, PA 16146-1241
Phone: 724-342-0455
Fax: 724-342-1124
E-mail: HFK@nowonline.net

PHOENIXVILLE HOMES
250 N. Main Street
Spring City, PA 19475-
Phone: 610-948-1797
Fax: 610-948-1765
E-mail: HOMES9339770@aol.com

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
208 W. Hamilton Ave, Suite 1
State College, PA 16801-
Phone: 814-238-3668
Fax: 814-238-3669
E-mail: cccsnepa@celnetworks.com
Website: www.cccsnepa.org

MIDPENN LEGAL SERVICES
2054 E College Ave
State College, PA 16801-7201
Phone: 814-238-4958
Fax: 814-238-9504

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
411 Main Street, Suite 102 E
Stroudsburg, PA 18360-
Phone: 570-420-8980
Fax: 570-420-8981
E-mail: cccsnepa@ptd.net
Website: www.cccsnepa.org

FAYETTE COUNTY COMMUNITY ACTION AGENCY
140 North Beeson Avenue
Uniontown, PA 15401
Phone: 724-437-6050
Fax: 724-437-4418
E-mail: msloboda@fccaa.org

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
607 West Street Road
Warminster, PA 18974-
Phone: 215-563-5665
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

WARREN FOREST COUNTY ECONOMIC OPPORTUNITY COUNCIL
1209 Pennsylvania Ave W
Warren, PA 16365-1841
Phone: 814-726-2400
Toll-Free: 800-231-1797
Fax: 814-723-0510
E-mail: swan@wfcaa.org

COMMUNITY ACTION SOUTHWEST
150 W. Beau Street, Suite 304
Washington, PA 15301-
Phone: 724-225-9550
Fax: 724-228-9966
E-mail: bmiller@caswg.org
Website: www.caswg.org

TRI-COUNTY PATRIOTS FOR INDEPENDENT LIVING
69 E Beau St
Washington, PA 15301-4711
Phone: 724-223-5115
TTY/TDD: 724-228-4028
Fax: 724-223-5119
E-mail: trip@tripil.com
Website: www.tripil.com

WASHINGTON COUNTY HOUSING AUTHORITY
100 Crumrine Tower, Franklin Street
Washington, PA 15301-6995
Phone: 724-228-6060
Fax: 724-228-6089

WASHINGTON-GREENE COMMUNITY ACTION CORPORATION
22 W High St
Waynesburg, PA 15370-1324
Phone: 724-852-2893
Fax: 724-627-7713

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
790 E. Market Street, Suite 170
West chester, PA 19382-
Phone: 610-692-4354
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

CONSUMER CREDIT COUNSELING SERVICE OF LEHIGH VALLEY, INC
3671 Crescent Court East
Whitehall, PA 18052-0233
Phone: 610-821-4010
Fax: 610-821-8932
E-mail: cccsiva@enter.net
Website: www.consumercreditlv.org

COMMISSION ON ECONOMIC OPPORTUNITY OF LUZERNE COUNTY
165 Amber Lane
Wilkes Barre, PA 18703-1127
Phone: 570-826-0510
Toll-Free: 800-822-0359
TTY/TDD: 800-432-8007
Fax: 570-829-1665
E-mail: ceo@sunlink.net
Website: www.ceopeoplehelpingpeople.org

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
77 E. Market Street, 7th floor
Wilkes Barre, PA 18701-
Phone: 570-821-0837
Fax: 570-821-1785
E-mail: cccsopfa@epix.net
Website: www.cccsnepa.org

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
201 Basin Street, Suite 6
Williamsport, PA 17701-
Phone: 570-323-6627
Fax: 570-323-6626
E-mail: cccsnepa6@epix.net
Website: www.cccsnepa.org

BUCK COUNTY HOUSING GROUP
2324 Second Street Pike Suite 17
Wrightstown, PA 18940-
Phone: 215-598-3566
Toll-Free: 866-866-0280
Fax: 215-598-1289
E-mail: rmilgram@bchg.org
Website: bchg.org

HOUSING COUNCIL OF YORK
35 South Duke Street
York, PA 17401-
Phone: 717-854-1541
Fax: 717-845-7934
E-mail: sherrie@housingcouncil.org
Website: www.housingcouncil.org

HOUSING AND URBAN DEVELOPMENT ("HUD") NOTIFICATION

**IMPORTANT NOTICE OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1987
PLEASE READ THIS NOTICE. HOMEOWNERSHIP COUNSELING MAY BE AVAILABLE TO YOU.**

DATE: March 2, 2005
TO: LARRY J. KEPHART
RE: Account No. 6817252008
FROM: Sovereign Bank

The Housing and Community Development Act of 1987, requires that Sovereign Bank, F.S.B., notify eligible homeowners with delinquent home loans of the availability of homeownership counseling. Because your home loan is DELINQUENT, you may be eligible for homeownership counseling provided by certain non-profit organizations. The following organizations are experienced in the provision of homeownership counseling and have been approved by the Secretary of Housing and Urban Development ("HUD").

PLEASE CONTACT THE NEAREST COUNSELING AGENCY ON THE ATTACHED LIST OR CALL THE HUD TOLL FREE NUMBER AT 1-800-569-4287 FOR MORE INFORMATION.

The Bank does not provide homeownership counseling. However, should you have any questions about your home loan or the attached list you may call or write to the Bank. The name, address and telephone number of our representative is:

SOVEREIGN BANK
CONSUMER COLLECTIONS
PO BOX 798
SHILLINGTON PA 19607
1-800-929-0234

If you desire to receive homeownership counseling, it is important that you promptly contact a counseling agency from the attached list.

Joseph R Sedlock Jr.
Vice President



HOUSING AND URBAN DEVELOPMENT ("HUD") NOTIFICATION

**IMPORTANT NOTICE OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1987
PLEASE READ THIS NOTICE. HOMEOWNERSHIP COUNSELING MAY BE AVAILABLE TO YOU.**

DATE: March 2, 2005
TO: MARIEL E. KEPHART
RE: Account No. 6817252008
FROM: Sovereign Bank

The Housing and Community Development Act of 1987, requires that Sovereign Bank, F.S.B., notify eligible homeowners with delinquent home loans of the availability of homeownership counseling. Because your home loan is **DELINQUENT**, you may be eligible for homeownership counseling provided by certain non-profit organizations. The following organizations are experienced in the provision of homeownership counseling and have been approved by the Secretary of Housing and Urban Development ("HUD").

PLEASE CONTACT THE NEAREST COUNSELING AGENCY ON THE ATTACHED LIST OR CALL THE HUD TOLL FREE NUMBER AT 1-800-569-4287 FOR MORE INFORMATION.

The Bank does not provide homeownership counseling. However, should you have any questions about your home loan or the attached list you may call or write to the Bank. The name, address and telephone number of our representative is:

SOVEREIGN BANK
CONSUMER COLLECTIONS
PO BOX 798
SHILLINGTON PA 19607
1-800-929-0234

If you desire to receive homeownership counseling, it is important that you promptly contact a counseling agency from the attached list.

Joseph R Sedlock Jr.
Vice President

PIOSA REILLY & CAPEHART

ATTORNEYS AT LAW

MICHAEL J. PIOSA
THOMAS E. REILLY, JR.
THOMAS A. CAPEHART

ONE WINDSOR PLAZA, SUITE 202
7535 WINDSOR DRIVE
ALLENTOWN, PENNSYLVANIA 18195-1014

TO: Larry J. Kephart, Jr. and Mariel E. Kephart:

TEL: (610) 530-7500
FAX: (610) 530-8190

We have filed this complaint against you on behalf of our client, Sovereign Bank,
F.S.B.

WE ARE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, 15
U.S.C. Section 1692, TO PROVIDE YOU WITH THE FOLLOWING NOTICE:

The amount of the debt owed by you is \$47,570.39 as of April 15, 2005.

Waypoint Bank, is the original creditor for this debt.

You have thirty (30) days from the date of this Notice to dispute the validity of this debt. If you fail to dispute the validity of this debt within thirty (30) days, we will assume the debt is valid and the amount of the debt is correct. If you notify us in writing that the debt or any portion thereof is disputed by you, we will obtain verification of the debt from our client and provide such verification to you.

Please be advised that despite the thirty(30) day period described above, the Bank is not required to wait thirty (30) days to take any action to enforce its rights to collect the amount owed, including by not limited to, filing a lawsuit against you. As such, you should expect the Bank to proceed with any such action within the time frame set forth in the accompanying complaint, and any other previous correspondence you may have received directly from the Bank.

Please note that if you have filed a petition in bankruptcy or if you have received a discharge in bankruptcy, this notice is for information purposes only and should not be considered as an attempt to collect the debt, but only enforcement of a lien against property.

This letter is from a debt collector. This letter and any other correspondence from this office is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,


Thomas A. Capehart

EXHIBIT "F"

LAW OFFICES

PIOSA REILLY & CAPEHART

ONE WINDSOR PLAZA

7535 WINDSOR DRIVE

ALLENTOWN, PENNSYLVANIA 18195-1014

WE DO HEREBY CERTIFY THAT
THE WITHIN IS A TRUE AND COR-
RECT COPY OF THE
FILED IN THIS ACTION
BY TH ATTORNEY

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA.
CIVIL DIVISION - LAW**

SOVEREIGN BANK, F.S.B., successor in interest to Waypoint Bank, Plaintiff) NO. 05-595-CD
vs.)
LARRY J. KEPHART, JR., and MARIEL E. KEPHART, Husband and Wife, Defendants) MORTGAGE FORECLOSURE

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFICE LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**DAVOD MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641 EXT 5982**

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

APR 25 2005

Attest.

William C. Brown
Prothonotary/
Clerk of Courts

PIOSA REILLY & CAPEHART

By: Thomas A. Capehart
Thomas A. Capehart, Esquire
Attorney for Plaintiff
Attorney I. D. No. 57440

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

SOVEREIGN BANK, F.S.B., successor in interest to Waypoint Bank, Plaintiff vs. LARRY J. KEPHART, JR., and MARIEL E. KEPHART, Husband and Wife, Defendants))))) NO.))))) MORTGAGE FORECLOSURE)))))

COMPLAINT

AND NOW, comes the Plaintiff, Sovereign Bank, F.S.B., successor in interest to Waypoint Bank, by and through its attorney, Thomas A. Capehart, Esquire, and avers a cause of action of which the following is a statement:

1. The Plaintiff, Sovereign Bank, F.S.B., Mortgagee, is a Federal Savings Bank with a principal office located at 601 Penn Street, Reading, Berks County, Pennsylvania 19601.
2. The Defendants, Larry J. Kephart, Jr. and Mariel E. Kephart are adult individuals currently residing at 62 Chestnut Street, Madera, Pennsylvania 16661.
3. The Defendants are the owners of record of the premises known as Box 460 Chestnut Street, a/k/a 62 Chestnut Street, Madera, Bigler Township, Clearfield County, Pennsylvania, and more fully described in Exhibit "A" which is attached hereto and incorporated herein (the "Premises").
4. On March 29, 2002, Defendants executed and delivered a Mortgage to Plaintiff upon the Premises, which Mortgage was recorded on April 17, 2002 in the Office of the Recorder of Deeds, Clearfield County, Pennsylvania, at Mortgage

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
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ALLENTOWN, PA 18195-1014
(610) 530-7500

Document ID No. 200205932, et. seq. (the "Mortgage"). A true and correct copy of the Mortgage is attached hereto, marked as Exhibit "B", and incorporated herein.

5. The Mortgage has not been assigned by the Plaintiff.

6. The Mortgage was given as collateral security for a loan to the Defendants as evidenced by an Installment Note and Security Agreement executed by the Defendants on March 29, 2002 in the principal amount of Forty-one Thousand Seven Hundred Seventy-eight Dollars and Forty-three Cents (\$41,778.43) (the "Note"). A true and correct copy of the Note is attached hereto, marked as Exhibit "C", and incorporated herein.

7. The Mortgage is in default because the Defendants have failed to make monthly payments of principal and interest due under the terms of the Note and the Mortgage since April 3, 2004.

8. Because of the aforesaid default, on or about March 2, 2005, an Act 91 Notice to Take Action to Save Your Home From Foreclosure was mailed to the Defendants by certified mail, return receipt requested, wherein Plaintiff demanded that the Defendants make a payment of \$5,890.55 as required by the Mortgage in order to cure the aforesaid default. A true and correct copy of the said Act 91 Notice is attached hereto and marked as Exhibit "D", and incorporated herein.

9. A copy of the Verification Notice pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. Section 1692, is attached hereto, marked as Exhibit "E" and incorporated herein.

10. The Defendants have failed to pay the amount demanded in the Act 91 Notice in order to cure the said default.

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
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(610) 530-7500

11. Pursuant to the Mortgage, Plaintiff is permitted to recover reasonable attorney's fees as part of this Mortgage Foreclosure Action. Plaintiff anticipates the legal fees in this matter will be One Thousand One Hundred Five Dollars (\$1,105.00).

14. As a result of the default which occurred on April 3, 2004 and since the mailing of the Act 91 Notice, the following amounts are now due pursuant to the terms of the Mortgage:

(a)	Principal	\$40,717.29
(b)	Interest to 04/15/05	4,493.58
(c)	Late Charges	806.02
(d)	Escrow Due	420.00
(e)	Satisfaction Fees	28.50
(e)	Attorney's Fees & Costs	<u>1,105.00</u>
	TOTAL	<u>\$47,570.39</u>

WHEREFORE, Plaintiff demands judgment in its favor and against the Defendants in the amount of \$47,570.39, plus interest from April 15, 2005, late charges, escrow advances, costs of foreclosure and sale of the mortgaged property and costs of this proceeding and reasonable attorney's fees as provided the Note and Mortgage.

PIOSA, REILLY & CAPEHART

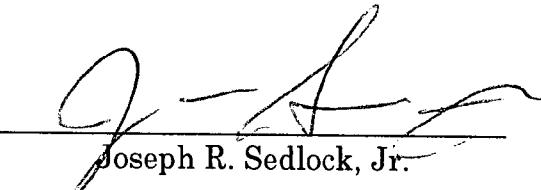
By: 

Thomas A. Capehart, Esquire
Attorney for Plaintiff
I. D. No. 57440

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTOWN, PA 18195-1014
(610) 530-7500

VERIFICATION

I, JOSEPH R. SEDLOCK, JR, state that I am the Vice President of Sovereign Bank, Plaintiff in the within action, and as such, I am authorized to make this Verification on behalf of the said Sovereign Bank, and verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



Joseph R. Sedlock, Jr.

Dated: April 20, 2005

ALL THOSE CERTAIN lots situate in the Jerry Megarty Addition to Lawton Town Plot in the Village of Madera, Township of Bigler, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the Southwest corner of Lot No. 9 on the North side of Hickory Street; thence along the line of Hickory Street South 70 degrees 20 minutes West 150 feet to corner on the line of New York Central right of way; thence along New York Central right of way line by a curve in a Northwesterly direction 234 feet to corner on New York Central right of way line; thence along the land of Robert Shoff North 78 degrees 58 minutes East 188 feet to a corner; thence along line of said Robert Shoff North 35 degrees 47 minutes West 18 feet to corner on an alley; thence along the line of said alley North 70 degrees 20 minutes East 138 feet to Northwest corner of Lot No. 9; thence along line of Lot No. 9 South 19 degrees 40 minutes East 150 feet to place of Beginning. Being Lot No. 10, No. 11 and No. 12 in the Jerry Hegarty Addition of Lawton Town Plot.

Under and subject to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

TAX ID # 103-K14-484-39

BEING THE SAME PREMISES which Gregory Thomas Hensal and Pamela Gail Hensal, by Deed dated June 19, 1999, and recorded on June 23, 1999 in the Office for the Recording of Deeds, in and for Clearfield County, at Deed Book Volume 1999-1, page 0457, granted and conveyed unto Larry J. Kephart, Jr., and Mariel E. Kephart, husband and wife, the within Mortgagors, their heirs and assigns.

EXHIBIT "A"

12-51000576
Waypoint Bank and its successors and assigns
2nd and Pine Streets
Harrisburg, Pennsylvania 17101

MORTGAGE

THIS MORTGAGE made this 29 day of March 02
between LARRY J KEPHART JR and MARIEL E KEPHART

of, BOX 460 CHESTNUT STREET MADERA, PA 16661 as Mortgagor, and
Waypoint Bank and its successors and assigns of Harrisburg, Pennsylvania as Mortgagee.

WITNESSETH that the Mortgagor has executed and delivered to the Mortgagee a Note/Agreement on this date in
the face amount of \$ 41778.43 with interest thereon at the rate specified therein requiring
the performance of all the terms, covenants and conditions therein contained; all of which are made an integral
part hereof and incorporated herein by reference. As evidence of said indebtedness of Mortgagor to Mortgagee,
and as security for payment of said Note/Agreement with interest and in consideration of \$1.00 paid by
Mortgagee, the Mortgagor does hereby bargain, sell, grant and convey unto Mortgagee:

ALL THAT CERTAIN piece of land together with all improvements thereon erected situate in:

1. MADERA, BIGLER, County of CLEARFIELD
(City, Boro, or Twp.)
2. _____, County of _____
(City, Boro, or Twp.)
3. _____, County of _____
(City, Boro, or Twp.)
and PA (State/Commonwealth), known as: 1 BOX 460 CHESTNUT STREET MADERA PA 16661
2 _____ 3 _____
(Identification of Mortgaged premises)

For title into the Mortgagor see Deed recorded in the County of CLEARFIELD

1 in: Deed Book 1999 10457, Volume _____, Page 10457

See Attached Exhibit A

2 in: Deed Book, Volume _____, Page _____

3 in: Deed Book, Volume _____, Page _____

TOGETHER with all buildings, improvements, rights of way, rights and privileges, hereditaments and
appurtenances, and the reversions, remainders, rents, issues and profits thereof.

Mortgagor covenants and warrants that Mortgagor has full fee simple title to premises above described; that the
buildings on the premises shall be kept insured against loss by fire and other casualty for benefit of Mortgagee in
amounts satisfactory to Mortgagee, with standard Mortgagee clause; and Mortgagor will pay any tax,
assessment, municipal or other governmental charge, including water and sewer rents charged to said premises,
and will deliver to Mortgagee receipts therefor immediately upon demand.

Provided that if said Note is paid in accordance with its terms and if all other terms, conditions, and covenants of
this mortgage and the aforesaid Note are performed, the estate hereby granted shall cease and this mortgage
shall be void and of no effect.

The transfer of any interest in the property mortgaged herein without the prior written consent of Mortgagee,
except for a leasehold interest for three years or less, not containing an option to purchase, is a default
hereunder.

In the event of default hereunder or under the terms of the note, the entire balance of the debt shall fall due and
Mortgagee may institute an action of mortgage foreclosure hereon. If Mortgagee retains an attorney to institute
action on said Note or an action of foreclosure on this mortgage, Mortgagor shall pay, in addition to the principal,
interest and costs, an attorney's collection fee of 15% of the principal balance then due; and if a judgment is
entered in favor of Mortgagee against Mortgagor in said suit and Mortgagee thereafter secures a Writ of
Execution or other appropriate writ, Mortgagor waives all rights and benefits under any and all laws or rules of
the court now or hereafter in effect, granting or permitting any exemption or stay of execution against the
mortgaged premises or any other property whatsoever, and such judgment shall bear interest at the applicable
rate until the full amount due Mortgagee is actually paid.

The word "Mortgagee" shall be construed to include successors and assigns of Mortgagee, and the word
"Mortgagor" shall be construed to include the respective heirs, executors, administrators, successors and assigns
of Mortgagor. If there is more than one party named herein as a Mortgagor, the word "Mortgagor", whenever
occurring, shall be deemed and taken to be the plural; and all covenants, waivers, warrants, promises, and
releases by, and the obligations or liabilities imposed upon, Mortgagor under this mortgage shall bind them jointly
and severally, together with each of their respective heirs, executors, administrators, successors and assigns.

Any forbearances by Mortgagee in exercising any right or remedy hereunder, or otherwise permitted by law, shall
not be a waiver of or preclude the exercise of any such right or remedy.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Mortgagor has hereunto set hand and seal the
day and year first above written.

Witnessed and delivered in the presence of:

Larry J Kephart Jr
Marie E Kephart

Larry J Kephart Jr
Marie E Kephart

EXHIBIT

Tables:

"B"

GOVERNING LAW: Terms following a apply when checked.

If the Mortgaged Property is located within the Commonwealth of Pennsylvania, then this agreement shall be governed by the laws of the Commonwealth of Pennsylvania, except to the extent that such laws have been preempted or superseded by Federal Law.

If the Mortgaged Property is located within the State of Maryland, then this agreement shall be governed by the laws of the State of Maryland, except to the extent that such laws have been preempted or superseded by Federal Law. If this Agreement is governed by the laws of the State of Maryland, then the Lender elects to have this Agreement governed by Title 12 of the Commercial Law Article of the Annotated Code of Maryland.

Subtitle 9, Credit Grantors Open - End Provisions

Subtitle 10, Credit Grantors Closed - End Provisions

STATE OF Pennsylvania

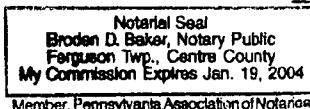
) SS:

COUNTY OF Clearfield

)

On this, the 29 day of March 2002, before me the undersigned officer, personally appeared Larry J Kephart Jr + Mariel E. Kephart
Mortgagor(s) known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that (he, she, or they) executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereto set my hand and notarial seal.



Notary Public

I HEREBY CERTIFY that the precise residence of the Mortgagee(s) and person entitled to interest on this Mortgage is Waypoint Bank, 2nd and Pine Streets, Harrisburg, Pennsylvania 17101.

Loan Officer

MAR-28-02 THU 03:29 PM DIRECT CONSUMER LOAN

FAX NO. 7172312970

P. 04/04

03/06/02 15:53:13

Data Search->

RightFax

Page 881

Standard Legal

Customer Name: Kephart, Larry J. Jr. & Mariel E.
To be attached to report number 920763

Schedule "A"

Legal Description:

All those certain lots situate in the Jerry Megarty Addition to Lawton Town Plot in the Village of Madera, Township of Bigler, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

Beginning at the Southwest corner of Lot No. 9 on the North side of Hickory Street; thence along the line of Hickory Street South 70 degrees 20 minutes West 150 feet to corner on the line of New York Central right of way; thence along New York Central right of way line by a curve in a Northwesterly direction 234 feet to corner on New York Central right of way line; thence along the land of Robert Shoff North 78 degrees 58 minutes East 188 feet to a corner; thence along line of said Robert Shoff North 36 degrees 47 minutes West 18 feet to corner on an alley; thence along the line of said alley North 70 degrees 20 minutes East 138 feet to Northwest corner of Lot No. 9; thence along line of Lot No. 9 South 19 degrees 40 minutes East 150 feet to place of beginning. Being Lots No. 10, No. 11 and No. 12 in the Jerry Hogarty Addition of Lawton Town Plot.

Under and Subject to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

TAX ID# 103-K14-484-39

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER 200205932
RECORDED ON Apr 17, 2002
11:19:57 AM
Total Pages: 3

RECORDING FEES - \$15.00
RECORDED
COUNTRY IMPROVEMENT \$1.00
FUND
RECORDER \$1.00
IMPROVEMENT FUND
STATE GRIT TAX \$0.50
TOTAL \$15.00
CUSTOMER
WAYPOINT BANK

Installment Note and Security Agreement**WAYPOINT BANK**\$ 41778.43No. 7251000576

March 29, 2002

For value received, the undersigned, jointly and severally, ("Borrower") promises to pay to the order of Waypoint Bank * at 235 North Second Street, Harrisburg, PA 17101, or any branch office, the principal sum of

With interest at the rate of 10.490 % per annum on the unpaid balance in 180 successive monthly installments of 462.23 each, the first installment to be due and payable on the 3 day May, 2002, successive installments to be due and payable on the like day of each month thereafter until the entire indebtedness evidenced hereby is paid in full, except that any remaining indebtedness, if not sooner paid, shall be due and payable on 04/03/17. If any installment is late, Borrower agrees that additional charges for interest will be due at the stated rate due at the non-reduction of principal whether or not Waypoint is elects to accelerate the due date as provided for under DEFAULT below.

LATE CHARGES

If any installment is late, by more than 15 days Borrower agrees to pay a late charge \$ 20.00 OR 10 % of the late payment which ever is greater lesser whether or not Waypoint elects to accelerate the due date as provided for under Default below. In addition, if collection requires referral to any attorney for collection, Borrower agrees in the event of default to pay reasonable attorney's fees and to pay all legally recoverable charges.

SECURITY INTEREST AND COLLATERAL

As security for the payment of all sums under this note and all other existing indebtedness to Waypoint, the Borrower hereby grants a security interest in any insurance required or purchased hereunder, and in the following as indicated.

Under the Uniform Commercial Code to Waypoint in the property described below together with all additions, attachments, parts and extra parts not or hereafter installed in or affixed thereto

Granted by the Collateral Mortgage dated 03/29/02 for the following real estate
BOX 460 CHESTNUT STREET, MADERA, PA 16661

In _____

Borrower shall not permit any other lien or encumbrance of any nature to be placed upon the Collateral without the consent of Waypoint.

INSURANCE

The Borrower agrees to keep the Collateral Insured against loss or damage by fire, theft, or other casualty in an amount agreeable to Waypoint with a loss-payee clause in favor of Waypoint, and the Borrower assigns to Waypoint all rights to receive proceeds of any such insurance, and directs any insurer to pay all such proceeds to Waypoint, and authorizes Waypoint to endorse any draft for such proceeds. The Borrower agrees to pay all taxes on the Collateral. The collateral shall not be sold or removed from the above location without the written written consent of Waypoint. This Insurance, if required by this loan, may be obtained by the Borrower from any insurer of his choice acceptable to Waypoint. Such insurance is not available through Waypoint.

CREDIT INSURANCE

CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the cost(s) shown below: Single Credit Life and Single Credit Accident & Health Insurance are available to any one Borrower signing for insurance below. Joint Credit Life Insurance is available to both Borrowers signing for insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Borrower(s) to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE.)

By signing, you want Single Credit Life Insurance, which costs: \$ _____

By signing, you want Single Credit Accident & Health Insurance, which costs: \$ _____

By signing, you both want Joint Credit Life Insurance, which costs: \$ _____ What are your ages?

Signature of Borrower to be insured for Single Credit Life Insurance.

Signature of Borrower to be insured for Single Credit Accident & Health Insurance.

1. _____ Years

What is your age? _____ Years.

What is your age? _____ Years.

2. _____ Years

Name of Insurer:

I/We do not desire any Credit Life or Accident & Health Insurance.

Signatures of both Borrowers to be insured for Joint Credit Life Insurance.

1. Harry J Kephart Jr 2. Mariel E Kephart
(Signature of Borrower(s) rejecting Insurance.)

PREPAYMENT

If this notice, including accrued finance charges, is prepaid in full by cash, a new loan, refinancing or otherwise, there is no penalty and interest charges will stop on the date prepayment is made.

WAIVERS

The Borrower, and all endorsers and guarantors, hereby jointly and severally waive notice of default, demand presentation for payment, notice of non-payment, protest, notice of protest, diligence in bringing suit hereunder, and all defenses on the grounds of any extension of time of payment that may be given by Waypoint to any maker hereof.

DEFAULT

The occurrence of any of the following events shall constitute a default hereunder, and shall, at the option of Waypoint, render the entire unpaid balance of this note and all other liabilities of the Borrower to Waypoint immediately due and payable without notice or demand to the Borrower or any endorser or guarantor: (a) non-payment hereunder of any payment when due and payable; (b) failure of the Borrower or any endorser or guarantor, to perform any agreement herein or in any other instrument, agreement or writing given to Waypoint; (c) death of the Borrower, or any endorser or guarantor; (d) Insolvency, bankruptcy, assignment for the benefit of creditors, or any other act of insolvency under state or federal law, by the Borrower, any endorser or guarantor, or the institution of any bankruptcy, insolvency, arrangement, debt adjustment, or receivership proceeding in which the borrower, or any endorser or guarantor is alleged to be insolvent or unable to pay his debts as they become due; (e) Waypoint, in good faith, believes that the prospect of payment hereunder has been impaired; (f) entry of any judgment in any court of competent jurisdiction against the Borrower or any endorser or guarantor; (g) transfer or attempted transfer of any interest of Borrower in the security pledged therefore; (h) failure of borrower to maintain or prevent the deterioration and degradation of the value of the security or abandonment of the security.

ASSUMPTION AND PROVISIONS AFFECTING REAL ESTATE

If this loan is secured by real estate, the transfer, without Waypoint prior written consent, of any interest in the real estate except the grant of a leasehold interest for three years or less not containing an option to purchase, is a default hereunder. A purchaser of real estate pledged as security for this loan cannot assume the remainder of this loan on the original terms.

REMEDIES

Upon the occurrence of any default hereunder, Waypoint shall have all rights and remedies with respect to this note and the collateral as provided herein and as provided for by law, including, without limitation, the Pennsylvania Uniform Commercial Code, and all such rights and remedies shall be cumulative. To the extent permitted by law, upon default, Waypoint shall have the immediate right of set-off against all money owed by Waypoint to the Borrower or any endorser or guarantor.

The undersigned acknowledges receipt of a copy of this note and Collateral Mortgage, if applicable, at the time of execution hereof.

Dawn M Deauwergia
Witness to all signatures

Harry J Kephart Jr (SEAL)
HARRY J KEPHART JR
BOX 460 CHESTNUT STREET, MADERA, PA 16661
Mariel E Kephart (SEAL)
MARIEL E KEPHART
BOX 460 CHESTNUT STREET, MADERA, PA 16661

GOVERNING LAW: Terms following apply when checked.
 If the Collateral Property is located within the Commonwealth of Pennsylvania, then this agreement shall be governed by the laws of Commonwealth of Pennsylvania, except to the extent that such laws have been preempted or superseded by Federal Law.

If the Collateral Property is located within the State of Maryland, then this agreement shall be governed by the laws of the State of Maryland, except to the extent that such laws have been preempted or superseded by Federal Law. The Lender elects to have this agreement governed by Subtitle 10, Credit Grantors Closed End Provisions of Title 12 of the Commercial Law Article of the Annotated Code of Maryland.

EXHIBIT

"C"

ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

Date of Notice: March 2, 2005

LARRY J. KEPHART
P O BOX 460
CHESTNUT STREET
MADERA, PA 16661

Loan # 6817252008

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

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

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

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

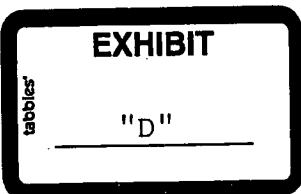
This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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.

HOMEOWNER'S NAME(S): LARRY J. KEPHART
MARIEL E. KEPHART
PROPERTY ADDRESS: P O BOX 460
CHESTNUT STREET
MADERA, PA 16661

LOAN ACCT. NO.: 6817252008

CURRENT LENDER/SERVICER: Sovereign Bank



HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

AGENCY ACTION -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT --The MORTGAGE held by Sovereign Bank (hereinafter we, us, or ours) on your property located at P O BOX 460 CHESTNUT STREET, MADERA, PA 16661, IS SERIOUSLY IN DEFAULT because you have not made the monthly payments of \$462.23 since APRIL 3, 2004 to the present. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$5,890.55. The total amount includes late charges and any other charges that have accrued to this date. If you disagree with the assertion that a default has occurred or the correctness of the calculated amount required to cure the default, contact:

SOVEREIGN BANK
CREDIT COUNSELING DEPARTMENT
PO BOX 798
SHILLINGTON PA 19607
1-800-929-0234

HOW TO CURE THE DEFAULT --You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5,890.55, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable to Sovereign Bank and sent to the above address.

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: SOVEREIGN BANK

Address: PO BOX 798, SHILLINGTON, PA 19607

Phone Number: 1-800-929-0234

Fax Number: 610-378-6659

Contact Person: Joseph B. Higham, Assistant Vice President

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE -- You may have the right to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

ACT 91 NOTICE
TAKE ACTION TO SAVE
YOUR HOME FROM
FORECLOSURE

Date of Notice: March 2, 2005

MARIEL E. KEPHART
P O BOX 460
CHESTNUT STREET
MADERA, PA 16661

Loan # 6817252008

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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.

HOMEOWNER'S NAME(S): MARIEL E. KEPHART
LARRY J. KEPHART
PROPERTY ADDRESS: P O BOX
CHESTNUT STREET
MADERA, PA 16661

LOAN ACCT. NO.: 6817252008

CURRENT LENDER/SERVICER: Sovereign Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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SOVEREIGN BANK
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SHILLINGTON PA 19607
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Fax Number: 610-378-6659

Contact Person: Joseph B. Higham, Assistant Vice President

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Consumer Credit Counseling Agencies
of
PENNSYLVANIA**

HISPANIC AMERICAN ORGANIZATION
136 S. 4th Street
Allentown, PA 18102
Phone: 610-435-5334
Fax: 610-435-2131

**NEIGHBORHOOD HOUSING SERVICES
OF THE LEHIGH VALLEY,
INCORPORATED**
239 N.10th Street
Allentown, PA 18102
Phone: 610-437-4571
Fax: 610-437-9958
E-mail: carolnhs@aol.com
Website: www.allentownnhs.org

**BLAIR COUNTY COMMUNITY ACTION
AGENCY**
2100 Sixth Avenue, Suite 102
Altoona, PA 16602-
Phone: 814-946-3651
Fax: 814-946-5451

**HOUSING OPPORTUNITIES OF BEAVER
COUNTY, INCORPORATED**
650 Corporation St Ste 207
Beaver, PA 15009
Phone: 724-728-7511
Fax: 724-728-7202
E-mail: hobc@timesnet.net
Website: www.hobc123.org

**COMMUNITY ACTION COMMITTEE OF
LEHIGH VALLEY, INCORPORATED**
651 East Broad Street
Bethlehem, PA 18018
Phone: 610-691-5620
Fax: 610-691-6582
E-mail: pmorton@CACLV.org
Website: www.CACLV.org

BUTLER COUNTY HOUSING AUTHORITY
Null
Butler, PA 16003-1917
Phone: 724-287-6797
Fax: 724-287-7906

**CHESTER COMMUNITY IMPROVEMENT
PROJECT**
412 Avenue of the States
Chester, PA 19016
Phone: 610-876-8663
Fax: 610-876-3449

**CONSUMER CREDIT COUNSELING
SERVICE OF NORTHEASTERN
PENNSYLVANIA**
1400 Abington Executive Park
Suite #1
Clarks Summit, PA 18411
Phone: 570-587-9163
Toll-Free: 800-922-9537
Fax: 570-587-9134
E-mail: cccsnepa@epix.net
Website: www.cccsnepa.org

**NORTHERN TIER COMMUNITY ACTION
CORPORATION**
135 W 4th St
Emporium, PA 15834-1123
Phone: 814-486-1161
Fax: 814-486-0825
E-mail: william.krog@ntcac.org

BAYFRONT NATO, INCORPORATED
312 Chestnut St
Erie, PA 16507-1222
Phone: 814-459-2761
Fax: 814-455-2743
E-mail: Bmlkcenter@aol.com

**GREATER ERIE COMMUNITY ACTION
AGENCY**
18 W 9th St
Erie, PA 16501-1343
Phone: 814-459-4581
Fax: 814-456-0161
E-mail: rlgeac@erie.net

SAINT MARTIN CENTER
1701 Parade Street
Erie, PA 16503-1994
Phone: 814-452-6113
Fax: 814-456-7310
E-mail: DPESCH1@AOL.COM

SHENANGO VALLEY URBAN LEAGUE
601 Indiana Ave
Farrell, PA 16121-1759
Phone: 724-981-5310
Fax: 724-981-1544
E-mail: jlong@pgh.net

**FAIR HOUSING COUNCIL OF THE
CAPITAL REGION, INCORPORATED**
2100 North 6th Street
Harrisburg, PA 17110-2401
Phone: 717-238-9540
Fax: 717-233-5001
E-mail: ffhc@pa.net

**PENNSYLVANIA HOUSING FINANCE
AGENCY**
2101 North Front Street
Harrisburg, PA 17105-8029
Phone: 717-780-3800
Toll-Free: 800-342-2397
Fax: 717-780-3905

**CONSUMER CREDIT COUNSELING
SERVICE OF WESTERN PENNSYLVANIA**
2000 Linglestown Road, Suite 302
Harrisburg, PA 17110
Phone: 717-541-1757
Toll-Free: 888-599-2227
Fax: 717-540-4670
E-mail: jcorrell@cccspa.org
Website: www.cccspa.org

**INDIANA COUNTY COMMUNITY ACTION
PROGRAM, INCORPORATED**
827 Water St
Indiana, PA 15701-1755
Phone: 724-465-2657
Fax: 724-465-5118
E-mail: ICCAP@MAIL.MICROSERVE.NET

**CONSUMER CREDIT COUNSELING
SERVICE OF DELAWARE VALLEY**
801 Old York Road, Suite 301
Jenkintown, PA 19041-
Phone: 215-887-6679
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

TABOR COMMUNITY SERVICES
439 E King St
Lancaster, PA 17602-3004
Phone: 717-397-5182
Fax: 717-399-4127
E-mail: kmrmcdivitt@labornet.org

**HOUSING OPPORTUNITIES,
INCORPORATED**
133 7th St
Mc Keesport, PA 15134
Phone: 412-664-1590
Fax: 412-664-0873
E-mail: HOIMAIN@AOL.COM
Website: www.hoisite.org

**CENTER FOR FAMILY SERVICES,
INCORPORATED**
213 W Center St
Meadville, PA 16335-3406
Phone: 814-337-8450
Fax: 814-337-8457
E-mail: chrissicanne@hotmail.com

**CONSUMER CREDIT COUNSELING
SERVICE OF DELAWARE VALLEY**
280 N. Providence Road
Media, PA 19063-
Phone: 610-627-2045
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

**TREHAB CENTER OF NORTHEAST
PENNSYLVANIA**
10 Public Avenue
Montrose, PA 18801-0366
Phone: 570-278-3338
Toll-Free: 800-982-4045
Fax: 570-278-1889
E-mail: dphelps@trehab.org
Website: www.trehab.org

**LAWRENCE COUNTY SOCIAL SERVICES,
INCORPORATED**
241 W. Grant Street
New Castle, PA 16103-0189
Phone: 724-658-7258
Fax: 724-658-7664
E-mail: dhennon@lawcss.org

**CONSUMER CREDIT COUNSELING
SERVICE OF DELAWARE VALLEY**
190 Germantown Pike, Suite 140
Norristown, PA 19401-
Phone: 610-272-0578
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

NORTHWEST COUNSELING SERVICE
5001 N Broad St
Philadelphia, PA 19141-2217
Phone: 215-324-7500
Fax: 215-324-8753
E-mail: nwcs@erols.com

**PHILADELPHIA COUNCIL FOR
COMMUNITY ADVANCEMENT**
100 N 17th St Ste 700
Philadelphia, PA 19103-2736
Phone: 215-567-7803
Toll-Free: 800-930-4663
Fax: 215-567-2236
E-mail: mail@philapcca.org
Website: www.philapcca.org

**PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION**
1234 Market St 17th Fl
Philadelphia, PA 19107-3721
Phone: 215-448-3132
Fax: 215-448-3188
E-mail: thomasroberta@hotmail.com

**TENANTS' ACTION GROUP OF
PHILADELPHIA**
21 S 12th St 12th Fl
Philadelphia, PA 19107-3614
Phone: 215-575-0700
Fax: 215-575-0718

**KOREAN COMMUNITY DEVELOPMENT
SERVICES CENTER**
6053-55 North 5th Street
Philadelphia, PA 19120-
Phone: 215-276-8830
Fax: 215-224-8150

DIXON OF DIVERSIFIED COMMUNITY SERVICES
1920 S. 20th Street
Philadelphia, PA 19146
Phone: 215-336-3511
Fax: 215-551-4327
E-mail: demetra.hilton@verizon.com

NEW KENSINGTON COMMUNITY DEVELOPMENT CORPORATION
2513-15 Frankford Ave
Philadelphia, PA 19125-1708
Phone: 215-427-0322
Fax: 215-427-1302
E-mail:
NEWKENWLIBERTYNET.ORG

UNEMPLOYMENT INFORMATION CENTER
1201 Chestnut Street, #702
Philadelphia, PA 19107
Phone: 215-557-0822
Fax: 215-557-6981

HOUSING ASSOCIATION INFORMATION PROGRAM
658-60 N Watts St
Philadelphia, PA 19123-2422
Phone: 215-978-0224
Fax: 215-765-7614

ACORN HOUSING CORPORATION
846 N. Broad St
Philadelphia, PA 19130
Phone: 215-765-1221
Fax: 215-765-0045
E-mail: ahcpalcp@acorn.org
Website: www.acornhousing.org

CENTRO PEDRO CLAVER, INCORPORATED
3565 N 7th St
Philadelphia, PA 19140-4401
Phone: 215-227-7111
Fax: 215-227-7105
E-mail: centro@Libertynet.org

HISPANIC ASSOCIATION OF CONTRACTORS AND ENTERPRISES
167 W. Allegheny Avenue, Suite 200
Philadelphia, PA 19140-
Phone: 215-426-8025
Fax: 215-426-9122

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
7340 Jackson Street
Philadelphia, PA 19136-
Phone: 800-989-2227
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

ASOCIACION PUERTORRIQUEÑOS EN MARCHA
600 West Diamond Street
Philadelphia, PA 19122
Phone: 215-235-6070
Fax: 215-235-7335
E-mail: eaponte@amphousing.org

GERMANTOWN SETTLEMENT
218 W. Chelten Avenue
Philadelphia, PA 19144
Phone: 215-849-3104
Fax: 215-843-7264

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
1515 Market St Ste 1325
Philadelphia, PA 19102
Phone: 215-563-5665
Toll-Free: 800-989-2227
Fax: 215-563-7020
E-mail: dtagliaferro@cccsdv.org
Website: www.cccsdv.org

MOUNT AIRY, U.S.A.
6639-41 Germantown Ave
Philadelphia, PA 19119
Phone: 215-844-6021
Fax: 215-844-9167

INTERCULTURAL FAMILY SERVICES, INCORPORATED
4225 Chestnut St
Philadelphia, PA 19104-3014
Phone: 215-386-1298
Fax: 215-386-9348
E-mail: ifsi@ifscinc.org
Website: www.ifscinc.org

PHILADELPHIA NEIGHBORHOOD HOUSING SERVICES, INCORPORATED
511 North Broad St 4TH Floor
Philadelphia, PA 19123
Phone: 215-988-9879
Fax: 215-988-1297

NATIONAL ASSOCIATION OF REAL ESTATE BROKERS HOUSING COUNSELING AGENCY OF PHILADELPHIA
1420 W. Susquehanna
Philadelphia, PA 19121-
Phone: 215-235-3737
Fax: 215-763-3799
E-mail: C21H37004@AOL.COM

NUEVA ESPERANZA, INCORPORATED
4261 N. 5th Street
Philadelphia, PA 19140
Phone: 215-324-0746
Fax: 215-324-2542
E-mail: motero@nueva.org

ACTION HOUSING, INCORPORATED
425 Sixth Ave Ste 950
Pittsburgh, PA 15219-1819
Phone: 412-391-1956
Fax: 412-391-4512
E-mail: ahi@actionhousing.org
Website: www.actionhousing.org

NEIGHBORHOOD HOUSING SERVICES, INCORPORATED
355 5th Ave. Suite 1022, Park Building
Pittsburgh, PA 15222-2407
Phone: 412-281-9773
Fax: 412-218-9987

URBAN LEAGUE OF PITTSBURGH
One Smithfield St 3rd Floor
Pittsburgh, PA 15222-2222
Phone: 412-227-4802
Fax: 412-227-4870
E-mail: league@hillhouse.ckp.edu

THREE RIVERS CENTER FOR INDEPENDENT LIVING
900 Rebecca Ave.
Pittsburgh, PA 15221-
Phone: 412-371-7700
Fax: 412-371-9430
E-mail: freed@trcl.org
Website: www.trcl.org

FAIR HOUSING SERVICES CENTER
7 Wood Street, Ste 402
Pittsburgh, PA 15222-
Phone: 412-391-2641
Fax: 412-391-2195

CONSUMER CREDIT COUNSELING OF WESTERN PENNSYLVANIA
2403 Sidney Street, Suite 400
Pittsburgh, PA 15203-
Phone: 412-390-1300
Toll-Free: 888-599-2227
Fax: 412-390-1336
Website: www.cccspa.org

NAZARETH HOUSING SERVICES
285 Bellevue Road
Pittsburgh, PA 15229-2173
Phone: 412-931-3510
Fax: 412-931-7255
E-mail:
bvandivier@mtnazarethcenter.org
Website: www.mtnazarethcenter.org

GARFIELD JUBILEE ASSOCIATION, INCORPORATED
5138 Penn Ave
Pittsburgh, PA 15224-1616
Phone: 412-665-5200
Fax: 412-665-5205
E-mail:
GARFIELD@HILLHOUSE.CKP.EDU

SCHUYKILL COMMUNITY ACTION
225 N Centre St
Pottsville, PA 17901-2511
Phone: 570-622-1995
Fax: 570-622-0429
E-mail: ECONOPP@PTD.NET

BERKS COMMUNITY ACTION PROGRAM BUDGET COUNSELING CENTER
247 N 5th St
Reading, PA 19601-3303
Phone: 610-375-7866
Fax: 610-375-7830
E-mail: bcapberks@adl.com

NEIGHBORHOOD HOUSING SERVICES OF READING, INCORPORATED
213 North 5th Street, Suite 1030
Reading, PA 19601
Phone: 610-372-8433
Fax: 610-374-2866

SCRANTON NEIGHBORHOOD HOUSING SERVICES, INCORPORATED
401 W Market St
Scranton, PA 18508
Phone: 570-558-2490
Fax: 570-558-2496
E-mail: nhscos@epix.net

UNITED NEIGHBORHOOD CENTERS OF LACKAWANNA COUNTY
410 Olive Street
Scranton, PA 18509-
Phone: 570-343-8835
Fax: 570-342-3972

CATHOLIC SOCIAL SERVICES
600 Wyoming Avenue
Scranton, PA 18503
Phone: 570-342-1295
Fax: 570-342-0985
E-mail: cathsoc@epix.net

MERCER COUNTY COMMUNITY ACTION AGENCY
296 A St.
Sharon, PA 16146-1241
Phone: 724-342-0455
Fax: 724-342-1124
E-mail: HFK@nowonline.net

PHOENIXVILLE HOMES
250 N. Main Street
Spring City, PA 19475-
Phone: 610-948-1797
Fax: 610-948-1765
E-mail: HOMES9339770@aol.com

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
208 W. Hamilton Ave. Suite 1
State College, PA 16801-
Phone: 814-238-3668
Fax: 814-238-3669
E-mail: cccsnepa@celnetworks.com
Website: www.cccsnepa.org

MIDPENN LEGAL SERVICES
2054 E College Ave
State College, PA 16801-7201
Phone: 814-238-4958
Fax: 814-238-9504

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
411 Main Street, Suite 102 E
Stroudsburg, PA 18360-
Phone: 570-420-8980
Fax: 570-420-8981
E-mail: cccsnepa@ptd.net
Website: www.cccsnepa.org

FAYETTE COUNTY COMMUNITY ACTION AGENCY
140 North Beeson Avenue
Uniontown, PA 15401
Phone: 724-437-6050
Fax: 724-437-4418
E-mail: msloboda@fcca.org

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
607 West Street Road
Warminster, PA 18974-
Phone: 215-563-5665
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

WARREN FOREST COUNTY ECONOMIC OPPORTUNITY COUNCIL
1209 Pennsylvania Ave W
Warren, PA 16365-1841
Phone: 814-726-2400
Toll-Free: 800-231-1797
Fax: 814-723-0510
E-mail: swan@wfcaa.org

COMMUNITY ACTION SOUTHWEST
150 W. Beau Street, Suite 304
Washington, PA 15301-
Phone: 724-225-9550
Fax: 724-228-9966
E-mail: bmiller@caswg.org
Website: www.caswg.org

TRI-COUNTY PATRIOTS FOR INDEPENDENT LIVING
69 E Beau St
Washington, PA 15301-4711
Phone: 724-223-5115
TTY/TDD: 724-228-4028
Fax: 724-223-5119
E-mail: trip@tripil.com
Website: www.tripil.com

WASHINGTON COUNTY HOUSING AUTHORITY
100 Crumrine Tower, Franklin Street
Washington, PA 15301-6995
Phone: 724-228-6060
Fax: 724-228-6089

WASHINGTON-GREENE COMMUNITY ACTION CORPORATION
22 W High St
Waynesburg, PA 15370-1324
Phone: 724-852-2893
Fax: 724-627-7713

CONSUMER CREDIT COUNSELING SERVICE OF DELAWARE VALLEY
790 E. Market Street, Suite 170
West chester, PA 19382-
Phone: 610-692-4354
Toll-Free: 800-989-2227
E-mail: customerservice@cccsdv.org
Website: www.cccsdv.org

CONSUMER CREDIT COUNSELING SERVICE OF LEHIGH VALLEY, INC
3671 Crescent Court East
Whitehall, PA 18052-0233
Phone: 610-821-4010
Fax: 610-821-8932
E-mail: cccsiva@erler.net
Website: www.consumercreditlv.org

COMMISSION ON ECONOMIC OPPORTUNITY OF LUZERNE COUNTY
165 Amber Lane
Wilkes Barre, PA 18703-1127
Phone: 570-826-0510
Toll-Free: 800-822-0359
TTY/TDD: 800-432-8007
Fax: 570-829-1665
E-mail: ceo@sunlink.net
Website:
www.ceopeoplehelpingpeople.org

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
77 E. Market Street, 7th floor
Wilkes Barre, PA 18701-
Phone: 570-821-0837
Fax: 570-821-1785
E-mail: cccsofpa@epix.net
Website: www.cccsnepa.org

CONSUMER CREDIT COUNSELING SERVICE OF NORTHEASTERN PENNSYLVANIA
201 Basin Street, Suite 6
Williamsport, PA 17701-
Phone: 570-323-6627
Fax: 570-323-6626
E-mail: cccsnepa6@epix.net
Website: www.cccsnepa.org

BUCK COUNTY HOUSING GROUP
2324 Second Street Pike Suite 17
Wrightstown, PA 18940-
Phone: 215-598-3566
Toll-Free: 866-866-0280
Fax: 215-598-1289
E-mail: rmilgram@bchg.org
Website: bchg.org

HOUSING COUNCIL OF YORK
35 South Duke Street
York, PA 17401-
Phone: 717-854-1541
Fax: 717-845-7934
E-mail: sherrie@housingcouncil.org
Website: www.housingcouncil.org

HOUSING AND URBAN DEVELOPMENT ("HUD") NOTIFICATION

**IMPORTANT NOTICE OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1987
PLEASE READ THIS NOTICE. HOMEOWNERSHIP COUNSELING MAY BE AVAILABLE TO YOU.**

DATE: March 2, 2005
TO: LARRY J. KEPHART
RE: Account No. 6817252008
FROM: Sovereign Bank

The Housing and Community Development Act of 1987, requires that Sovereign Bank, F.S.B., notify eligible homeowners with delinquent home loans of the availability of homeownership counseling. Because your home loan is DELINQUENT, you may be eligible for homeownership counseling provided by certain non-profit organizations. The following organizations are experienced in the provision of homeownership counseling and have been approved by the Secretary of Housing and Urban Development ("HUD").

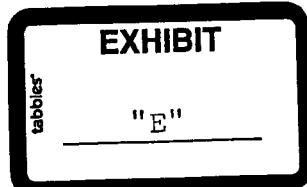
PLEASE CONTACT THE NEAREST COUNSELING AGENCY ON THE ATTACHED LIST OR CALL THE HUD TOLL FREE NUMBER AT 1-800-569-4287 FOR MORE INFORMATION.

The Bank does not provide homeownership counseling. However, should you have any questions about your home loan or the attached list you may call or write to the Bank. The name, address and telephone number of our representative is:

SOVEREIGN BANK
CONSUMER COLLECTIONS
PO BOX 798
SHILLINGTON PA 19607
1-800-929-0234

If you desire to receive homeownership counseling, it is important that you promptly contact a counseling agency from the attached list.

Joseph R Sedlock Jr.
Vice President



HOUSING AND URBAN DEVELOPMENT ("HUD") NOTIFICATION

**IMPORTANT NOTICE OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1987
PLEASE READ THIS NOTICE. HOMEOWNERSHIP COUNSELING MAY BE AVAILABLE TO YOU.**

DATE: March 2, 2005
TO: MARIEL E. KEPHART
RE: Account No. 6817252008
FROM: Sovereign Bank

The Housing and Community Development Act of 1987, requires that Sovereign Bank, F.S.B., notify eligible homeowners with delinquent home loans of the availability of homeownership counseling. Because your home loan is DELINQUENT, you may be eligible for homeownership counseling provided by certain non-profit organizations. The following organizations are experienced in the provision of homeownership counseling and have been approved by the Secretary of Housing and Urban Development ("HUD").

PLEASE CONTACT THE NEAREST COUNSELING AGENCY ON THE ATTACHED LIST OR CALL THE HUD TOLL FREE NUMBER AT 1-800-569-4287 FOR MORE INFORMATION.

The Bank does not provide homeownership counseling. However, should you have any questions about your home loan or the attached list you may call or write to the Bank. The name, address and telephone number of our representative is:

SOVEREIGN BANK
CONSUMER COLLECTIONS
PO BOX 798
SHILLINGTON PA 19607
1-800-929-0234

If you desire to receive homeownership counseling, it is important that you promptly contact a counseling agency from the attached list.

Joseph R Sedlock Jr.
Vice President

PIOSA REILLY & CAPEHART

ATTORNEYS AT LAW

MICHAEL J. PIOSA
THOMAS E. REILLY, JR.
THOMAS A. CAPEHART

ONE WINDSOR PLAZA, SUITE 202
7535 WINDSOR DRIVE
ALLENTEW, PENNSYLVANIA 18195-1014

TO: Larry J. Kephart, Jr. and Mariel E. Kephart:

TEL: (610) 530-7500
FAX: (610) 530-8190

We have filed this complaint against you on behalf of our client, Sovereign Bank,
F.S.B.

WE ARE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, 15
U.S.C. Section 1692, TO PROVIDE YOU WITH THE FOLLOWING NOTICE:

The amount of the debt owed by you is \$47,570.39 as of April 15, 2005.

Waypoint Bank, is the original creditor for this debt.

You have thirty (30) days from the date of this Notice to dispute the validity of this debt. If you fail to dispute the validity of this debt within thirty (30) days, we will assume the debt is valid and the amount of the debt is correct. If you notify us in writing that the debt or any portion thereof is disputed by you, we will obtain verification of the debt from our client and provide such verification to you.

Please be advised that despite the thirty(30) day period described above, the Bank is not required to wait thirty (30) days to take any action to enforce its rights to collect the amount owed, including by not limited to, filing a lawsuit against you. As such, you should expect the Bank to proceed with any such action within the time frame set forth in the accompanying complaint, and any other previous correspondence you may have received directly from the Bank.

Please note that if you have filed a petition in bankruptcy or if you have received a discharge in bankruptcy, this notice is for information purposes only and should not be considered as an attempt to collect the debt, but only enforcement of a lien against property.

This letter is from a debt collector. This letter and any other correspondence from this office is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,



Thomas A. Capehart

EXHIBIT "F"

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

FILED 2cc
013-26876 Atty Shota
JUN 09 2005 (66)
William A. Shaw
Honorary Clerk of Courts

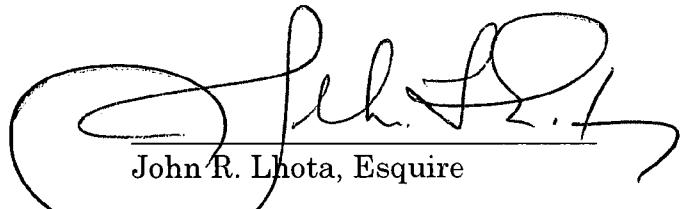
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

SOVEREIGN BANK, F.S.B., successor in)
interest to Waypoint Bank,) NO. 05-595-CD
Plaintiff)
)
vs.)
)
LARRY J. KEPHART, JR., and MARIEL E.) MORTGAGE FORECLOSURE
KEPHART, Husband and Wife,)
Defendants)

ACCEPTANCE OF SERVICE

I, John R. Lhota, Esquire, counsel for the Defendants, Larry J. Kephart, Jr. and Mariel E. Kephart, do hereby accept service of the Mortgage Foreclosure Complaint and accompanying documents on behalf of the named Defendants, Larry J. Kephart, Jr., and Mariel E. Kephart with respect to the above matter and state that I am authorized to do so.

Date: 6/9/05



John R. Lhota, Esquire

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

SOVEREIGN BANK, F.S.B., successor in)
interest to Waypoint Bank,) NO. 05-595-CD
Plaintiff)
)
vs.)
)
LARRY J. KEPHART, JR., and MARIEL) MORTGAGE FORECLOSURE
E. KEPHART, Husband and Wife,)
Defendants)

FILED (6) ICC 9 Notice
M 11-3384 to Def. (Atty R.
L. Capehart)
JUL 22 2005 Statement to
Atty Capehart
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 20.00

PRAECIPE FOR JUDGMENT

Enter Judgment in favor of Plaintiff and against Defendants, Larry J. Kephart, Jr., and Mariel E. Kephart, H/W, for want of failure to file a responsive pleading to Plaintiff's Mortgage Foreclosure Complaint.

Assess damages as follows:

Debt	\$ 47,570.39
Interest from 04/15/05 to	
07/20/05 @ \$11.70/day.....	\$ 1,123.20
Attorney's Commission	\$ _____
TOTAL	\$ 48,693.59 , plus
	interest from 07/20/05 and costs

I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

Pursuant to Pa. R.C.P. 237.1, I certify that written notice of the intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and to the attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of this Praecipe. A copy of the notice is attached.

Date: 7/20/05


Thomas A. Capehart, Esquire
Attorney for Plaintiff
Attorney I.D. No. 57440
One Windsor Plaza, Suite 202
7535 Windsor Drive
Allentown, PA 18195-1014
(610) 530-7500

NOW, July 22, 2005, JUDGMENT IS ENTERED AS ABOVE.



Prothonotary/Clerk, Civil Division

By: _____

Deputy

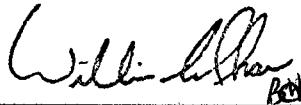
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

SOVEREIGN BANK, F.S.B., successor in)
interest to Waypoint Bank,) NO. 05-595-CD
Plaintiff)
)
vs.)
)
LARRY J. KEPHART, JR., and MARIEL) MORTGAGE FORECLOSURE
E. KEPHART, Husband and Wife,)
Defendants)

(X) Notice is hereby given that a Default Judgment in the above-captioned matter has been entered against you for damages in the amount of \$48,693.59, plus interest from July 20, 2005 and costs, on

July 22, 2005.

(X) A copy of all documents filed with the Prothonotary in support of the within judgment are enclosed.



Prothonotary/Clerk, Civil Div.

by: _____

If you have any questions regarding this Notice, please contact the filing party:

Thomas A. Capehart, Esquire
One Windsor Plaza, Suite 202
7535 Windsor Drive
Allentown, PA 18195-1014
(610) 530-7500

(This Notice is given in accordance with Pa.R.C.P. 236).

CERTIFICATION OF ADDRESSES

I, THOMAS A. CAPEHART, ESQUIRE, hereby certify that the precise address of the within-named Plaintiff, Sovereign Bank is 601 Penn Street, Reading, Pennsylvania 19601 and the precise address of the within-named Defendants, Larry J. Kephart, Jr., and Mariel E. Kephart is c/o attorney John R. Lhota, 110 North Second Street, Clearfield, Pennsylvania 16830.



Thomas A. Capehart, Esquire

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

SOVEREIGN BANK, F.S.B., successor in)
interest to Waypoint Bank,) NO. 05-595-CD
Plaintiff)
)
vs.)
)
LARRY J. KEPHART, JR., and MARIEL E.) MORTGAGE FORECLOSURE
KEPHART, Husband and Wife,)
Defendants)

TO: Larry J. Kephart, Jr.
c/o John Lhota, Esquire
110 North Second Street
Clearfield, PA 16830

Mariel E. Kephart
c/o John Lhota, Esquire
110 North Second Street
Clearfield, PA 16830

DATE OF NOTICE: July 8, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

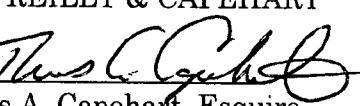
IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICE TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**DAVID MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830
(814) 765-2641 EXT 5982**

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTOWN, PA 18195-1014
(610) 530-7500

SOVER/10day/Kephart

PIOSA REILLY & CAPEHART

By: 
Thomas A. Capehart, Esquire
Attorney for Plaintiff
Attorney I. D. No. 57440

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

 COPY

Sovereign Bank, F.S.B.
Waypoint Bank
Plaintiff(s)

No.: 2005-00595-CD

Real Debt: \$48,693.59

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Larry J. Kephart Jr.
Mariel E. Kephart
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 22, 2005

Expires: July 22, 2010

Certified from the record this 22nd day of July, 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

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

SOVEREIGN BANK, F.S.B., successor in)
Interest to Waypoint Bank,) NO. 05-595-CD
Plaintiff)
vs.)
LARRY J. KEPHART, JR., and MARIEL E.) MORTGAGE FORECLOSURE
KEPHART, Husband and Wife,)
Defendants)

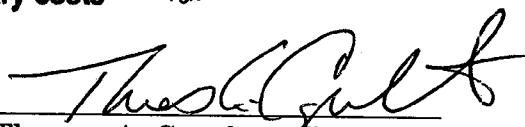
PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue Writ of Execution on the above matter.

Amount Due	\$ 48,693.59
Interest from 7/20/05 to Date of Sale at (\$11.70/day)	\$
Taxes	\$
(Costs to be Added)	\$ _____
TOTAL	\$ _____

Prothonotary costs 125.00


Thomas A. Capehart, Esquire
Attorney for Plaintiff
Attorney I. D. #57440
One Windsor Plaza, Suite 202
7535 Windsor Drive
Allentown, PA 18195-1014
(610) 530-7500

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTEW, PA 18195-1014
(610) 530-7500

FILED 4th fl.
m 13:54 20.00
SEP 02 2005 ICC@6wnts

William A. Shaw to Shft
Prothonotary/Clerk of Courts 6N



COPY

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

SOVEREIGN BANK, F.S.B., successor in)
Interest to Waypoint Bank,)
Plaintiff)
vs.)
LARRY J. KEPHART, JR., and MARIEL E.)
KEPHART, Husband and Wife,)
Defendants)

NO. 05-595-CD

MORTGAGE FORECLOSURE

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLEARFIELD)

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

ALL THOSE CERTAIN lots situate in the Jerry Megarty Addition to Lawton Town Plot in the Village of Madera, Township of Bigler, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the Southwest corner of Lot No. 9 on the North side of Hickory Street; thence along the line of Hickory Street South 70 degrees 20 minutes West 150 feet to corner on the line of New York Central right of way; thence along New York Central right of way line by a curve in a Northwesterly direction 234 feet to corner on New York Central right of way line; thence along the land of Robert Shoff North 78 degrees 58 minutes East 188 feet to a corner; thence along line of said Robert Shoff North 35 degrees 47 minutes West 18 feet to corner on an alley; thence along the line of said alley North 70 degrees 20 minutes East 138 feet to Northwest corner of Lot No. 9; thence along line of Lot No. 9 South 19 degrees 40 minutes East 150 feet to place of Beginning. Being Lot No. 10, No. 11 and No. 12 in the Jerry Hegarty Addition of Lawton Town Plot.

Under and subject to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

TAX ID # 103-K14-484-39

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTEW, PA 18195-1014
(610) 530-7500

BEING THE SAME PREMISES which Gregory Thomas Hensal and Pamela Gail Hensal, by Deed dated June 19, 1999, and recorded on June 23, 1999 in the Office for the Recording of Deeds, in and for Clearfield County, at Deed Book Volume 1999-1, page 0457, granted and conveyed unto Larry J. Kephart, Jr., and Mariel E. Kephart, husband and wife, the within Mortgagors, their heirs and assigns.

Amount due	\$ 48,693.59
Interest from 07/20/05 to Date of Sale (\$11.70/day)	\$ _____
Costs (to be added)	\$ _____
TOTAL	\$ _____
Prothonotary costs	125.00

Prothonotary

Seal of the Court

Date: 9/2/05

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
753E WINDSOR DRIVE
ALLENTOWN, PA 18195-1044
(610) 530-7500

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

SOVEREIGN BANK, F.S.B., successor in)
Interest to Waypoint Bank,) NO. 05-595-CD
Plaintiff)
vs.)
LARRY J. KEPHART, JR., and MARIEL E.) MORTGAGE FORECLOSURE
KEPHART, Husband and Wife,)
Defendants)

FILED NO
m/3-5381
SEP 02 2005
EN

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT PURSUANT TO RULE 3129.1

Thomas A. Capehart, Esquire, attorney for Plaintiff in the above action, sets forth, as of the date the Praeclipe for Writ of Execution was filed, the following information concerning the real property located at Box 460 Chestnut Street, a/k/a 62 Chestnut Street, Madera, Bigler Township, Clearfield County, Pennsylvania and more particularly described in Exhibit "A" attached hereto:

1. The name and last known addresses of the Owners or reputed owners of the Property is: Larry J. Kephart, Jr., and Mariel E. Kephart, c/o John R. Lhota, Esquire, 110 North 2nd Street, Clearfield, PA 16830.

2. The names and last known addresses of the Defendants in the judgment is: Larry J. Kephart, Jr., and Mariel E. Kephart, c/o John R. Lhota, Esquire, 110 North 2nd Street, Clearfield, PA 16830.

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

a) Sovereign Bank, F.S.B., 601 Penn Street, Reading, Berks County, Pennsylvania 19601; \$48,693.59; dated 07/20/05; No. 05-595-CD, Clearfield County records.

4. The name and last known address of the last recorded holder of every mortgage of record is:

a) Sovereign Bank, F.S.B., 601 Penn Street, Reading, Berks County, Pennsylvania 19601; \$41,778.43; recorded 04/17/02; Instrument Number 200205932.

b) Gregory T. Hensal and Pamela G. Hensal, PO Box 81, Madera, Pennsylvania 16611; \$3,400.00; recorded 06/23/99; Instrument Number 199910459.

5. There are no other persons known to have any record lien on the property which may be affected by the sale.

6. There are no other persons known to have any record interest in the property and whose interest may be affected by the sale.

7. There are no other known persons who have any interest in the property which may be affected by the sale.

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

PIOSA REILLY & CAPEHART

Date: 8/17/05

By: Thomas A. Capehart
Thomas A. Capehart, Esquire
Attorney for Plaintiff
Attorney I. D. No. 57440

One Windsor Plaza, Suite 202
7535 Windsor Drive
Allentown, PA 18195-1014

ALL THOSE CERTAIN lots situate in the Jerry Megarty Addition to Lawton Town Plot in the Village of Madera, Township of Bigler, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the Southwest corner of Lot No. 9 on the North side of Hickory Street; thence along the line of Hickory Street South 70 degrees 20 minutes West 150 feet to corner on the line of New York Central right of way; thence along New York Central right of way line by a curve in a Northwesterly direction 234 feet to corner on New York Central right of way line; thence along the Land of Robert Shoff North 78 degrees 58 minutes East 188 feet to a corner; thence along line of said Robert Shoff North 35 degrees 47 minutes West 18 feet to corner on an alley; thence along the line of said alley North 70 degrees 20 minutes East 188 feet to Northwest corner of Lot No. 9; thence along line of Lot No. 9 South 19 degrees 40 minutes East 150 feet to place of Beginning. Being Lot No. 10, No. 11 and No. 12 in the Jerry Hegarty Addition of Lawton Town Plot.

Under and subject to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

TAX ID # 103-K14-484-39

BEING THE SAME PREMISES which Gregory Themas Hensal and Pamela Gail Hensal, by Deed dated June 19, 1999, and recorded on June 23, 1999 in the Office for the Recording of Deeds, in and for Clearfield County, at Deed Book Volume 1999-1, page 0457, granted and conveyed unto Larry J. Kephart, Jr., and Mariel E. Kephart, husband and wife, the within Mortgagors, their heirs and assigns.

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTOWN, PA 18195-1014
(610) 530-7500

EXHIBIT "A"

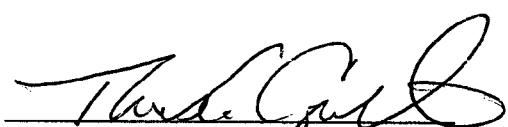
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

SOVEREIGN BANK, successor in interest)
To WAYPOINT BANK,) NO. 05-595-CD
Plaintiff)
vs.)
LARRY J. KEPHART, JR., and MARIEL)
E. KEPHART, Husband and Wife,)
Defendants) MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE

I, Thomas A. Capehart, Esquire, hereby certify that on the 28th day of October, 2005, a true and correct copy of the Notice to Lien Creditors Pursuant to Rule 3129, was mailed by United States first-class mail, postage prepaid, to the interested parties listed below.

Gregory T. Hensal
Pamela G. Hensal
PO Box 81
Madera, PA 16611


Thomas A. Capehart, Esquire
Attorney for Plaintiff
One Windsor Plaza, Suite 202
7535 Windsor Drive
Allentown, PA 18195-1014
(610) 530-7500

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DR VE
ALLENTEW, PA 18195-1014
(610) 530-7500

FILED

NOV 04 2005
1:35 PM
William A. Shaw
Prothonotary/Clerk of Courts

I went to ATTY

Kephart

PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20228

NO: 05-595-CD

PLAINTIFF: SOVEREIGN BANK, F.S.B., SUCCESSOR IN INTEREST TO WAYPOINT BANK
vs.
DEFENDANT: LARRY J. KEPHART, JR., AND MARIEL E. KEPHART, HUSBAND AND WIFE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/06/2005

LEVY TAKEN 10/21/2005 @ 10:46 AM

POSTED 10/21/2005 @ 10:46 AM

SALE HELD 01/06/2006

SOLD TO SOVEREIGN BANK, F.S.B.

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 04/27/2006

DATE DEED FILED 04/27/2006

PROPERTY ADDRESS BOX 460, CHESTNUT STREET, A/K/A 62 CHESTNUT STREET MADERA, PA 16661

FILED
01/11/2006
APR 27 2006
SUS

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

10/25/2005 @ 10:30 AM SERVED LARRY J. KEPHART, JR.

SERVED, LARRY J. KEPHART, JR. DEFENDANT, BY HANDING TO JOHN R. LHOTA, ESQ, ATTORNEY FOR THE DEFENDANT, AT HIS OFFICE 110 NORTH 2ND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

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.

10/25/2005 @ 10:30 AM SERVED MARIEL E. KEPHART

SERVED, MARIEL E. KEPHART, DEFENDNT, BY HANDING TO JOHN R. LHOTA, ESQ. ATTORNEY FOR THE DEFENDANT, AT HIS OFFICE 110 NORTH 2ND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

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

@ SERVED

NOW, NOVEMBER 30, 2005 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR DECEMBER 2, 2005 TO JANUARY 6, 2006 DUE TO ADVERTISING PROBLEMS.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20228
NO: 05-595-CD

PLAINTIFF: SOVEREIGN BANK, F.S.B., SUCCESSOR IN INTEREST TO WAYPOINT BANK

vs.

DEFENDANT: LARRY J. KEPHART, JR., AND MARIEL E. KEPHART, HUSBAND AND WIFE

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$222.81

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

✓ Chester A. Hawkins
Sheriff

7

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

SOVEREIGN BANK, F.S.B., successor in)
Interest to Waypoint Bank,) NO. 05-595-CD
Plaintiff)
)
vs.)
)
LARRY J. KEPHART, JR., and MARIEL E.) MORTGAGE FORECLOSURE
KEPHART, Husband and Wife,)
Defendants)

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLEARFIELD)

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

ALL THOSE CERTAIN lots situate in the Jerry Megarty Addition to Lawton Town Plot in the Village of Madera, Township of Bigler, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at the Southwest corner of Lot No. 9 on the North side of Hickory Street; thence along the line of Hickory Street South 70 degrees 20 minutes West 150 feet to corner on the line of New York Central right of way; thence along New York Central right of way line by a curve in a Northwesterly direction 234 feet to corner on New York Central right of way line; thence along the land of Robert Shoff North 78 degrees 58 minutes East 188 feet to a corner; thence along line of said Robert Shoff North 35 degrees 47 minutes West 18 feet to corner on an alley; thence along the line of said alley North 70 degrees 20 minutes East 138 feet to Northwest corner of Lot No. 9; thence along line of Lot No. 9 South 19 degrees 40 minutes East 150 feet to place of Beginning. Being Lot No. 10, No. 11 and No. 12 in the Jerry Hegarty Addition of Lawton Town Plot.

Under and subject to all exceptions, reservations, restrictions, conditions, easements, rights and rights of way as contained in prior deeds and instruments of record.

TAX ID # 103-K14-484-39

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
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(610) 530-7500

BEING THE SAME PREMISES which Gregory Thomas Hensal and Pamela Gail Hensal, by Deed dated June 19, 1999, and recorded on June 23, 1999 in the Office for the Recording of Deeds, in and for Clearfield County, at Deed Book Volume 1999-1, page 0457, granted and conveyed unto Larry J. Kephart, Jr., and Mariel E. Kephart, husband and wife, the within Mortgagors, their heirs and assigns.

Amount due	\$ 48,693.59
Interest from 07/20/05 to Date of Sale (\$11.70/day)	\$ _____
Costs (to be added)	\$ _____
TOTAL	<u>\$ _____</u>
Prothonotary costs	125.00

C. A. Kephart
Prothonotary

Seal of the Court

Date: 9/2/05

Received September 6, 2005 @ 2:30 P.M.
Cheston A. Kephart
by Courtney Butler-Deppenbrey

LAW OFFICES
PIOSA REILLY & CAPEHART
ONE WINDSOR PLAZA
7535 WINDSOR DRIVE
ALLENTOWN, PA 18195-1014
(610) 530-7500

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME LARRY J. KEPHART, JR.

NO. 05-595-CD

NOW, April 27, 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 January 06, 2006, I exposed the within described real estate of Larry J. Kephart, Jr., And Mariel E. Kephart, Husband And Wife to public venue or outcry at which time and place I sold the same to SOVEREIGN BANK, F.S.B. he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations. viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	2.00
MILEAGE POSTING	15.00
CSDS	20.37
COMMISSION	10.00
POSTAGE	0.00
HANDBILLS	4.44
DISTRIBUTION	15.00
ADVERTISING	25.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	5.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$222.81

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	48,693.59
INTEREST @ 11.7000 %	1,989.00
FROM 07/20/2005 TO 01/06/2006	
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	\$50,722.59
COSTS:	
ADVERTISING	274.42
TAXES - COLLECTOR	
TAXES - TAX CLAIM	1,626.93
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	222.81
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
TOTAL COSTS	\$2,761.16

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

PIOSA REILLY & CAPEHART

ATTORNEYS AT LAW

MICHAEL J. PIOSA
THOMAS E. REILLY, JR.
THOMAS A. CAPEHART

ONE WINDSOR PLAZA, SUITE 202
7535 WINDSOR DRIVE
ALLENTOWN, PENNSYLVANIA 18195-1014

TEL: (610) 530-7500
FAX: (610) 530-8190

November 30, 2005

Via facsimile: 814-765-5915
Office of the Sheriff – ATTN: Cindy
Clearfield County Courthouse
203 East Market Street
Clearfield, PA 16830

Re: Sovereign Bank vs. Larry & Mariel Kephart
Foreclosure Action No. 2005-595-CD

Dear Sir/Madam:

Please accept this letter as formal request to Continue the Sheriff's Sale on the above referenced personal property, which is currently scheduled for December 2, 2005 until your January 6, 2006 Sheriff's Sale date.

This action is due to the fact that the property was not advertised in the local Law Journal. As such, kindly announce the continuance of the Sheriff's Sale being held on December 2, 2005.

If you need any further information or have any questions, please feel free to call my paralegal, Jennifer Kacsur at 610-530-7500 ext 106.

Very truly yours,

Thomas A. Capehart
Thomas A. Capehart

jk

Enclosures

cc: Linda Lewis, Esquire (Via Facsimile 814-765-8142)

Corres/Clearfield/Sheriff.ContinueSale