

**05-657-CD**  
**Bank of New York vs D. Smith**

**Bank of New York v. David Smith**  
**2005-657-CD**

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

v.

David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

NO. 05-657-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

June 16, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

Nov. 17, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

Deputy Prothonotary

FILED 100  
MAY 10 2005  
MAY 10 2005  
Shiff  
Att. pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

**David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982**

## **NOTICE**

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

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

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

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

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

Assignor: Decision One Mortgage Company, LLC  
Assignments of Record to: The Bank of New York, as Trustee  
Recording Date: 12/12/02 Instru No. 200219897

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: P.O. Box 11, Seymour Street  
MUNICIPALITY/TOWNSHIP/BOROUGH: Morris Township  
COUNTY: Clearfield  
DATE EXECUTED: 09/24/01  
DATE RECORDED: 09/27/01 Instru No. 200115319

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

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

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

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 4/25/05:


Principal of debt due	\$51,409.65
Unpaid Interest at 10.15% from 4/28/04 to 4/25/05 (the per diem interest accruing on this debt is \$14.49 and that sum should be added each day after 4/25/05	5,651.10
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance)	2,485.03
Late Charges (monthly late charge of \$23.19 should be added in accordance with the terms of the note each month after 4/25/05	255.09
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,570.48</u>
TOTAL	\$62,976.35

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

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

limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$62,976.35, plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE VILLAGE OF HAWK RUN, MORRIS TWP. CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFT (NOW HAWK RUN).

TOGETHER WITH THE USE OF A FOUR (4) FOOT ALLEY SITUATE BETWEEN THE LINE OF LANDS NOW OR FORMERLY OF JOHN BHOY AND THE LINE OF LANDS NOW OR FORMERLY OF EUGENE AND ELIZA PRIMAT.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS ARE CONTAINED IN PRIOR DEEDS OF RECORD.





# LITTON LOAN SERVICING LP

*An Affiliate of CBASS*

4828 Loop Central Dr  
Houston, Texas 77081

Telephone 800-999-8501  
Fax 713 966 8906

David Smith

Date: 3/11/2005

Po Box 11

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Hawk Run, PA 168400011

## APPENDIX A

### ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITH IN 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 the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869.

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER 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.

EXHIBIT A

APPENDIX A

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HOMEOWNER'S NAME(S): David Smith

MAILING ADDRESS: Po Box 11

Hawk Run, PA 168400011

PROPERTY ADDRESS: Po Box 11, Seymour St

Hawk Run, PA 16840

LOAN ACCT. NO.: 10862489

ORIGINAL LENDER:

CURRENT LENDER/SERVICE:

**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 the 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 agency 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

APPENDIX A

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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

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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.)

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at: Po Box 11, Seymour St

IS SERIOUSLY IN DEFAULT because:

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

5/28/2004 through 2/28/2005 at \$463.90 totaling \$4,639.00

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Other charges	Late Charges \$ 208.71
	Deferred late charges \$ 371.04

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**TOTAL AMOUNT PAST DUE \$6,847.26**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$6,847.26 , PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

**Litton Loan Servicing LP, 4828 Loop Central Dr Houston, TX 77081-2226.**

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

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**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 fee 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 the exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable cost. **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 DATE** – It is estimated that the earliest date that such as Sheriff's Sale of the mortgaged property could be held would be **approximately 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:** LITTON LOAN SERVICING  
**Address:** 4828 Loop Central Dr  
**Phone Number:** (713) 960-9676  
**Fax Number:** (713) 966-8906  
**Contact Person:** Collection Department

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

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

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**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 OF 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 SERVING YOUR COUNTY**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the  
property is located, using additional pages if necessary).**

**ClearfieldCounty**

**Keystone Economic Development Corporation**  
**1954 Mary Grace Lane**  
**Johnstown, PA 15901**  
**(814)535-6556**  
**FAX(814)539-1688**

**Indiana Co. Community Action Program**  
**827 Water Street, Box 187**  
**Indiana, PA 15701**  
**(724)465-2657**  
**FAX(724)465-5118**

**CCCS of Western Pennsylvania, Inc**  
**217 E. Plank Road**  
**Altoona, PA 16602**  
**(814)944-8100**  
**FAX(814)944-5747**

**CCCS of Northeastern PA**  
**1631 S Atherton St**  
**Suite 100**  
**State College, PA 16801**  
**(814)238-3668**  
**FAX(814)238-3669**

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814)539-6335

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# LITTON LOAN SERVICING LP

*An Affiliate of C.B.A.S.S.*

4828 Loop Central Dr  
Houston, Texas 77081

Telephone 800-999-8501  
Fax 713 966 8906

David Smith

Date: 3/11/2005

Po Box 11, Seymour St

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Hawk Run, PA 16840

## APPENDIX A

### ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITH IN 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 the 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.

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HOMEOWNER'S NAME(S): David Smith

MAILING ADDRESS: Po Box 11

Hawk Run, PA 168400011

PROPERTY ADDRESS: Po Box 11, Seymour St

Hawk Run, PA 16840

LOAN ACCT. NO.: 10862489

ORIGINAL LENDER: \_\_\_\_\_

CURRENT LENDER/SERVICE:

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

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

**IF YOU MEET OTHER ELEGIBILITY 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 the 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.**

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APPENDIX A

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5/28/2004 through 2/28/2005 at \$463.90 totaling \$4,639.00

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Other charges	Late Charges \$ 208.71
	Deferred late charges \$ 371.04

---

**TOTAL AMOUNT PAST DUE \$6,847.26**

---

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

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$6,847.26 , PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

**Litton Loan Servicing LP, 4828 Loop Central Dr Houston, TX 77081-2226.**

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

---

## APPENDIX A

Page 4 of 5

**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 fee 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 the exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable cost. **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 DATE** – It is estimated that the earliest date that such as Sheriff's Sale of the mortgaged property could be held would be **approximately 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:**

<b><u>Name of Lender:</u></b>	LITTON LOAN SERVICING
<b><u>Address:</u></b>	4828 Loop Central Dr
<b><u>Phone Number:</u></b>	(713) 960-9676
<b><u>Fax Number:</u></b>	(713) 966-8906
<b><u>Contact Person:</u></b>	Collection Department

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR  
TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OF 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 SERVING YOUR COUNTY**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the  
property is located, using additional pages if necessary).**

**ClearfieldCounty**

**Keystone Economic Development Corporation**  
**1954 Marv Grace Lane**  
**Johnstown, PA 15901**  
**(814)535-6556**  
**FAX(814)539-1688**

**Indiana Co. Community Action Program**  
**827 Water Street, Box 187**  
**Indiana, PA 15701**  
**(724)465-2657**  
**FAX(724)465-5118**

**CCCS of Western Pennsylvania, Inc**  
**217 E. Plank Road**  
**Altoona, PA 16602**  
**(814)944-8100**  
**FAX(814)944-5747**

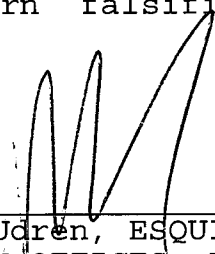
**CCCS of Northeastern PA**  
**1631 S Atherton St**  
**Suite 100**  
**State College, PA 16801**  
**(814)238-3668**  
**FAX(814)238-3669**

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814)539-6335

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

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



---

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

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket # **100466**

THE BANK OF NEW YORK

Case # 05-657-CD

vs.

DAVID R. SMITH

**SHERIFF RETURNS**

NOW June 10, 2005 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, ATTEMPTED NOT HOME" AS TO DAVID R. SMITH, DEFENDANT.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	34947	10.00
SHERIFF HAWKINS	UDREN	34947	43.16

**FILED**

*01/11:00 AM*  
JUN 13 2005

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before me This

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

WE HEREBY CERTIFY THE  
WITHIN TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

ATTORNEY FOR PLAINTIFF

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

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

v.

David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

NO. 05-657-CD

### COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
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

MAY 10 2005

Attest.

*William B. Shaw*  
Prothonotary/  
Clerk of Courts

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982



## **NOTICE**

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

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

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

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

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

Assignor: Decision One Mortgage Company, LLC

Assignments of Record to: The Bank of New York, as Trustee

Recording Date: 12/12/02 Instru No. 200219897

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: P.O. Box 11, Seymour Street

MUNICIPALITY/TOWNSHIP/BOROUGH: Morris Township

COUNTY: Clearfield

DATE EXECUTED: 09/24/01

DATE RECORDED: 09/27/01 Instru No. 200115319

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

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

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

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

- (b) by failing or refusing to pay other charges, if any, indicated below.

6. ~~The following amounts are due on the said Mortgage as of~~  
4/25/05:

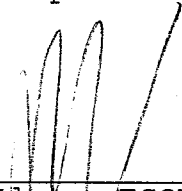
Principal of debt due	\$51,409.65
Unpaid Interest at 10.15% from 4/28/04 to 4/25/05 (the per diem interest accruing on this debt is \$14.49 and that sum should be added each day after 4/25/05	5,651.10
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance)	2,485.03
Late Charges (monthly late charge of \$23.19 should be added in accordance with the terms of the note each month after 4/25/05	255.09
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,570.48</u>
TOTAL	\$62,976.35

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

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

limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$62,976.35, plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE VILLAGE OF HAWK RUN, MORRIS TWP. CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFT (NOW HAWK RUN).

TOGETHER WITH THE USE OF A FOUR (4) FOOT ALLEY SITUATE BETWEEN THE LINE OF LANDS NOW OR FORMERLY OF JOHN BHOY AND THE LINE OF LANDS NOW OR FORMERLY OF EUGENE AND ELIZA PRIMAT.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS ARE CONTAINED IN PRIOR DEEDS OF RECORD.



# LITTON LOAN SERVICING LP

*An Affiliate of C-BASS*

4828 Loop Central Dr  
Houston, Texas 77081

Telephone 800-999-8501  
Fax 713 966 8906

David Smith

Date: 3/11/2005

Po Box 11

Page 1 of 5

Hawk Run, PA 168400011

## APPENDIX A

### ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITH IN 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 the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869.

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER 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.

EXHIBIT A

APPENDIX A

Page 2 of 5

HOMEOWNER'S NAME(S): David Smith

MAILING ADDRESS: Po Box 11

Hawk Run, PA 168400011

PROPERTY ADDRESS: Po Box 11, Seymour St

Hawk Run, PA 16840

LOAN ACCT. NO.: 10862489

ORIGINAL LENDER:

CURRENT LENDER/SERVICE:

**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 the 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 agency 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

APPENDIX A

Page 3 of 5

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

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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.)

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: Po Box 11, Seymour St

IS SERIOUSLY IN DEFAULT because:

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

5/28/2004 through 2/28/2005 at \$463.90 totaling \$4,639.00

---

Other charges	Late Charges \$ 208.71
	Deferred late charges \$ 371.04

---

**TOTAL AMOUNT PAST DUE \$6,847.26**

---

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

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$6,847.26, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

**Litton Loan Servicing LP, 4828 Loop Central Dr Houston, TX 77081-2226.**

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

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## APPENDIX A

Page 4 of 5

**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 fee 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 the exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable cost. 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 DATE** – It is estimated that the earliest date that such as Sheriff's Sale of the mortgaged property could be held would be **approximately 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:** LITTON LOAN SERVICING  
**Address:** 4828 Loop Central Dr  
**Phone Number:** (713) 960-9676  
**Fax Number:** (713) 966-8906  
**Contact Person:** Collection Department

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

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

APPENDIX A

Page 5 of 5

**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 OF 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 SERVING YOUR COUNTY**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the  
property is located, using additional pages if necessary).**

**ClearfieldCounty**

---

**Keystone Economic Development Corporation**  
**1954 Mary Grace Lane**  
**Johnstown, PA 15901**  
**(814)535-6556**  
**FAX(814)539-1688**

**Indiana Co. Community Action Program**  
**827 Water Street, Box 187**  
**Indiana, PA 15701**  
**(724)465-2657**  
**FAX(724)465-5118**

**CCCS of Western Pennsylvania, Inc**  
**217 E. Plank Road**  
**Altoona, PA 16602**  
**(814)944-8100**  
**FAX(814)944-5747**

**CCCS of Northeastern PA**  
**1631 S Atherton St**  
**Suite 100**  
**State College, PA 16801**  
**(814)238-3668**  
**FAX(814)238-3669**

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814)539-6335

---



# LITTON LOAN SERVICING LP

*An Affiliate of CBASS*

4828 Loop Central Dr  
Houston, Texas 77081

Telephone 800-999-8501  
Fax 713 966 8906

David Smith

Date: 3/11/2005

Po Box 11, Seymour St

Page 1 of 5

Hawk Run, PA 16840

## APPENDIX A

### ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITH IN 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 the Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717)780-1869.

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER 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.

APPENDIX A

Page 2 of 5

HOMEOWNER'S NAME(S): David Smith

MAILING ADDRESS: Po Box 11

Hawk Run, PA 168400011

PROPERTY ADDRESS: Po Box 11, Seymour St

Hawk Run, PA 16840

LOAN ACCT. NO.: 10862489

ORIGINAL LENDER:

CURRENT LENDER/SERVICE:

**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 the 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 agency 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 ASISTANCE**—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

APPENDIX A

Page 3 of 5

end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

**AGENCY ACTION** - Available funds for emergency mortgage assistance are very limited. They

Will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: Po Box 11, Seymour St

IS SERIOUSLY IN DEFAULT because:

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

5/28/2004 through 2/28/2005 at \$463.90 totaling \$4,639.00

Other charges

Late Charges \$ 208.71

Deferred late charges \$ 371.04

**TOTAL AMOUNT PAST DUE \$6,847.26**

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

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$6,847.26, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

**Litton Loan Servicing LP, 4828 Loop Central Dr Houston, TX 77081-2226.**

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

## APPENDIX A

Page 4 of 5

**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 fee 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 the exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable cost. **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 DATE** – It is estimated that the earliest date that such as Sheriff's Sale of the mortgaged property could be held would be **approximately 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:**

<b><u>Name of Lender:</u></b>	<b>LITTON LOAN SERVICING</b>
<b><u>Address:</u></b>	<b>4828 Loop Central Dr</b>
<b><u>Phone Number:</u></b>	<b>(713) 960-9676</b>
<b><u>Fax Number:</u></b>	<b>(713) 966-8906</b>
<b><u>Contact Person:</u></b>	<b>Collection Department</b>

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

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

APPENDIX A

Page 5 of 5

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 OF 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 SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the  
property is located, using additional pages if necessary).

ClearfieldCounty

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814)535-6556  
FAX(814)539-1688

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724)465-2657  
FAX(724)465-5118

CCCS of Western Pennsylvania, Inc  
217 E. Plank Road  
Altoona, PA 16602  
(814)944-8100  
FAX(814)944-5747

CCCS of Northeastern PA  
1631 S Atherton St  
Suite 100  
State College, PA 16801  
(814)238-3668  
FAX(814)238-3669

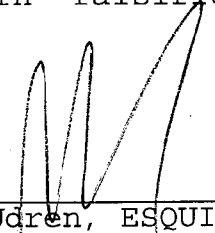


CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814)539-6335

---

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

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



---

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

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant (s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

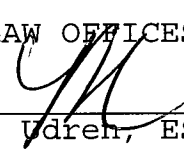
PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: June 15, 2005

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED <sup>(E)</sup>

JUN 16 2005

W/12:40 PM

William A. Shaw

Prothonotary/Clerk of Courts

1 case to Att

1 REINSTATED COMPLAINT TO  
SWA

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

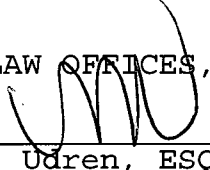
PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: November 1, 2005

UDREN LAW OFFICES, P.C.

  
\_\_\_\_\_  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED *Any pd. 7:00*  
*m/3:25 PM*  
NOV 17 2005 *1 Compl. Reinstated*  
William A. Shaw *to Sheriff*  
Prothonotary/Clerk of Courts *@*

JUN 16 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

v.

David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

FILED

MAY 10 2005

William A. Shaw  
Prothonotary/Clerk of Courts

NO. 05-657-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

June 16, 2005 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
W. A. Shaw  
Deputy Prothonotary

CA  
05040357

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100565  
NO: 05-657-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK  
vs.  
DEFENDANT: DAVID R. SMITH

SHERIFF RETURN

---

NOW, June 17, 2005, SHERIFF OF TIOGA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID R. SMITH.

NOW, July 12, 2005 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID R. SMITH, DEFENDANT. THE RETURN OF TIOGA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

FILED  
012:5504  
DEC 08 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100565  
NO: 05-657-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK  
vs.  
DEFENDANT: DAVID R. SMITH

SHERIFF RETURN

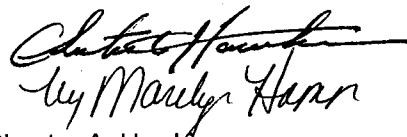
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	37503	10.00
SHERIFF HAWKINS	UDREN	37503	17.00
TIOGA CO.	UDREN	37504	35.52

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

**TIOGA COUNTY SHERIFF'S OFFICE**

Office Phone:  
570-724-3491

JOHN L. PERRY, SHERIFF  
116 MAIN STREET  
WELLSBORO, PENNSYLVANIA 16901

Prison Phone:  
570-724-5911

THOMAS G. SMITH  
Chief Deputy

BRUCE CAHILLY  
Solicitor

**RETURN OF SERVICE  
ATTORNEY/PLAINTIFF NOTIFICATION**

**P - 263-05**

THE BANK OF NEW YORK

No: 05-657-CD

PLAINTIFF

VS

Writ: COMPLAINT IN MORTGAGE FORECLOSURE

DAVID R. SMITH

DEFENDANT

No Service as to DAVID R. SMITH  
as of July 12, 2005

SEYMORE ST DOES NOT EXIST IN MORRIS PA  
DEF DOESN'T RESIDE HERE PER/POST OFFICE

So Answers NICHOLAS MONTEFUSCO



**TIOGA COUNTY SHERIFF'S OFFICE**Office Phone:  
570-724-3491JOHN L. PERRY, SHERIFF  
116 MAIN STREET  
WELLSBORO, PENNSYLVANIA 16901Prison Phone:  
570-724-5911THOMAS G. SMITH  
Chief Deputy

07/13/2005

BRUCE CAHILLY  
Solicitor**SHERIFF'S STATEMENT OF COSTS**

P - 263-05

THE BANK OF NEW YORK

No: 05-657-CD

PLAINTIFF

VS

Writ: COMPLAINT IN MORTGAGE FORECLOSURE

DAVID R. SMITH

DEPENDANT(S)

DATE	DESCRIPTION	DISBURSED	RECEIVED
06/29/2005	ADVANCE FEES		100.00
07/12/2005	DOCKET	9.00	
07/12/2005	TRAVEL	11.52	
07/12/2005	SURCHARG	10.00	
07/12/2005	NO SERVICE	5.00	
07/12/2005	ADVANCE FEE REFUND CK# 9806	64.48	
TOTALS:		100.00	100.00

CHARGES EQUAL ADVANCE FEES. NO REFUNDS OR ADDITIONAL  
ADVANCE FEES DUE.

05040357

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

ATTORNEY FOR PLAINTIFF

The Bank of New York,  
as Trustee  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.  
David R. Smith  
Defendant(s)

NO. 05-657-CD

**PRAECIPE TO SUBSTITUTE VERIFICATION**

TO THE PROTHONOTARY:

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

UDREN LAW OFFICES, P.C.

DATED: January 9, 2006

BY: \_\_\_\_\_

Mark J. Udren, Esquire  
Attorney for Plaintiff

**FILED** No  
m/2:31/61 CC  
JAN 16 2006 LM

William A. Shaw  
Prothonotary/Clerk of Courts

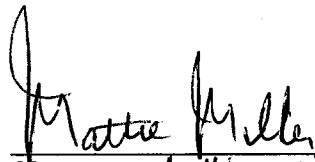
V E R I F I C A T I O N

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

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

**Litton Loan Servicing LP**  
**Servicer**

Date: May 25, 2005

  
Name: Mattie Miller  
Title: Foreclosure Specialist  
Company: LITTON LOAN SERVICING LP

David R. Smith  
Loan #10862489  
MJU #05040357

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101024  
NO: 05-657-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK  
vs.  
DEFENDANT: DAVID R. SMITH

SHERIFF RETURN

NOW, December 06, 2005 AT 2:22 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID R. SMITH DEFENDANT AT 187 WHITMAN ST., HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID R. SMITH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

FILED

09:41:30  
MAR 01 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	46330	10.00
SHERIFF HAWKINS	UDREN	46330	43.92

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Nancy Harris*

Chester A. Hawkins  
Sheriff

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

ATTORNEY FOR PLAINTIFF

The Bank of New York,  
as Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

v.

David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

NO. 05-657-CD

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

**FILED**  
APR 04 2006  
m/ 1:45/w  
William A. Shaw  
Prothonotary/Clerk of Courts  
NOTICE TO  
DEPT.

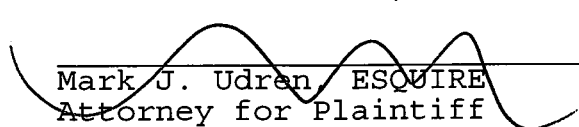
TO THE PROTHONOTARY:

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

As set forth in Complaint	\$62,976.35
Interest Per Complaint	4,883.13
From 4/26/05 to 3/28/06	
Late charges per Complaint	<u>255.09</u>
From 4/26/05 to 3/28/06	
<b>TOTAL</b>	<b><u>\$68,114.57</u></b>

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

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 4-4-06

  
PRO PROTHY

**Clearfield County  
Office of the Sheriff**

1 North Second Street, Suite 116 Clearfield, PA 16830

**Chester A. Hawkins**  
Sheriff

Fax

**REFUND STATEMENT**

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

February 28, 2006

Sheriff # 101024

Docket # 05-657-CD

Plaintiff  
THE BANK OF NEW YORK

Defendant  
DAVID R. SMITH

Docket & Return	
Service Fees	9.00
Mileage	34.92
Add'l Defendant	
State Fee	10.00
Mailing/Misc.	
Deputation	
NF/NS	
<b>Total Fees</b>	<b>\$53.92</b>
Total Deposit on Case	75.00

**Refund on Case Costs 21.08**

ATTACHED CHECK REPRESENTS THE ABOVE REFUND AMOUNT.

05040357 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101024  
NO: 05-657-GD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK  
vs.  
DEFENDANT: DAVID R. SMITH

SHERIFF RETURN

NOW, December 06, 2005 AT 2:22 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID R. SMITH DEFENDANT AT 187 WHITMAN ST., HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID R. SMITH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

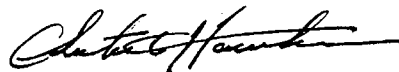
SERVED BY: NEVLING / HUNTER

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	46330	10.00
SHERIFF HAWKINS	UDREN	46330	43.92

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,



Chester A. Hawkins  
Sheriff

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as Trustee  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

David R. Smith  
Defendant(s)

NO. 05-657-CD

TO: David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

DATE of Notice: December 29, 2005

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

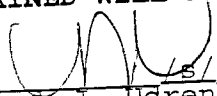
LAWYER REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

**NOTIFICACION IMPORTANTE**

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

SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

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

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



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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081

Plaintiff

v.

David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY

:

SS

COUNTY OF CAMDEN

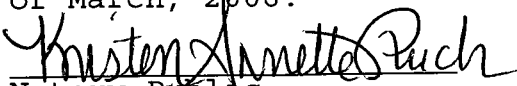
:

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Servicemembers' Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100), and that the age and last known residence and employment of each Defendant are as follows:

Defendant: David R. Smith  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Sworn to and subscribed  
before me this 28<sup>th</sup> day  
of March, 2006.

Name: MARK J. UDREN, ESQ.  
Title: ATTORNEY FOR PLAINTIFF  
Company: UDREN LAW OFFICES, P.C.

  
Notary Public

**KRISTEN ANNETTE PLUCK**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 6/31/2007**

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

ATTORNEY FOR PLAINTIFF

The Bank of New York,  
as Trustee  
4828 Loop Central Drive  
Houston, TX 77081

Plaintiff

v.

David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

TO: David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

NOTICE

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

*Prothonotary*

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400.

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

ATTORNEY FOR PLAINTIFF

The Bank of New York,  
as Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

v.

David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

NO. 05-657-CD

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

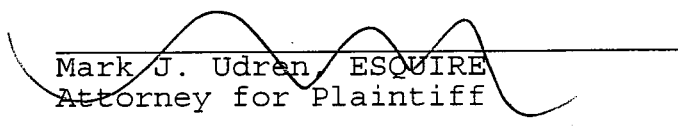
TO THE PROTHONOTARY:

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

As set forth in Complaint	\$62,976.35
Interest Per Complaint	4,883.13
From 4/26/05 to 3/28/06	
Late charges per Complaint	<u>255.09</u>
From 4/26/05 to 3/28/06	
<b>TOTAL</b>	<b><u>\$68,114.57</u></b>

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

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 4-4-06

  
PRO PROTHY

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

ATTORNEY FOR PLAINTIFF

The Bank of New York,  
as Trustee  
4828 Loop Central Drive  
Houston, TX 77081

Plaintiff

v.

David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE SHERIFF:

Issue Writ of Execution in the above matter:

Amount due \$68,114.57

Interest From 3/29/05

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$14.49

to actual date of sale including if sale is  
held at a later date

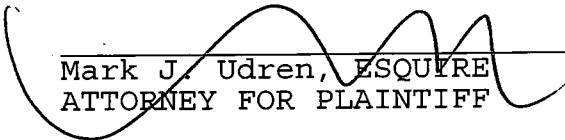
(Costs to be added)

\$ \_\_\_\_\_

Prothonotary costs

\$ 119.00

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED

APR 04 2006

4/2/06

William A. Shaw

Prothonotary/Clerk of Courts

LENS TO SHFF.

w/b writ

ATTORNEY FOR PLAINTIFF

UDREN LAW OFFICES, P.C.

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

v.

David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

NO. 05-657-CD

WRIT OF EXECUTION

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:

P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$68,114.57

Interest From 3/29/05  
to Date of Sale \_\_\_\_\_  
Ongoing Per Diem of \$14.49  
to actual date of sale including if sale is  
held at a later date

(Costs to be added) \$ \_\_\_\_\_

Prothonotary costs \$119.00

By [Signature] Prothonotary  
Clerk

Date 4-4-06

COURT OF COMMON PLEAS  
NO. 05-657-CD

=====

The Bank of New York, as Trustee  
vs.  
David R. Smith

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 68,114.57

INTEREST \$ \_\_\_\_\_

from 3/29/05

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$14.49

to actual date of sale including if sale is  
held at a later date

COSTS PAID:

PROTHY \$ \_\_\_\_\_

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

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

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

PREMISES TO BE SOLD:

P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840

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

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE VILLAGE OF HAWK RUN, MORRIS TWP. CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFT (NOW HAWK RUN).

TOGETHER WITH THE USE OF A FOUR (4) FOOT ALLEY SITUATE BETWEEN THE LINE OF LANDS NOW OR FORMERLY OF JOHN BHOY AND THE LINE OF LANDS NOW OR FORMERLY OF EUGENE AND ELIZA PRIMAT.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS ARE CONTAINED IN PRIOR DEEDS OF RECORD.

BEING KNOWN AS: P.O. BOX 11, SEYMOUR STREET  
(MORRIS TOWNSHIP)  
HAWK RUN, PA 16840

PROPERTY ID NO.: 124-Q11-563-00005

TITLE TO SAID PREMISES IS VESTED IN DAVID R. SMITH, A SINGLE INDIVIDUAL BY DEED FROM SHAWN W. MAINES AND STACEY MAINES, HIS WIFE DATED 2/26/99 RECORDED 2/26/99 IN INSTRUMENT NO. 199902944.

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

v.  
David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

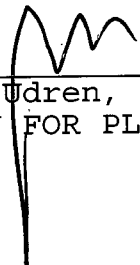
PRAECIPE TO RETURN WRIT OF EXECUTION

TO THE SHERIFF:

Kindly return the Writ of Execution to the Prothonotary with  
regard to the referenced matter.

DATED: April 13, 2006

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, Esquire  
ATTORNEY FOR PLAINTIFF

**FILED**  
MAY 08 2006  
11:15 AM  
Shff  
William A. Shaw  
Prothonotary/Clerk of Courts  
GAO



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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

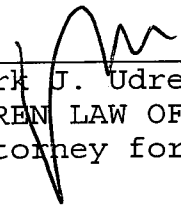
NO. 05-657-CD

v.  
David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

SUGGESTION OF BANKRUPTCY

To the Prothonotary:

Kindly note on the record that the above Defendant, David R. Smith  
has filed Chapter 13 Bankruptcy in the Western District of  
Pennsylvania on March 8, 2006, Bankruptcy Case No. #06-70122.

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

**FILED** NO  
MAY 08 2006 CC  
William A. Shaw  
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

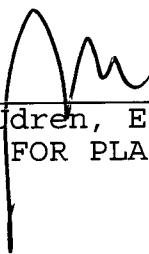
v.  
David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

PRAECIPE TO WITHDRAW JUDGMENT

TO THE PROTHONOTARY:

Kindly withdraw the Judgment entered on April 4, 2006 upon  
David R. Smith in the amount of \$68,114.57. Defendant(s), David  
R. Smith filed a CHAPTER 13 BANKRUPTCY ON MARCH 8, 2006 - #06-  
70122.

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, Esquire  
ATTORNEY FOR PLAINTIFF

DATED: April 13, 2006

FILED No CC  
m 19:08/64 Atty pd. 7.00  
MAY 08 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20316  
NO: 05-657-CD

PLAINTIFF: THE BANK OF NEW YORK, AS TRUSTEE  
vs.  
DEFENDANT: DAVID R. SMITH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/04/2006

LEVY TAKEN 04/12/2006 @ 9:06 AM

POSTED 04/12/2006 @ 9:08 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 06/09/2006

DATE DEED FILED **NOT SOLD**

**FILED**  
013:59/61  
JUN 09 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

@ SERVED DAVID R. SMITH  
NOT SERVED WRONG ADDRESS

@ SERVED  
NOW, APRIL 13, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JUNE 2, 2006 DUE TO BANKRUPTCY FILING.

@ SERVED  
NOW, APRIL 13, 2006 RECEIVED A PRAECIPE TO RETURN THE WRIT OF EXECUTION.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20316  
NO: 05-657-CD

PLAINTIFF: THE BANK OF NEW YORK, AS TRUSTEE  
vs.  
DEFENDANT: DAVID R. SMITH

Execution REAL ESTATE

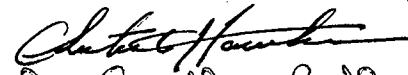
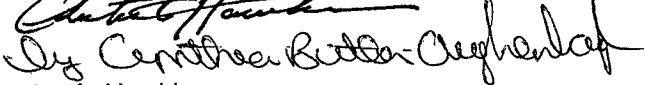
SHERIFF RETURN

---

SHERIFF HAWKINS \$223.76

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

v.

David R. Smith  
P.O. Box 11  
Hawk Run, PA 16840  
Defendant(s)

NO. 05-657-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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(Morris Township)  
Hawk Run, PA 16840  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$68,114.57

Interest From 3/29/05  
to Date of Sale \_\_\_\_\_  
Ongoing Per Diem of \$14.49  
to actual date of sale including if sale is  
held at a later date

(Costs to be added)

Prothonotary costs

\$ \_\_\_\_\_

By

[Signature] Prothonotary  
Clerk

Date

4-4-06

Received April 4, 2006 @ 3:30 P.M.  
Christina A. Hawkins  
of Cynthia Butts-Ayherley

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE VILLAGE OF HAWK RUN, MORRIS TWP. CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFT (NOW HAWK RUN).

TOGETHER WITH THE USE OF A FOUR (4) FOOT ALLEY SITUATE BETWEEN THE LINE OF LANDS NOW OR FORMERLY OF JOHN BHOY AND THE LINE OF LANDS NOW OR FORMERLY OF EUGENE AND ELIZA PRIMAT.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS ARE CONTAINED IN PRIOR DEEDS OF RECORD.

BEING KNOWN AS: P.O. BOX 11, SEYMOUR STREET  
(MORRIS TOWNSHIP)  
HAWK RUN, PA 16840

PROPERTY ID NO.: 124-Q11-563-00005

TITLE TO SAID PREMISES IS VESTED IN DAVID R. SMITH, A SINGLE INDIVIDUAL BY DEED FROM SHAWN W. MAINES AND STACEY MAINES, HIS WIFE DATED 2/26/99 RECORDED 2/26/99 IN INSTRUMENT NO. 199902944.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DAVID R. SMITH

NO. 05-657-CD

NOW, June 08, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of David R. Smith to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	16.02
LEVY	15.00
MILEAGE	16.02
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	32.04
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$223.76</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	68,114.57
INTEREST @ 14.4900	(10,607,172.
FROM 03/29/2005 TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>(\$10,539,038.09)</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	223.76
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	119.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$342.76</b>

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

CHESTER A. HAWKINS, Sheriff

COPY

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

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

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

FREDDIE MAC  
PENNSYLVANIA  
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

April 13, 2006

Sent via telefax #1-814-765-5915

Clearfield County Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street  
Suite 116  
Clearfield, PA 16830  
ATTN: Cindy

Re: The Bank of New York, as Trustee  
vs.  
David R. Smith  
Clearfield County C.C.P. No. 05-657-CD  
Premises: P.O. Box 11, Seymour Street, (Morris Township)  
Hawk Run, PA 16840  
SS Date: June 2, 2006

Dear Cindy:

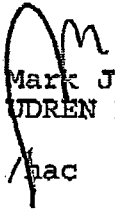
Please Stay the Sheriff's Sale scheduled for June 2, 2006.

Sale is stayed for the following reason:

Defendant(s) filed Chapter 13 Bankruptcy on March 8, 2006 in the Western District (Johnstown, PA). Case number #06-70122.

Thank you for your attention to this matter.

Sincerely yours,

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

/sac



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

The Bank of New York, as  
Trustee

4828 Loop Central Drive  
Houston, TX 77081

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

v.

David R. Smith

P.O. Box 11

Hawk Run, PA 16840

Defendant(s)

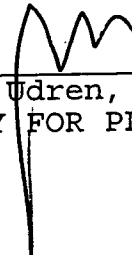
PRAECIPE TO RETURN WRIT OF EXECUTION

TO THE SHERIFF:

Kindly return the Writ of Execution to the Prothonotary with  
regard to the referenced matter.

UDREN LAW OFFICES, P.C.

DATED: April 13, 2006

  
\_\_\_\_\_  
Mark J. Udren, Esquire  
ATTORNEY FOR PLAINTIFF

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

v.

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

NO. 05-657-CD

**FILED** Any pd.  
20.00  
JAN 24 2007 Notice to  
Def.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement  
To Atty  
(OK)

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$62,976.35
Interest Per Complaint	9,186.66
From 4/26/05 to 1/19/07	
Late charges per Complaint	<u>486.99</u>
From 4/26/05 to 1/19/07	
<b>TOTAL</b>	<b><u>\$72,650.00</u></b>

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

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 1/24/07

William A. Shaw  
PRO PROTHY

UNITED STATES BANKRUPTCY COURT  
Western District of Pennsylvania

17  
jhel

In re:

Bankruptcy Case No.: 06-70122-JKF  
Issued Per 9/14/06 Proceeding  
Chapter: 13

**David R. Smith**  
Debtor(s)

**Order Dismissing Case Without Prejudice, And Order Terminating Income Attachment**

**AND NOW**, this The 14th of September, 2006, **It Is Hereby Ordered** that the above-captioned case is **dismissed without prejudice, terminated and closed** and that the Debtor(s) remain legally liable for all of his/her debts as if the bankruptcy petition had not been filed. Creditor collection remedies are reinstated pursuant to 11 U.S.C. §349, and creditors are directed to title 11 U.S.C. §108(c) for time limits on filing a lawsuit to collect; generally, a creditor's lawsuit must be filed by the later of (1) the time deadline prescribed by state law, or (2) thirty days after date of this notice.

**It Is Further Ordered** that if this case is dismissed, with prejudice, pursuant to 11 U.S.C. §109(g), the Debtor is ineligible to file bankruptcy under any chapter for one-hundred eighty (180) days.

**It Is Further Ordered** that each income attachment issued in this case is now terminated. So that each employer and entity subject to an attachment order knows to stop the attachment, the Debtor shall serve a copy of this order on each such employer and entity immediately.

**It Is Further Ordered** that this case is administratively closed; however, the court retains jurisdiction over the Trustee's final report and account and the Trustee's certification of distributed funds. Following submission of a final accounting and certification of distributed funds, the Trustee shall be deemed discharged from her duties in this case and this case shall be deemed closed without further order of court.

**It Is Further Ordered** that the Clerk shall give notice to all creditors of this dismissal.

Judith K. Fitzgerald  
Judge

cm: All Creditors and All Parties In Interest

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as Trustee  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

David R. Smith  
Defendant(s)

NO. 05-657-CD

TO: David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

DATE of Notice: December 29, 2005

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.


LAWYER REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

**NOTIFICACION IMPORTANTE**

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

SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101024  
NO: 05-657-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK  
vs.  
DEFENDANT: DAVID R. SMITH

SHERIFF RETURN

NOW, December 06, 2005 AT 2:22 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID R. SMITH DEFENDANT AT 187 WHITMAN ST., HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAVID R. SMITH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	46330	10.00
SHERIFF HAWKINS	UDREN	46330	43.92

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100565  
NO: 05-657-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK  
vs.  
DEFENDANT: DAVID R. SMITH

COPY

SHERIFF RETURN

---

NOW, June 17, 2005, SHERIFF OF TIOGA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID R. SMITH.

NOW, July 12, 2005 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID R. SMITH, DEFENDANT. THE RETURN OF TIOGA COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY

:

SS

COUNTY OF CAMDEN

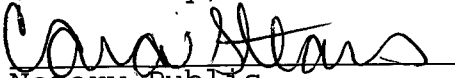
:

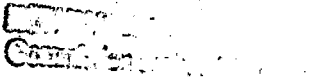
THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Servicemembers' Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100), and that the age and last known residence and employment of each Defendant are as follows:

Defendant: David R. Smith  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Name: MARK J. UDREN, ESQ.  
Title: ATTORNEY FOR PLAINTIFF  
Company: UDREN LAW OFFICES, P.C.

Sworn to and subscribed  
before me this 19<sup>th</sup> day  
of January, 2007.

  
Notary Public



UDREN LAW OFFICES, P.C.

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

ATTORNEY FOR PLAINTIFF

COPIES

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

TO: David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

NOTICE

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

Prothonotary

1/24/07

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400



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

COPIES

Bank of New York  
Plaintiff(s)

No.: 2005-00657-CD

Real Debt: \$72,650.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

David R. Smith  
Defendant(s)

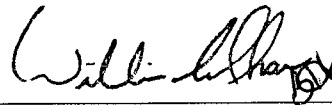
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 24, 2007

Expires: January 24, 2012

Certified from the record this 24th day of January, 2007.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue Writ of Execution in the above matter:

Amount due \$72,650.00

Interest From 1/20/07

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$14.49

to actual date of sale including if sale is  
held at a later date

(Costs to be added)

\$ \_\_\_\_\_

186.00 Prothonotary costs

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED *ICC@Lewin*  
*m 11:44/34 w/prop descr*  
JAN 24 2007 *to Shff*

William A. Shaw *Att y pd*  
Prothonotary/Clerk of Courts *20.00*



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

The Bank of New York, as Trustee, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: P.O. Box 11, Seymour Street (Morris Township), Hawk Run, PA 16840

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

David R. Smith 187 Whitman Street  
Hawk Run, PA 16840

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

SAME AS #1 ABOVE

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

None

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

The Bank of New York, 4828 Loop Central Drive  
as Trustee Houston, TX 77081

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

Name

Address

Shawn Maines

Address to Follow

The Municipal Auth. Of  
the Township of Morris

Address to Follow

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

Name

Address

Real Estate Tax Dept.

1 North Second Street, Suite 116  
Clearfield, PA 16830

Domestic Relations Section

1 North Second Street, Suite 116  
Clearfield, PA 16830

Commonwealth of PA,  
Department of Revenue

Bureau of Compliance, PO Box 281230  
Harrisburg, PA 17128-1230

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

Name

Address

Tenants/Occupants

P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840

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

DATED: January 19, 2007

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQ.

Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

CC: Y

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

WRIT OF EXECUTION

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:

P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$72,650.00

Interest From 1/20/07

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$14.49

to actual date of sale including if sale is  
held at a later date

(Costs to be added)

\$ \_\_\_\_\_

186.00

Prothonotary costs

By \_\_\_\_\_

Prothonotary

Clerk

Date 1/24/07

COURT OF COMMON PLEAS  
NO. 05-657-CD

The Bank of New York, as Trustee  
vs.  
David R. Smith

WRIT OF EXECUTION

REAL DEBT \$72,650.00

INTEREST \$

from 1/20/07

to Date of Sale

Ongoing Per Diem of \$14.49

to actual date of sale including if sale is  
held at a later date

COSTS PAID:

PROTHY \$ 186.00

SHERIFF \$

STATUTORY \$

COSTS DUE PROTHY. \$

PREMISES TO BE SOLD:

P.O. Box 11, Seymour Street

(Morris Township)

Hawk Run, PA 16840

Mark J. Udren, ESQUIRE

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

(856) 669-5400

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE VILLAGE OF HAWK RUN, MORRIS TWP. CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFT (NOW HAWK RUN).

TOGETHER WITH THE USE OF A FOUR (4) FOOT ALLEY SITUATE BETWEEN THE LINE OF LANDS NOW OR FORMERLY OF JOHN BHOUY AND THE LINE OF LANDS NOW OR FORMERLY OF EUGENE AND ELIZA PRIMAT.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS ARE CONTAINED IN PRIOR DEEDS OF RECORD.

BEING KNOWN AS: P.O. BOX 11, SEYMOUR STREET  
(MORRIS TOWNSHIP)  
HAWK RUN, PA 16840

PROPERTY ID NO.: 124-Q11-563-00005

TITLE TO SAID PREMISES IS VESTED IN DAVID R. SMITH, A SINGLE INDIVIDUAL BY DEED FROM SHAWN W. MAINES AND STACEY MAINES, HIS WIFE DATED 2/26/99 RECORDED 2/26/99 IN INSTRUMENT NO. 199902944.

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: Mark J. Udren

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

FILED NO CC  
MAY 02 2007  
(5)

William A. Shaw  
Prothonotary/Clerk of Courts

v.

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840  
Defendant(s)

NO. 05-657-CD

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

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

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecipe for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.

2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail, and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".

3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".

4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

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

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

Dated: April 27, 2007

UDREN LAW OFFICES, P.C.

BY:

Mark J. Udren, Esquire  
Attorney for Plaintiff



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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as Trustee  
Plaintiff

v.  
David R. Smith  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY**

**OWNER(S): David R. Smith**

**PROPERTY: P.O. Box 11, Seymour Street, (Morris Township) Hawk Run,  
PA 16840**

**Improvements: RESIDENTIAL DWELLING**

The above captioned property is scheduled to be sold at the **Clearfield** County Sheriff's Sale on **April 13, 2007**, at 10:00 A.M., at the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

EXHIBIT A

UDREN LAW OFFICES, P.C.  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003

ATTN: Henni Crommarty

☐ Registered  
☐ Insured  
☐ COD  
☐ Certified

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

Check appropriate block for Registered Mail:  
☐ With Postal Insurance  
☐ Without postal insurance

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

Postmark and Date of Receipt

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regs.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1		REAL ESTATE TAX DEPT. 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830											
2		DOMESTIC RELATIONS SECTION 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830											
3		PA DEPT OF REVENUE, BUREAU OF COMPLIANCE, P.O. BOX 281230, HARRISBURG, PA 17128-1230											
4	05-657-CD	TENANTS/OCCUPANTS P.O. BOX 11, SEYMOUR STREET, (MORRIS TWP), HAWK RUN, PA 16840											
5		Shawn Maines 46 Deer Creek Road, Morrisdale, PA 16858											
6	04/13/2007	The Municipal Authority of the Township of Morris 1189 Oak Grove Road, Morrisdale, PA 16858											
7													
8													
9													
10													
11													
12													
13													
14													
15													
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.								

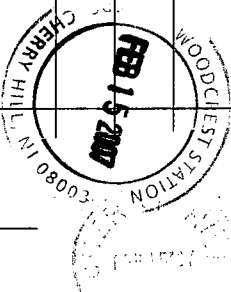


EXHIBIT A

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

David R. Smith; #05040357 (Clearfield)

CA

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as Trustee  
Plaintiff

v.  
David R. Smith  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

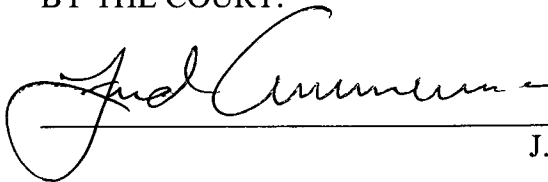
NO. 05-657-CD

RULE TO SHOW CAUSE

AND NOW, this 30 day of March, ~~2006~~ <sup>2007</sup> <sup>FJA</sup> upon consideration of the foregoing Petition,  
it is hereby ORDERED that:

1. A Rule is issued upon the Respondent to show cause why the Petitioner is not entitled to relief requested;
2. The Respondent may file an Answer to the Petition on or before \_\_\_\_\_;
3. The Petition shall be decided under Pennsylvania Rule of Civil Procedure 206.7;
4. Depositions shall be completed within \_\_\_\_ days of the date of this Order;
5. Argument shall be held on May 9, 2007 @ 10:00 A.M. in Courtroom 1, of the Clearfield County Courthouse; and
6. Notice of the entry of this Order shall be provided to all parties by the Petitioner.

BY THE COURT:

  
J.

FILED <sup>2cc</sup>  
<sup>012:5034</sup> <sup>Anyudren</sup>  
APR 03 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION**

The Bank of New York, as Trustee  
Plaintiff

v.

David R. Smith  
Defendant(s)

NO. 05-657-CD

ORDER

**FILED** pcc  
05/09/07 Atty  
MAY 09 2007 Unota-

William A. Shaw will serve  
Prothonotary/Clerk of Courts

(ch)

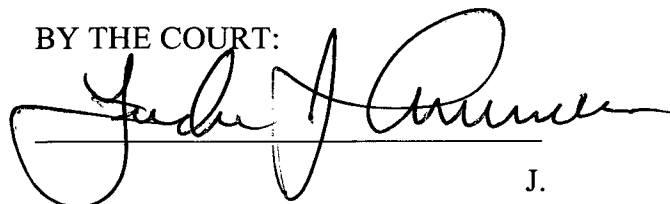
AND NOW, this 9 day of May, 2007, Upon consideration of Plaintiff's Motion for Reassessment of Damages, and any response thereto, the Prothonotary is ORDERED to reassess the damages, in rem, in the amount of \$77,677.05 as more particularly set forth below:

Principal of Debt Due and Unpaid	\$51,351.30
Interest pursuant to the Mortgage/ Note from 7/28/04 to 3/23/07 at 10.15% (the per diem interest accruing on this debt is \$14.49)	\$14,376.27
Escrow Overdraft/Balance (Taxes/ Insurance) Pursuant to the Mortgage	\$4,437.09
Unpaid Late Charges	\$742.08
Deffered Late Charges	\$417.42
Property Inspection(s)	\$222.50
Post Acceleration Late Charge Credit	(\$139.14)
Foreclosure Costs to Date (Allowable pursuant to the Mortgage, including Title Report, Complaint Filing Fee, Service of Pleadings Fee, Listing for Sheriff's Sale, etc.)	\$3,701.96
Reasonable Attorneys Fees (5% of principal balance of \$51,351.30)	<u>\$2,567.57</u>

TOTAL

\$77,677.05

BY THE COURT:

  
J.

05-657-CD

**NOTICE**

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT OWED BY YOU. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as Trustee  
Plaintiff

v.

David R. Smith  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

FILED NUCC.  
m/11:00Lm  
MAR 29 2007  
USA

William A. Shaw

Prothonotary/Clerk of Courts

**MOTION FOR REASSESSMENT OF DAMAGES**

Plaintiff, The Bank of New York, as Trustee, by its Attorney, Mark J. Udren, Esquire, moves the Court to direct the Prothonotary to reassess the damages in this matter and in support thereof avers the following:

1. This is an action in mortgage foreclosure in which Plaintiff entered judgment against the Defendant(s) in the in rem amount of \$72,650.00, on January 24, 2007. A true and correct copy of the Praeipie for Judgment is attached hereto as Exhibit "A".

2. The mortgaged premises is currently scheduled for the April 3, 2007 Sheriff's Sale.

3. Subsequent to the entry of judgment, additional sums have been incurred or expended on Defendants(s)' behalf during the time the sale was postponed or stayed, or while the sale was pending, which sums include, but are not limited to, taxes, insurance and ongoing per diem interest, and Defendant(s) have been given credit for any payments that have been made since the judgment, if any. The amount of damages should now read as follows:

Principal of Debt Due and Unpaid	\$51,351.30
----------------------------------	-------------

Interest pursuant to the Mortgage/ Note from 7/28/04 to 3/23/07 at 10.15% (the per diem interest accruing on this debt is \$14.49)	\$14,376.27
---	-------------

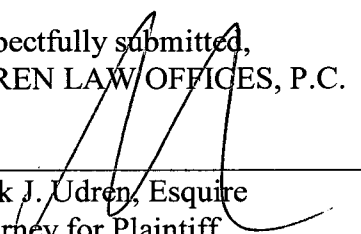
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---	------------

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Foreclosure Costs to Date (Allowable pursuant to the Mortgage, including Title Report, Complaint Filing Fee, Service of Pleadings Fee, Listing for Sheriff's Sale, etc.)	\$3,701.96
Reasonable Attorneys Fees (5% of principal balance of \$51,351.30)	<u>\$2,567.57</u>
<b>TOTAL</b>	<b>\$77,677.05</b>

5. Under the terms of the Mortgage, Plaintiff is entitled to inclusion of the amounts set forth in paragraph 4 as part of the judgment, and accordingly, attached hereto as exhibits "B" and "C", are the Mortgage and Note, allowing Mortgagee to charge Mortgagor(s) the amount set forth herein, including, inter alia, attorney fees, costs of suit, and authorizing Mortgagee to place insurance if Mortgagor(s) fail to do so.

**WHEREFORE**, Plaintiff prays and respectfully requests that the Honorable Court grant its Motion and allow the damages to be reassessed, in rem, in the amount of \$77,677.05, as set forth hereinabove.

Respectfully submitted,  
UDREN LAW OFFICES, P.C.

By:   
Mark J. Udren, Esquire  
Attorney for Plaintiff



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

**ATTORNEY FOR PLAINTIFF**

The Bank of New York, as Trustee  
Plaintiff

v.

David R. Smith  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION FOR  
REASSESSMENT OF DAMAGES**

As a result of a Bankruptcy Stay and/or the passage of time, or both, Plaintiff has requested adjustment of the in rem Judgment as set forth in its Motion to properly reflect the sums now due Plaintiff.

Those sums reflect additional interest, late charges, escrow deficit (which reflect insurance payments and taxes paid), and additional costs of suit, all of which are authorized by the loan documents, true and correct copies of which are attached to the Motion.

It has been held that judgments bear interest from the time obtained or until, at least, time of sale or until satisfaction can be made. Interest is a legal incident of every judgment. Koolvent Aluminum Awning Co v. City of Pittsburgh, 192 Pa. Super. 650, 653, 162 A.2d 256, 257 (1960).

A contract for post-judgment rate above the so-called statutory rate of 6% per annum is allowable. Sicari v. Baruam, et.al, 43 D. & C. 3d. 647 (1986, C.C.P. of Somerset County, Pa.)

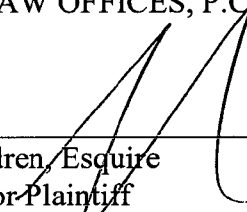
With regard to the pre-judgment and post-judgment interest being claimed herein, Plaintiff is charging the contract rate of interest per the terms of the Mortgage and Note documents. See, Exhibits "B" (Mortgage) and "C" (Note) attached hereto. The pertinent paragraphs of the Mortgage and Note are highlighted.

Escrow overdraft (property taxes and property insurance), property inspection (the protection of the secured interest of the Plaintiff by a checking of the Property to make sure it is not vacant, and if vacant, has not been broken into) and Foreclosure Costs are allowable pursuant to the terms of the Mortgage and Note as highlighted.

Reasonable attorney fees with regard to a collection action in mortgage foreclosure are allowable pursuant to paragraph 22 of the Mortgage. The Pennsylvania Courts have concluded that as much as 5% or even 10% of the principal balance can be reasonable in the calculation of attorney's fees, and that such amount is enforceable. See, Federal National Mortgage Association v. U.S.A., 33 Pa. D. & C. 3d. 152, 156 (1982); Federal Land Bank of Baltimore v. Fetner, 269 Pa. Super. 455, 410 A. 2d. 344 (1979). Under the circumstances in the case, considering the additional efforts Plaintiff has been forced to pursue to recover what is due, the attorney's fees recited herein are reasonable.

Therefore, Plaintiff prays and respectfully requests that the Honorable Court grant its Motion and allow the damages to be reassessed in the amount of \$77,677.05, as set forth hereinabove.

Respectfully submitted,  
UDREN LAW OFFICES, P.C.

By:   
Mark J. Udren, Esquire  
Attorney for Plaintiff

ATTORNEY FOR PLAINTIFF

UDREN LAW OFFICES, P.C.

BY: Mark J. Udren, Esquire

ATTY I.D. NO. 04302

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

v.

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840  
Defendant(s)

NO. 05-657-CD

**FILED**  
JAN 24 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

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

TO THE PROTHONOTARY:

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

As set forth in Complaint	\$62,976.35
Interest Per Complaint	9,186.66
From 4/26/05 to 1/19/07	
Late charges per Complaint	<u>486.99</u>
From 4/26/05 to 1/19/07	
<b>TOTAL</b>	<b><u>\$72,650.00</u></b>

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

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 1/24/07

PRO PROTH

**COPY**

**EXHIBIT A**

10862489

I hereby certify this to be a TRUE and EXACT copy of the original document.  
By: *Amy Chesj*

After Recording Return To:

Decision One Mortgage Company, LLC  
6060 J.A. Jones Drive, Suite 1000  
Charlotte, North Carolina 28287

----- [Space Above This Line For Recording Data] -----  
Loan Number 2030-01097649-046

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **SEPTEMBER 24, 2001**, together with all Riders to this document.

(B) "Borrower" is **DAVID R. SMITH**. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **Decision One Mortgage Company, LLC**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **NORTH CAROLINA**. Lender's address is **6060 J.A. JONES DRIVE, SUITE 1000, CHARLOTTE, NORTH CAROLINA 28287**. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **SEPTEMBER 24, 2001**. The Note states that Borrower owes Lender **FIFTY-TWO THOUSAND TWO HUNDRED AND 00/100ths Dollars (U.S.\$52,200.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **SEPTEMBER 28, 2031**.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |   |

*7.5.*

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the \_\_\_\_\_ County \_\_\_\_\_ of \_\_\_\_\_:

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED SCHEDULE "A"

*P.S.*

**Tax Parcel Identification Number: 124-Q11-5636**

which currently has the address of PO BOX 11, SEYMOUR STREET

[Street]

HAWK RUN, Pennsylvania 16840 ("Property Address");

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds.

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EXHIBIT B

Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if and to the extent that each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.



If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

*Handwritten signature/initials*

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one

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designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

*JH.*

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

*J.G.*

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**26. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**27. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.





BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

P. D. Rameeth

David R. Smith  
DAVID R. SMITH

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

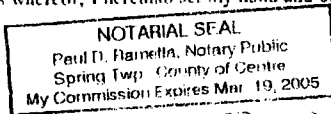
(Seal)

Borrower

STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

On this, the 24th day of SEPTEMBER, 2001, before me, the undersigned officer, personally appeared DAVID R. SMITH, 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/they executed the same for the purposes therein contained.

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



Title of Officer  
My Commission Expires  
Typed or printed name:

CERTIFICATE OF RESIDENCE I, P. D. Rameeth do hereby certify that the correct address of the within-named lender is 6060 J.A. JONES DRIVE, SUITE 1000, CHARLOTTE, NORTH CAROLINA 28287, witness my hand this 24th day of SEPTEMBER 2001

P. D. Rameeth  
Agent of Lender.

True & Certified

Copy 62

NOTE

LN # 7016810

10862489

Loan Number 2030-01097649-146

SEPTEMBER 24

2001

HAWK RUN

PENNSYLVANIA

[Date]

[City]

[State]

PO BOX 11, SEYMOUR STREET, HAWK RUN, PENNSYLVANIA 16840

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$52,200.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **Decision One Mortgage Company, LLC**. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **10.15%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **28TH** day of each month beginning on **OCTOBER 28, 2001**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **SEPTEMBER 28, 2031**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **6060 J.A. Jones Drive, Suite 1000, Charlotte, North Carolina 28287** or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. **\$463.89**.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **FIFTEEN** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.0 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

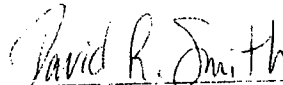
**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
DAVID R. SMITH (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Sign Original Only]

Without Recourse  
For valuable consideration  
Denise One Mortgage Company, LLC  
Assigns all rights, title and interest to  
Denise One Mortgage Company, LLC  
  


**DENISE HUNDEMANN**  
POST CLOSER

VERIFICATION

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff in this action, and that he is authorized to take this Verification on behalf of the Plaintiff. Plaintiff is outside the jurisdiction of the court and the verification to the Motion for Reassessment of Damages cannot be obtained within the time allowed for the filing the pleading. The statements made in the foregoing Motion for Reassessment of Damages are true and correct to the best of his knowledge, information and belief. The source of matters, not within the personal knowledge of counsel, is the business records of Plaintiff. These records are retained in the ordinary course of business of Plaintiff and the entries are made near in time to the events to which they refer. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S., Section 4904 relating to unsworn falsification to authorities.

UDREN LAW OFFICES, P.C.

By: \_\_\_\_\_

Mark J. Udren, Esquire  
Attorney for Plaintiff

Dated: \_\_\_\_\_

3/28/07

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

**ATTORNEY FOR PLAINTIFF**

The Bank of New York, as Trustee  
Plaintiff

v.

David R. Smith  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

CERTIFICATE OF SERVICE

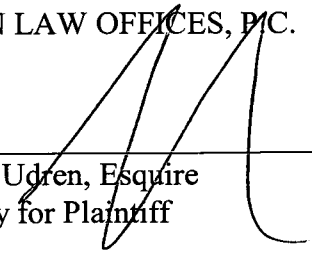
I, Mark J. Udren, Esquire, hereby certify that I have served true and correct copies of the Plaintiff's Motion for Reassessment of Damages and Memorandum of Law upon the following person(s) named herein at their last known address or their attorney of record.

xxxxxxx Regular First Class Mail  
                     Certified Mail  
                     Other (certificate of mailing)

Date Served: March 28, 2007

TO: David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

UDREN LAW OFFICES, P.C.

By:   
Mark J. Udren, Esquire  
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County


NO. 05-657-CD

v.  
David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840  
Defendant(s)

SUGGESTION OF BANKRUPTCY

To the Prothonotary:

Kindly note on the record that the above Defendant, David R, Smith has filed Chapter 13 Bankruptcy in the Western District of Johnstown, Pennsylvania on April 10, 2007, Bankruptcy Case No. 07-70384.

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

FILED  
mll 38301  
JUN 04 2007

NOCC  
(6K)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20511  
NO: 05-657-CD

PLAINTIFF: THE BANK OF NEW YORK, AS TRUSTEE  
vs.  
DEFENDANT: DAVID R. SMITH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 1/24/2007

LEVY TAKEN 2/8/2007 @ 2:35 PM

POSTED 2/8/2007 @ 2:35 PM

SALE HELD

SOLD TO

WRIT RETURNED 11/28/2007

DATE DEED FILED **NOT SOLD**

**DETAILS**

2/20/2007 @ 1:44 PM SERVED DAVID R. SMITH

SERVED DAVID R. SMITH, DEFENDANT, AT HIS RESIDENCE 187 WHITMAN STREET A/K/A SEYMOUR STREET, HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID R. SMITH

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, APRIL 27, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR APRIL 113, 2007 TO JUNE 1, 2007.

@ SERVED

NOW, MAY 31, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JUNE 1, 2007 DUE TO A BANKRUPTCY FILING.

**FILED**

018:45:21  
NOV 28 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20511  
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Execution REAL ESTATE


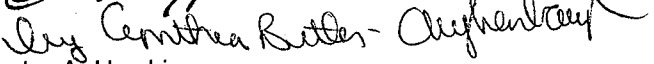
SHERIFF RETURN

---

SHERIFF HAWKINS \$232.06

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff



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

ATTORNEY FOR PLAINTIFF

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

WRIT OF EXECUTION

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:

P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840  
SEE LEGAL DESCRIPTION ATTACHED

Amount due

\$72,650.00

Interest From 1/20/07

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$14.49

to actual date of sale including if sale is  
held at a later date

(Costs to be added)

\$

186.00

Prothonotary costs

By

*Willie L. Hays*

Prothonotary

Clerk

Date

1/24/07

Received January 24, 2007 @ 3:00 P.M.  
Christina A. Hanks  
By Cynthia Butler-Capenbury

COURT OF COMMON PLEAS  
NO. 05-657-CD

=====

The Bank of New York, as Trustee  
vs.  
David R. Smith

=====

=====

WRIT OF EXECUTION

=====

REAL DEBT \$72,650.00

INTEREST \$ \_\_\_\_\_

from 1/20/07

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$14.49

to actual date of sale including if sale is  
held at a later date

COSTS PAID:

PROTHY \$ 180.00

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

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

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

PREMISES TO BE SOLD:

P.O. Box 11, Seymour Street

(Morris Township)

Hawk Run, PA 16840

Mark J. Udren, ESQUIRE

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

(856) 669-5400

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE VILLAGE OF HAWK RUN, MORRIS TWP. CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFT (NOW HAWK RUN).

TOGETHER WITH THE USE OF A FOUR (4) FOOT ALLEY SITUATE BETWEEN THE LINE OF LANDS NOW OR FORMERLY OF JOHN BHOUY AND THE LINE OF LANDS NOW OR FORMERLY OF EUGENE AND ELIZA PRIMAT.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS ARE CONTAINED IN PRIOR DEEDS OF RECORD.

BEING KNOWN AS: P.O. BOX 11, SEYMOUR STREET  
(MORRIS TOWNSHIP)  
HAWK RUN, PA 16840

PROPERTY ID NO.: 124-Q11-563-00005

TITLE TO SAID PREMISES IS VESTED IN DAVID R. SMITH, A SINGLE INDIVIDUAL BY DEED FROM SHAWN W. MAINES AND STACEY MAINES, HIS WIFE DATED 2/26/99 RECORDED 2/26/99 IN INSTRUMENT NO. 199902944.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DAVID R. SMITH

NO. 05-657-CD

NOW, November 27, 2007, 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 June 01, 2007, I exposed the within described real estate of David R. Smith to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

**PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR	15.00
SERVICE	15.00
MILEAGE	17.46
LEVY	15.00
MILEAGE	17.46
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	17.46
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$232.06</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

DEBT-AMOUNT DUE	72,650.00
INTEREST @ 14.4900	1,912.68
FROM 01/20/2007 TO 06/01/2007	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$74,582.68</b>
--------------------------------	--------------------

**COSTS:**

ADVERTISING	408.58
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	232.06
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	186.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>\$1,006.64</b>
--------------------	-------------------

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

CHESTER A. HAWKINS, Sheriff

**UDREN LAW OFFICES, P.C.**  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
SUITE 200

CHERRY HILL, NEW JERSEY 08003-3620  
856. 669. 5400  
FAX: 856. 669. 5399

PENNSYLVANIA OFFICE  
215-368-9500

MARR J. UDREN  
STUART WINNEG  
GAYL SPIVAK ORLOFF  
HEIDI R. SPIVAK  
MARISA JOY COHEN  
LORRAINE DOYLE  
ALAN M. MINATO  
ADMITTED N.J. PA  
ADMITTED N.J. PA  
ADMITTED N.J. PA  
TINA MARIE RICH  
OFFICE ADMINISTRATOR

FREDDIE MAC  
PENNSYLVANIA  
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

April 26, 2007

Sent via telefax #1 814 765 5915

Clearfield County Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street  
Suite 116  
Clearfield, PA 16830  
ATTN: Cindy

Re: The Bank of New York, as Trustee  
vs.  
David R. Smith  
Clearfield County C.C.P. No. 05-657-CD  
Premises: P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840  
SS Date: JUNE 1, 2007

Dear Cindy:

Please POSTPONE the Sheriff's Sale scheduled for April 13, 2007 to June 1, 2007.

Sale is POSTPONED for the following reason:

Defendant(s) filed Chapter 13 Bankruptcy in the Western District of Pennsylvania (Johnstown) on April 10, 2007, Case No. 07-70384.

Thank you for your attention to this matter.

Sincerely yours,

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

/cm

**UDREN LAW OFFICES, P.C.**

**WOODCREST CORPORATE CENTER**

**111 WOODCREST ROAD**

**SUITE 200**

**CHERRY HILL, NEW JERSEY 08003-3620**

**856. 669. 5400**

**FAX: 856. 669. 5399**

**PENNSYLVANIA OFFICE**  
**215-568-9500**

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

**FREDDIE MAC**  
**PENNSYLVANIA**  
**DESIGNATED COUNSEL**

**PLEASE RESPOND TO NEW JERSEY OFFICE**

May 30, 2007

Sent via telefax #814-765-6767  
and Regular Mail

Clearfield County Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street  
Suite 116  
Clearfield, PA 16830  
ATTN: Cindy

Re: The Bank of New York, as Trustee  
vs.  
David R. Smith  
Clearfield County C.C.P. No. 05-657-CD  
Premises: P.O. Box 11, Seymour Street (Morris Township)  
Hawk Run, PA 16840  
SS Date: June 1, 2007

Dear Cindy:

Please stay the Sheriff's Sale scheduled for June 1, 2007.

Sale is stayed for the following reason:

Defendant(s) filed chapter 13 bankruptcy on April 10, 2007 in the  
Western District, Johnstown, Pennsylvania. Case #07-70384.

Thank you for your attention to this matter.

Sincerely yours,

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

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

**PRAECIPE TO ISSUE WRIT OF EXECUTION**

**TO THE PROTHONOTARY:**

Issue Writ of Execution in the above matter:

Amount due

\$72,650.00

306.00 Prothonotary costs

Interest From 1/20/09  
to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$14.49  
to actual date of sale including if sale is  
held at a later date

(Costs to be added)

\$ \_\_\_\_\_

UDREN LAW OFFICES, P.C.

BY: \_\_\_\_\_

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

FILED

MAY 14 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd.  
20.00  
1CC & Lewis  
w/prop desc.  
to Sheriff  
(cu)

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

#### C E R T I F I C A T E

I hereby state that as the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

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

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

UDREN LAW OFFICES, P.C.

BY:

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

The Bank of New York, as Trustee, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: P.O. Box 11, Seymour Street, Hawk Run, PA 16840

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

Name

Address

David R. Smith

187 Whitman Street  
Hawk Run, PA 16840

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

Name

Address

SAME AS #1 ABOVE

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

Name

Address

None

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

Name

Address

The Bank of New York,  
as Trustee

4828 Loop Central Drive  
Houston, TX 77081

Address

Address

Address

BY: \_\_\_\_\_  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE

COPY

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

WRIT OF EXECUTION

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:

P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840  
SEE LEGAL DESCRIPTION ATTACHED

Amount due

\$72,650.00

200.00 Prothonotary costs

Interest From 1/20/09

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$14.49

to actual date of sale including if sale is  
held at a later date

(Costs to be added)

\$ \_\_\_\_\_

By \_\_\_\_\_

Prothonotary

Clerk

Date July 14, 2009

COURT OF COMMON PLEAS  
NO. 05-657-CD

=====

The Bank of New York, as Trustee  
vs.  
David R. Smith

=====

=====

**WRIT OF EXECUTION**

=====

REAL DEBT                      \$ 72,650.00

INTEREST                      \$ \_\_\_\_\_  
    from 1/20/09  
to Date of Sale \_\_\_\_\_  
    *Ongoing Per Diem of \$14.49*  
    *to actual date of sale including if sale is*  
    *held at a later date*

COSTS PAID:

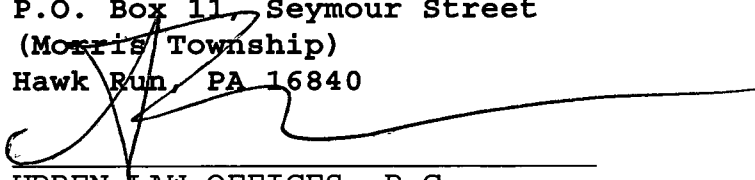
    PROTHY                      \$ 206.00

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

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

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

**PREMISES TO BE SOLD:**  
P.O. Box 11, Seymour Street  
(~~Morris~~ Township)  
Hawk Run, PA 16840

  
\_\_\_\_\_  
UDREN LAW OFFICES, P.C.  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
(856) 669-5400  
pleadings@udren.com

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE VILLAGE OF HAWK RUN, MORRIS TWP. CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFT (NOW HAWK RUN).

TOGETHER WITH THE USE OF A FOUR (4) FOOT ALLEY SITUATE BETWEEN THE LINE OF LANDS NOW OR FORMERLY OF JOHN BHOY AND THE LINE OF LANDS NOW OR FORMERLY OF EUGENE AND ELIZA PRIMAT.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS ARE CONTAINED IN PRIOR DEEDS OF RECORD.

BEING KNOWN AS: P.O. BOX 11, SEYMOUR STREET  
(MORRIS TOWNSHIP)  
HAWK RUN, PA 16840

PROPERTY ID NO.: 124-Q11-563-00005

TITLE TO SAID PREMISES IS VESTED IN DAVID R. SMITH, A SINGLE INDIVIDUAL BY DEED FROM SHAWN W. MAINES AND STACEY MAINES, HIS WIFE DATED 2/26/99 RECORDED 2/26/99 IN INSTRUMENT NO. 199902944.

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400, pleadings@udren.com

FILED

SEP 02 2009  
m/12:40/w  
William A. Shaw  
Prothonotary/Clerk of Courts  
No 9c.

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

MOTION FOR SPECIAL SERVICE PURSUANT  
TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, moves this Honorable Court for an Order directing service of the Notice of Sale upon Defendant(s), David R. Smith by regular mail and certified mail, and by posting the mortgaged premises and in support thereof avers the following:

1. Process was unable to be served at the then last known address of said Defendant(s) at 187 Whitman Street, Hawk Run, PA 16840 a/k/a P.O. Box 11, Seymour Street, Hawk Run, PA 16840 which is the mortgaged premises. A copy of the Return of Service is attached hereto as Exhibit A.

2. Pursuant to Pa.R.C.P. 430, Plaintiff made a Good Faith Investigation, the report thereof being attached hereto as Exhibit B.

3. Said investigation was unable to determine an alternate address for said Defendant(s).

4. The last known address of Defendant(s) is as set forth in the attached Exhibits.

WHEREFORE, Plaintiff prays and respectfully requests that this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Notice of Sale by regular mail and certified mail, and by posting the mortgaged premises upon said Defendant(s), David R. Smith.

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

LOUIS A. SIMONI, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400, [pleadings@udren.com](mailto:pleadings@udren.com)

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

**MEMORANDUM OF LAW**

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

(a) If service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

NOTE: A sheriff's return of "not found" or the fact that a defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address requires a "good faith effort" to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A2d 603 (1976).

An illustration of a good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.



As set forth in the Return of Service marked Exhibit A, the Sheriff and/or Process Server has been unable to serve the Notice of Sale. A good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Good Faith Investigation marked Exhibit B.

WHEREFORE, Plaintiff prays and respectfully requests service of the Notice of Sale upon Defendant(s) by regular mail and certified mail, and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE

The Bank of New York, as Trustee, et. al., Plaintiff(s)  
vs.  
David R. Smith, et. al., Defendant(s)



Service of Process by  
**APS International, Ltd.**  
**1-800-328-7171**

APS International Plaza  
7800 Glenroy Road  
Minneapolis, MN 55439-3122

APS File #: 098315 0001

### AFFIDAVIT OF DUE AND DILIGENT ATTEMPT

UDREN LAW OFFICES  
Ms Jessica Donahue  
111 Woodcrest Rd, Ste 200  
Cherry Hill, NJ 08003-3620

Customer File: 05040357

Service of Process on:

-David R. Smith  
Court Case No. 05-657-CD

State of: PA ss.

County of: BLAIR

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says  
that at all times mentioned herein, s/he was of legal age and was not a party to this action;

Documents Served: the undersigned attempted to serve the documents described as:  
Notice of Sheriff's Sale of Real Property

Service of Process on: The undersigned attempted to serve the documents on  
David R. Smith  
and after due and diligent efforts, was unable to effect service.

Attempts: The following is a list of the attempts made to effect service:

Dates/Time/Address Attempted: 187 Whitman Street, Hawk Run, PA 16840 8/4/09 2:30 PM

Reason for Non-Service: NO ANSWER

Dates/Time/Address Attempted: 8/8/09 6:10 PM

Reason for Non-Service: NO ANSWER

Dates/Time/Address Attempted: 8/14/09 8:18 AM

Reason for Non-Service: NO ANSWER

☐ Based upon the above stated facts, Affiant believes the defendant is avoiding service.

Signature of Server: Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

Subscribed and sworn to before me this

17<sup>th</sup> day of AUGUST, 20 09

D.M. Ellis  
Signature of Server

Marilyn A. Campbell  
Notary Public (Commission Expires)

APS International, Ltd.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Marilyn A. Campbell, Notary Public  
City Of Altoona, Blair County  
My Commission Expires Dec. 6, 2011  
Member, Pennsylvania Association of Notaries

EXHIBIT A

**PLAYERS NATIONAL LOCATOR**

**AFFIDAVIT OF GOOD FAITH INVESTIGATION**

---

**Loan Number:** 05040357-1

**Attorney Firm:** Mark J Udren & Associates

**Case Number:**

**Subject:** David R Smith

**A.K.A:** Dave Smith, David Smith

**Property Address:** Po Box 11, Seymour Street

Hawk Run, PA 16840

**Last Known Address:** 187 Whitman Street

Hawk Run, PA 16840

Sandra Krekeler, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Location Specialist for Players National Locator.
2. On August 26, 2009 I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

**CREDIT INFORMATION**

A. SOCIAL SECURITY NUMBER(S): 177-70-xxxx

B. EMPLOYMENT SEARCH:

We were unable to verify current employment for David R Smith.

C. INQUIRY OF CREDITORS:

Creditors indicated the last reported address for David R Smith is Po Box 11, Hawk Run, PA 16840 with no valid home number.

**INQUIRY OF TELEPHONE COMPANY**

A. DIRECTORY ASSISTANCE SEARCH:

Directory assistance does not have a listing for David R Smith.

**INQUIRY OF NEIGHBORS**

We were unable to contact any neighbors to confirm any other information for David R Smith.

**INQUIRY OF POST OFFICE**

A. NATIONAL ADDRESS UPDATE:

As of August 20, 2009 the National Change of Address (NCOA) has no change for David R Smith from Po Box 11, Hawk Run, PA 16840.

**EXHIBIT D**

## MOTOR VEHICLE REGISTRATION

### A. MOTOR VEHICLE & DMV OFFICE:

We were unable to verify current drivers license information for David R Smith.

## OTHER INQUIRIES

### A. DEATH RECORDS:

As of August 20, 2009, the Social Security Administration has no death record on file for David R Smith and/or A.K.A.s under the social security number(s) provided.

### B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.):

None found.

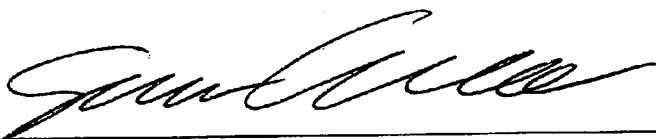
### C. COUNTY VOTER REGISTRATION:

We were unable to confirm a listing with the County Voters Registration Office.

## ADDITIONAL INFORMATION ON SUBJECT

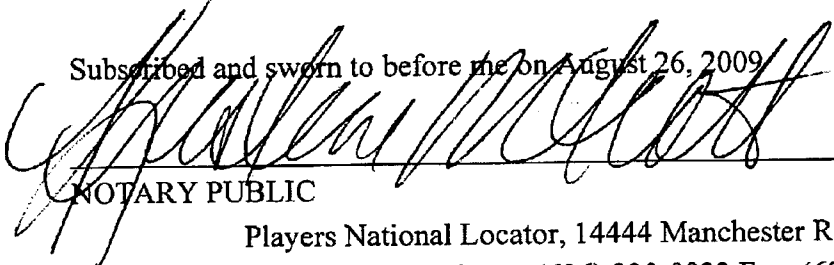
### A. DATE OF BIRTH:

David - May 1977

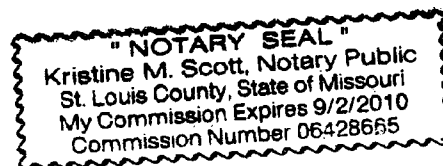


AFFIANT Sandra Krekeler

Subscribed and sworn to before me on August 26, 2009



NOTARY PUBLIC



Players National Locator, 14444 Manchester Road, Manchester, MO 63011

Phone: (636) 230-9922 Fax: (636) 230-0558

VERIFICATION

The undersigned hereby states that he/she is the Attorney for the Plaintiff in this action, that he/she is authorized to make this Verification, and that the statements made in the foregoing MOTION FOR SPECIAL SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his/her knowledge, information and belief.

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

Date: September 1, 2009

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

LOUIS A. SIMONI, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400, pleadings@udren.com

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

CERTIFICATE OF SERVICE

I, hereby certify that I have served true and correct copies of the attached Motion For Special Service upon the following person(s) named herein at their last known address or their attorney of record by:

  x   Regular First Class Mail  
           Certified Mail  
           Other

Date Served: September 1, 2009

TO: David R. Smith  
187 Whitman Street a/k/a  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE

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

THE BANK OF NEW YORK, as TRUSTEE,

Plaintiff

vs.

DAVID R. SMITH

Defendant

\* NO. 05-657-CD  
\*  
\*  
\*  
\*  
\*

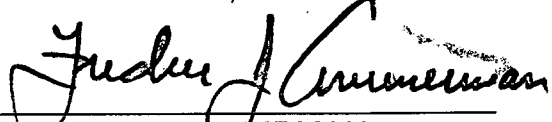
**ORDER**

NOW, this 4<sup>th</sup> day of September, 2009, the Plaintiff is granted leave to serve the Notice of Sale upon the Defendant **David R. Smith** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 187 Whitman Street, Hawk Run, PA 16840 a/k/a PO Box 11, Seymour Street, Hawk Run, PA 16840;
3. By certified mail, return receipt requested, to 187 Whitman Street, Hawk Run, PA 16840 a/k/a PO Box 11, Seymour Street, Hawk Run, PA 16840; and
4. By posting the mortgaged premises known in this herein action as 187 Whitman Street, Hawk Run, PA 16840 a/k/a PO Box 11, Seymour Street, Hawk Run, PA 16840.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED 4cc  
09:55 AM  
SEP 08 2009  
s

William A. Shaw  
Prothonotary/Clerk of Courts  
Artema  
(60)

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
ADAM L. KAYES, ESQUIRE - ID #86408  
MARGUERITE L. THOMAS, ESQUIRE - ID #204460  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 [pleadings@udren.com](mailto:pleadings@udren.com)

FILED

OCT 05 2009

William A. Shaw  
Prothonotary/Clerk of Courts

The Bank of New York, as Trustee  
4828 Loop Central Drive  
Houston, TX 77081

Plaintiff

v.

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Notice of Sale to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: September 21, 2009

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

&

P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

&

187 Whitman Street  
Hawk Run, PA 16840 a/k/a  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840



I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: October 1, 2009

UDREN LAW OFFICES, P.C.

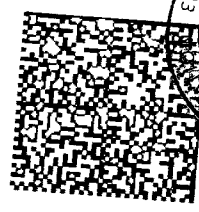
BY: \_\_\_\_\_

Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
ADAM L. KAYES, ESQUIRE  
MARGUERITE L. THOMAS, ESQUIRE

Name and Address of Sender		UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003 ATTN: Jessica Donahue		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified		<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail		Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance		Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt		Rst. Del. Fee Remarks	
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee		
1		David R. Smith 187 Whitman Street Hawk Run, PA 16840											
2		David R. Smith P.O. Box 11, Seymour Street Hawk Run, PA 16840											
3		David R. Smith 187 Whitman Street Hawk Run, PA 16840 a/k/a P.O. Box 11, Seymour Street Hawk Run, PA 16840											
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
Total number of Pieces Listed by Sender		3		Total Number of Pieces Received at Post Office		3		Postmaster, Per (Name of Receiving Employee)		J/R			

016H26519216  
\$01260  
09/21/2009  
US POSTAGE  
Mailed From 08003

Hasler



The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.

David R. Smith; #05040357 (Clearfield)

AW OFFICES, P.C.  
CORPORATE CENTER  
ODCREST ROAD  
Y HILL, NJ 08003

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**Smart Mail Barcode (Required)**

Postage	\$ 44	Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		\$

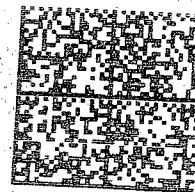
**Sent To** David R. Smith  
**Street, Apt. No.,** 187 Whitman Street  
**or PO Box No.** Hawk Run, PA 16840  
**City, State, ZIP+4**

PS Form 3800, August 2006 See Reverse for Instructions

9E22 2E92 4000 04TT 8002  
9E22 2E92 4000 04TT 8002



**CERTIFIED MAIL™**  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE



Hasler

016H26519216  
\$05.540  
09/21/2009  
Mailed From 08003  
US POSTAGE

NOTICE OF SHERIFF'S SALE OF RE

TO: David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.

- ☐ For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain a Return Receipt, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Enclose mailpiece, Return Receipt requested, to receive a waiver for duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.

- ☐ For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement *Restricted Delivery*.

- ☐ If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and attach label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

2. Article Number  
(Transfer from service label)

7008 1140 0004 2632 2736

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☒ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

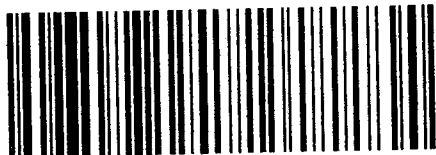
☐ Yes

AW OFFICES, P.C.  
CORPORATE CENTER  
ODCREST ROAD  
Y HILL, NJ 08003

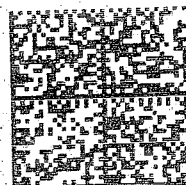
TO: David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840 a/k/a  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
SMITH F05040357 (01001616)	
Postage	\$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To David R. Smith	
187 Whitman Street	
Hawk Run, PA 16840 a/k/a	
P.O. Box 11, Seymour Street	
City, State, ZIP+4® Hawk Run, PA 16840	
PS Form 3800, August 2006 See Reverse for Instructions	

2009 08003 09/21/2009 \$05.540  
016H26519216



**CERTIFIED MAIL™**  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE



Hasler

016H26519216  
**\$05.540**  
09/21/2009  
Mailed From 08003  
US POSTAGE

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- A record of delivery kept by the Postal Service for two years

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- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".

- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840 a/k/a  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

2. Article Number  
(Transfer from service label)

7008 1140 0004 2632 2743

PS Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Domestic Return Receipt

102595-02-M-1540

AW OFFICES, P.C.  
CORPORATE CENTER  
HODCREST ROAD  
MY HILL, NJ 08003

NOTICE OF SHERIFF'S SALE OF RE

TO: David R. Smith  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Smart Mail Barcode (Click for details)

Postage	\$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

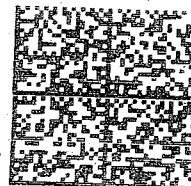
Postmark  
Here

Sent To: David R. Smith  
Street, Apt. No. P.O. Box 11, Seymour Street  
or PO Box No. Hawk Run, PA 16840  
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7008 1140 0004 2292 2778  
7008 1140 0004 2292 2778

**CERTIFIED MAIL<sup>TM</sup>**  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE



Hasler

016H26519216  
**\$05.540**  
09/21/2009  
Mailed From 08003  
**US POSTAGE**

# **Certified Mail Provides:**

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- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

## **Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT! Save this receipt and present it when making an inquiry.**  
PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

## **SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David R. Smith  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

2. Article Number

(Transfer from service label)

7008 1140 0004 2632 2729

## **COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



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

THE BANK OF NEW YORK, as TRUSTEE,  
Plaintiff  
vs.  
DAVID R. SMITH  
Defendant

\* NO. 05-657-CD  
\*  
\*  
\*  
\*

**ORDER**

NOW, this 4<sup>th</sup> day of September, 2009, the Plaintiff is granted leave to serve the  
Notice of Sale upon the Defendant **David R. Smith** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield  
County Legal Journal;
2. By first class mail to 187 Whitman Street, Hawk Run, PA 16840 a/k/a  
PO Box 11, Seymour Street, Hawk Run, PA 16840;
3. By certified mail, return receipt requested, to 187 Whitman Street,  
Hawk Run, PA 16840 a/k/a PO Box 11, Seymour Street, Hawk Run,  
PA 16840; and
4. By posting the mortgaged premises known in this herein action as  
187 Whitman Street, Hawk Run, PA 16840 a/k/a PO Box 11,  
Seymour Street, Hawk Run, PA 16840.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

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

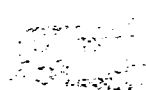
BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

SEP 08 2009

Attest.



*William L. Shaw*  
Prothonotary/  
Clerk of Courts

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
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MARGUERITE L. THOMAS, ESQUIRE - ID #204460  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

v.  
David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840  
Defendant(s)

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to  
the captioned matter.

Date: October 13, 2009

UDREN LAW OFFICES, P.C.

BY: Aileen Kaye  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
ADAM L. KAYES, ESQUIRE  
MARGUERITE L. THOMAS, ESQUIRE

FILED  
OCT 16 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

The Bank of New York, as Trustee, et. al., Plaintiff(s)  
vs.  
David R. Smith, et. al., Defendant(s)



Service of Process by  
**APS International, Ltd.**  
**1-800-328-7171**

APS International Plaza  
7800 Glenroy Rd.  
Minneapolis, MN 55439-3122

APS File #: 099203-0001

### AFFIDAVIT OF SERVICE -- Individual

ADREN LAW OFFICES  
Ms Jessica Donahue  
111 Woodcrest Rd, Ste 200  
Cherry Hill, NJ 08003-3620

Service of Process on:

--David R. Smith, by posting  
Court Case No. 05-657-CD

State of: PA ss.

County of: BLAIR

Name of Server: D.M. Ellis, undersigned, being duly sworn, deposes and says  
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 24<sup>th</sup> day of SEPTEMBER, 20 09, at 10:28 o'clock AM

Place of Service: at 187 Whitman Street aka PO Box 11 in Hawk Run, PA 16840

Documents Served: the undersigned served the documents described as:  
Notice of Sheriff's Sale of Real Property w/ Order

Service of Process on: ☒ A true and correct copy of the aforesaid document(s) was served on:  
David R. Smith, by posting

Person Served, and  
Method of Service:

☐ By personally delivering them into the hands of the person to be served.

☐ By delivering them into the hands of \_\_\_\_\_, a person  
of suitable age, who verified, or who upon questioning stated, that he/she resides with

☒ David R. Smith, by posting  
at the place of service, and whose relationship to the person is: \_\_\_\_\_

Description of Person  
Receiving Documents: The person receiving documents is described as follows:

Sex \_\_\_\_; Skin Color \_\_\_\_; Hair Color \_\_\_\_; Facial Hair \_\_\_\_  
Approx. Age \_\_\_\_; Approx. Height \_\_\_\_; Approx. Weight \_\_\_\_

☐ To the best of my knowledge and belief, said person was not engaged in the US Military at  
the time of service.

Signature of Server: Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

Subscribed and sworn to before me this

24<sup>th</sup> day of SEPT, 20 09

D.M. Ellis

Signature of Server

APS International, Ltd.

Marilyn A. Campbell 12-6-11  
Notary Public (Commission Expires)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Marilyn A. Campbell, Notary Public

City Of Altoona, Blair County

My Commission Expires Dec. 6, 2011

Member, Pennsylvania Association of Notaries

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
ADAM L. KAYES, ESQUIRE - ID #86408  
MARGUERITE L. THOMAS, ESQUIRE - ID #204460  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081

Plaintiff

v.

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

PRAECIPE TO FILE PROOF OF PUBLICATION

TO THE PROTHONOTARY:

Kindly file the attached Proof of Publication with regard to  
the captioned matter.

DATE: October 12, 2009

UDREN LAW OFFICES, P.C.

BY: Adam Kayes  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
ADAM L. KAYES, ESQUIRE  
MARGUERITE L. THOMAS, ESQUIRE

4 FILED NO  
OCT 16 2009 CC  
William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE  
IN THE COURT OF  
COMMON PLEAS OF  
CLEARFIELD COUNTY  
PENNSYLVANIA  
CIVIL ACTION LAW  
The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff  
v.  
David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840  
Defendant

NOTICE OF SALE  
OF REAL PROPERTY  
TO: David R. Smith,  
DEFENDANT  
187 Whitman Street  
Hawk Run, PA 16840  
Your house (real estate) at P.O.  
Box 11, Seymour Street (Morris  
Township), Hawk Run, PA 16840  
is scheduled to be sold at the  
Sheriff's Sale on November 13,  
2009 at 10:00 A.M. in the Clear-  
field County Courthouse, 1 North  
Second Street, Suite 116, Clear-  
field, PA 16830, to enforce the  
court judgment of 72,650.00, ob-  
tained by Plaintiff above (the mort-  
gagee) against you. If the sale is  
postponed, the property will be re-  
listed for the Next Available Sale.

PROPERTY DESCRIPTION:  
All that certain piece or parcel of  
ground with all buildings situate  
thereon in the village of Hawk Run,  
Morris Twp., Clearfield County,  
Pennsylvania, bounded and de-  
scribed as follows to wit:

Beginning at a point on the land of  
Eugene Primat and his wife, Eliza  
Primat, thence running in a westerly  
direction along the land of the said  
Eugene Primat a distance of one  
hundred and four (104) feet to the  
land of Lizzie Primat, thence in a  
northerly direction along the line of  
Lizzie Primat a distance of ninety-  
two (92) feet, thence in an easterly  
direction a distance of one hundred  
and four (104) feet to a corner of  
land of Lizzie Primat and John Bu-  
cer, thence along said land in a  
southerly direction a distance of  
ninety-two (92) feet and the place  
of beginning. It being part of a lot of  
land and known originally as lot NO.  
13 in the plot or plan of lots in what  
was known as the village of Ash-  
croft (now Hawk Run).

Together with the use of a four (4)  
foot alley situate between the line of  
lands now or formerly of John  
Bhouy and the line of lands now or  
formerly of Eugene and Eliza Pri-  
mat.

Excepting and reserving all ex-  
ceptions and reservations as are  
contained in prior deeds of record.

BEING KNOWN AS:  
P.O. BOX 11,  
SEYMOUR STREET  
(MORRIS TOWNSHIP)  
HAWK RUN, PA 16840  
PROPERTY ID NO.:

124-Q11-563-00005  
TITLE TO SAID PREMISES IS  
VESTED IN DAVID R. SMITH, A  
SINGLE INDIVIDUAL BY DEED  
FROM SHAWN W. MAINES AND  
STACEY MAINES, HIS WIFE DA-  
TED 2/26/99 RECORDED  
2/26/99 IN INSTRUMENT NO.  
199902944.

Mark J. Udren, Stuart Winneg,  
Louis A. Simoni, Lorraine Doyle,  
Alan M. Minato,  
Chandra M. Arkema,  
Adam L. Kayes &  
Marguerite L. Thomas,  
Attorneys for Plaintiff  
Udren Law Offices, P.C.  
111 Woodcrest Rd., Ste. 200  
Cherry Hill, NJ 08003  
856.482 6900

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 2nd day of October, A.D. 20 09,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of October 2, 2009.  
And that the affiant is not interested in the subject matter of the notice or  
advertising, and that all of the allegations of this statement as to the time,  
place, and character of publication are true.

*Margaret E. Krebs*  
Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Robison*  
Notary Public Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2011  
Member, Pennsylvania Association of Notaries

NOTICE OF ACTION IN  
MORTGAGE FORECLOSURE  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION – LAW  
NO. 05-657-CD

The Bank of New York, as Trustee  
4828 Loop Central Drive  
Houston, TX 77081, Plaintiff

v.

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840, Defendant  
NOTICE OF SALE OF REAL PROPERTY  
To: David R. Smith, DEFENDANT  
187 Whitman Street  
Hawk Run, PA 16840

Your house (real estate) at P.O. Box 11, Seymour Street (Morris Township), Hawk Run, PA 16840 is scheduled to be sold as the Sheriff's Sale on November 13, 2009 at 10:00A.M. in the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830, to enforce the court judgment of \$72,650.00, obtained by Plaintiff above (the mortgagee) against you. If the sale is postponed, the property will be relisted for the next Available Sale.

PROPERTY DESCRIPTION:

ALL THAT CERTAIN PIECE OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE VILLAGE OF HAWK RUN, MORRIS TWP. CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF THE LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOW ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFT (NOW HAWK RUN) TOGETHER WITH THE USE OF A FOUR (4) FOOT ALLEY SITUATE BETWEEN THE LINE OF LANDS NOW OR FORMERLY OF JOHN BEOUY AND THE LINE OF LANDS NOW OR FORMERLY OF EUGENE AND ELIZA PRIMAT.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS ARE CONTAINED IN PRIOR DEEDS OF RECORD. BEING KNOWN AS: P.O. BOX 11, SEYMOUR STREET

(MORRIS TOWNSHIP)

HAWK RUN, PA 16840

PROPERTY ID NO.: 124-Q11-563-00005

TITLE TO SAID PREMISES IS VESTED IN DAVID R. SMITH, A SINGLE INDIVIDUAL BY DEED FROM SHAWN W. MAINES AND STACEY MAINES, HIS WIFE DATES 2/26/99 RECORDED 2/26/99 IN INSTRUMENT NO. 199902944.

Mark J. Urden, Stuart Winneg, Louis A. Simon, Lorraine Doyle, Alan M. Minato, Chandra M. Arkema, Adam L. Kayes & Marguerite L. Thomas, Attorneys for Plaintiff  
Urden Law Offices, P.C.  
111 Woodcrest Rd., Ste. 200  
Cherry Hill, NJ 08003  
856.482.6900


## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

On this 2nd day of October AD 2009, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of October 2, 2009, Vol. 21, No. 40. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

  
\_\_\_\_\_  
Gary A. Knaresboro, Esquire  
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Amy Mae Gardner, Notary Public  
City of DuBois, Clearfield County  
My Commission Expires May 28, 2013  
Member, Pennsylvania Association of Notaries

Mark A. Mansfield  
William J. Mansfield, Inc.  
The Woods  
998 Old Eagle School Road  
Suite 1209  
Wayne, PA 19087

UDREN LAW OFFICES, P.C.  
MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
ADAM L. KAYES, ESQUIRE - ID #86408  
MARGUERITE L. THOMAS, ESQUIRE - ID #204460  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

FILED  
OCT 21 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

The Bank of New York, as Trustee  
4828 Loop Central Drive  
Houston, TX 77081

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

Defendant(s)

NO. 05-657-CD

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

Plaintiff, by its/his/her Attorney hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecipe for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.

2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".

3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".

4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

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

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

Dated: October 14, 2009

UDREN LAW OFFICES, P.C.

BY: \_\_\_\_\_  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
ADAM L. KAYES, ESQUIRE  
MARGUERITE L. THOMAS, ESQUIRE



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
ADAM L. KAYES, ESQUIRE - ID #86408  
MARGUERITE L. THOMAS, ESQUIRE - ID #204460  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

The Bank of New York, as Trustee, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: P.O. Box 11, Seymour Street, Hawk Run, PA 16840

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

Name Address

David R. Smith 187 Whitman Street  
Hawk Run, PA 16840

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

Name Address

SAME AS #1 ABOVE

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

Name Address

None

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

Name Address

The Bank of New York, 4828 Loop Central Drive  
as Trustee Houston, TX 77081

700 S. Flower, 2<sup>nd</sup> Fl.  
Los Angeles, CA 90071

c/o Francis S. Hallinan, Esq.  
One Penn Center at Suburban Station  
1617 JFK Blvd., Ste. 1400  
Philadelphia, PA 19103

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

Name	Address
The Municipal Authority of the Township of Morris	1189 Oak Grove Road Morrisdale, PA 16858

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

Name	Address
Real Estate Tax Dept.	1 North Second St., Suite 116 Clearfield, PA 16830

Domestic Relations Section	1 North Second St., Suite 116 Clearfield, PA 16830
----------------------------	---

Commonwealth of PA, Department of Revenue	Bureau of Compliance, PO Box 281230 Harrisburg, PA 17128-1230
--	--

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

Name	Address
Tenants/Occupants	P.O. Box 11, Seymour Street (Morris Township) Hawk Run, PA 16840

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

DATED: October 14, 2009

UDREN LAW OFFICES, P.C.

BY: \_\_\_\_\_

Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
ADAM L. KAYES, ESQUIRE  
MARGUERITE L. THOMAS, ESQUIRE

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

The Bank of New York, as Trustee  
Plaintiff

v.  
David R. Smith  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

**NOTICE OF SHERIFF'S SALE  
OF REAL PROPERTY**

**OWNER(S): David R. Smith**

**PROPERTY: P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840**

**Improvements: RESIDENTIAL DWELLING**

The above captioned property is scheduled to be sold at the **Clearfield** County Sheriff's Sale on **October 2, 2009**, at 10:00 A.M., at the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

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

EXHIBIT A

Name and Address of Sender

UDREN LAW OFFICES, P.C.  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003

ATTN: Jessica Donahue

☐ Registered  
☐ Insured  
☐ COD  
☐ Certified

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

Check appropriate block for Registered Mail:  
☐ With Postal Insurance  
☐ Without postal insurance

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

Postmark and Date of Receipt

Line Article Number

Name of Addressee, Street, and Post Office Address

Postage

Fee

Handling Charge

Act. Value (If Regis.)

Insured Value

Due Sender If COD

R.R. Fee

S.D. Fee

S.H. Fee

Rst. Del. Fee

Remarks

COMMONWEALTH OF PA. DEPT. OF REVENUE, BUREAU OF COMPLIANCE  
PO Box 281230, Department of Revenue  
Harrisburg, PA 17128-1230

TENANTS/OCCUPANTS

P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840

The Bank of New York  
4828 Loop Central Drive  
Houston, TX 77081

The Municipal Auth. of the Twp. of Morris  
1189 Oak Grove Road  
Morrisdale, PA 16858

Real Estate Tax Dept.  
1 North Second St., Suite 116  
Clearfield, PA 16830

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

016H26519216  
\$04.710  
08/05/2009  
Mailed From 08003  
US POSTAGE

Hasler

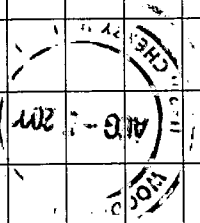
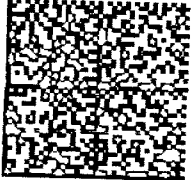


EXHIBIT A

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1		COMMONWEALTH OF PA. DEPT. OF REVENUE, BUREAU OF COMPLIANCE PO Box 281230, Department of Revenue Harrisburg, PA 17128-1230											
2		TENANTS/OCCUPANTS P.O. Box 11, Seymour Street (Morris Township) Hawk Run, PA 16840											
3		The Bank of New York 4828 Loop Central Drive Houston, TX 77081											
4		The Municipal Auth. of the Twp. of Morris 1189 Oak Grove Road Morrisdale, PA 16858											
5		Real Estate Tax Dept. 1 North Second St., Suite 116 Clearfield, PA 16830											
6		Domestic Relations Section 1 North Second St., Suite 116 Clearfield, PA 16830											
7													
8													
9													
10													
11													
12													
13													
14													
15													
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.								
6													

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

David R. Smith; #05040357 (Clearfield)

Name and Address of Sender		UDREN LAW OFFICES, P.C. 111 WOODCREST ROAD, SUITE 200 CHERRY HILL, NJ 08003 ATTN: Jessica Donahue		<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Certified	<input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Int'l Recorded Del. <input type="checkbox"/> Express Mail	Check appropriate block for Registered Mail: <input type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without postal Insurance	Affix stamp here if issued as certificate of mailing or for additional copies of this bill. Postmark and Date of Receipt					
Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender if COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee Remarks
1		Bank of New York 700 S. Flower, 2nd Fl. Los Angeles, CA 90071										
2		Bank of New York c/o Francis S. Hallinan, Esq. One Penn Center at Suburban Station 1617 JFK Blvd., Suite 1400 Philadelphia, PA 19103										
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiving Employee)									
2		2	ALP-21-2009-3 WOODCREST STATION CHERRY HILL, NJ									

016H26519216  
\$02.300  
08/21/2009  
Mailed From 08003  
US POSTAGE

Hasler

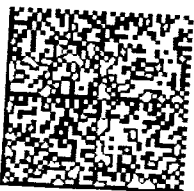


EXHIBIT A

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents insured by Express Mail (document reconstruction insurance) is \$50,000 per piece. The maximum indemnity payable for registered mail is \$500,000 per piece. The maximum indemnity payable for registered mail sent with optional postal insurance (See Domestic Mail Manual, Section 500.1.1) is \$500,000 per piece. The maximum indemnity payable for registered mail sent with optional postal insurance (See Domestic Mail Manual, Section 500.1.1) is \$500,000 per piece. The maximum indemnity payable for registered mail sent with optional postal insurance (See Domestic Mail Manual, Section 500.1.1) is \$500,000 per piece. The maximum indemnity payable for registered mail sent with optional postal insurance (See Domestic Mail Manual, Section 500.1.1) is \$500,000 per piece.

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

David R. Smith; #05040357 (Clearfield)

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
ADAM L. KAYES, ESQUIRE - ID #86408  
MARGUERITE L. THOMAS, ESQUIRE - ID #204460  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

The Bank of New York, as Trustee  
4828 Loop Central Drive  
Houston, TX 77081

Plaintiff

v.

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Notice of Sale to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: September 21, 2009

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

&

P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

&

187 Whitman Street  
Hawk Run, PA 16840 a/k/a  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

EXHIBIT B

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: October 1, 2009

UDREN LAW OFFICES, P.C.

BY: \_\_\_\_\_

Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
ADAM L. KAYES, ESQUIRE  
MARGUERITE L. THOMAS, ESQUIRE

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

THE BANK OF NEW YORK, as TRUSTEE,  
Plaintiff  
vs.  
DAVID R. SMITH  
Defendant

\* NO. 05-657-CD  
\*  
\*  
\*  
\*

ORDER

NOW, this 4<sup>th</sup> day of September, 2009, the Plaintiff is granted leave to serve the  
Notice of Sale upon the Defendant **David R. Smith** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield  
County Legal Journal;
2. By first class mail to 187 Whitman Street, Hawk Run, PA 16840 a/k/a  
PO Box 11, Seymour Street, Hawk Run, PA 16840;
3. By certified mail, return receipt requested, to 187 Whitman Street,  
Hawk Run, PA 16840 a/k/a PO Box 11, Seymour Street, Hawk Run,  
PA 16840; and
4. By posting the mortgaged premises known in this herein action as  
187 Whitman Street, Hawk Run, PA 16840 a/k/a PO Box 11,  
Seymour Street, Hawk Run, PA 16840.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

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

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

SEP 08 2009

Attest.

*William C. Shaw*  
Prothonotary/  
Clerk of Courts

EXHIBIT B



**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

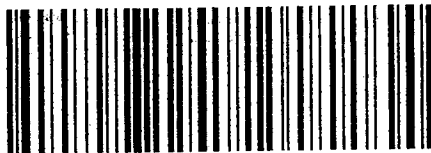
**SMITH DAVID R. (CLEAR)**

Postage	\$ 44	Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

**Sent To**  
 David R. Smith  
 187 Whitman Street  
 Hawk Run, PA 16840

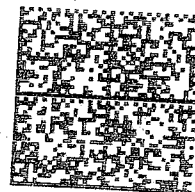
PS Form 3800, August 2006 See Reverse for Instructions

9622 2E92 4000 0411 8002  
 9622 2E92 4000 0411 8002



**CERTIFIED MAIL<sup>TM</sup>**  
 PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
 OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

W OFFICES, P.C.  
 CORPORATE CENTER  
 DCREST ROAD  
 HILL, NJ 08003



Hasler

016H26519216  
**\$05.540**  
 09/21/2009  
 Mailed From 08003  
**US POSTAGE**

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

TO: David R. Smith  
 187 Whitman Street  
 Hawk Run, PA 16840

**EXHIBIT B**

# **Certified Mail Provides:**

- A mailing receipt
  - A unique identifier for your mailpiece
  - A record of delivery kept by the Postal Service for two years
- Important Mailpiece Information:**
- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
  - Certified Mail is not available for any class of international mail.
  - NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
  - For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Enclose mailpiece, Return Receipt, Requester's signature, a waiver, or a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
  - For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
  - If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.
- IMPORTANT: Save this receipt and present it when making an inquiry.**
- PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

## **SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

2. Article Number  
(Transfer from service label)

7008 1140 0004 2632 2736

## **COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

W OFFICES, P.C.  
CORPORATE CENTER  
DCREST ROAD  
HILL, NJ 08003

**U.S. Postal Service™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**SMITH F050410357 (Verified)**

Postage	\$ .44	Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

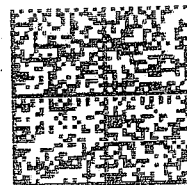
Sent To: David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840 a/k/a  
or PO Box 11, Seymour Street  
City, State, ZIP+4: Hawk Run, PA 16840

PS Form 3800, August 2006 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**CERTIFIED MAIL™**

016H26519216  
016H26519216



Hasler

016H26519216  
**\$05.540**  
09/21/2009  
Mailed From 08003  
US POSTAGE

TO: David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840 a/k/a  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

EXHIBIT B

# **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

## **Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".

If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

### **SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840 a/k/a  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

### **COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent

☐ Addressee

B. Received by ( Printed Name )

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7008 1140 0004 2632 2743

AW OFFICES, P.C.  
CORPORATE CENTER  
330 CREST ROAD  
HILL, NJ 08003

NOTICE OF SHERIFF'S SALE OF RE

TO: David R. Smith  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

EXHIBIT B

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

SMPSF 050403571 (Certified)

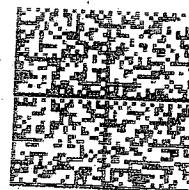

Postage	\$ .44	Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: David R. Smith  
Street, Apt. No. P.O. Box 11, Seymour Street  
or PO Box No. Hawk Run, PA 16840  
City, State, Zip+4

PS Form 3800, August 2006 See Reverse for Instructions

7008 1140 4000 2E92 2222  
7008 1140 4000 2E92 2222

**CERTIFIED MAIL<sup>TM</sup>**  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE



Hasler

016H26519216  
**\$05.540**  
09/21/2009  
Mailed From 08003  
US POSTAGE

# **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

## **Important Reminders:**

- Certified Mail **may ONLY** be combined with First-Class Mail® or Priority Mail®.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured registered mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt, please complete and attach a Return Receipt (PS Form 3811) to the article and end applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your certified mail receipt is required.

- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
PS Form 3800, August 2006 (Revised) PSN 7530-02-000-9047

### **SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David R. Smith  
P.O. Box 11, Seymour Street  
Hawk Run, PA 16840

2. Article Number  
(Transfer from service label)

7008 1140 0004 2632 2729

### **COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

**UDREN LAW OFFICES, P.C.**  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003

**ATTN: Jessica Donahue**

☐ Registered

☐ Insured

☐ COD

☐ Certified

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

Check appropriate block for  
Registered Mail:

☐ With Postal Insurance

☐ Without postal Insurance

**Affix stamp here if issued as certificate of mailing or for additional copies of this bill.**

Postmark and Date of Receipt

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee
1		David R. Smith 187 Whitman Street Hawk Run, PA 16840										
2		David R. Smith P.O. Box 11, Seymour Street Hawk Run, PA 16840										
3		David R. Smith 187 Whitman Street Hawk Run, PA 16840 a/k/a P.O. Box 11, Seymour Street Hawk Run, PA 16840										
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)								
3		3		91K								

016H26519216

**\$01.260**

09/21/2009

Mailed From 08003

**US POSTAGE**

Hasler

WILDCREST STATION  
SEP 21 2009  
USPS  
CHERRY HILL, NJ

**EXHIBIT B**

PS Form 3877, February 1994

**Form Must be Completed by Typewriter, Ink or Ball Point Pen**

David R. Smith; #05040357 (Clearfield)

EXHIBIT B

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
ADAM L. KAYES, ESQUIRE - ID #86408  
MARGUERITE L. THOMAS, ESQUIRE - ID #204460  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

v.  
David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840  
Defendant(s)

PRAECIPE TO FILE PROOF OF PUBLICATION

TO THE PROTHONOTARY:

Kindly file the attached Proof of Publication with regard to  
the captioned matter.

DATE: October 12, 2009

UDREN LAW OFFICES, P.C.

BY: Adam Kayes  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
ADAM L. KAYES, ESQUIRE  
MARGUERITE L. THOMAS, ESQUIRE

EXHIBIT B




NOTICE OF ACTION IN  
MORTGAGE FORECLOSURE  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION - LAW  
NO. 05-657-CD

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

On this 2nd day of October AD 2009, before me, the subscri  
in and for said County and State, personally appeared Gary A. Kna  
Clearfield County Legal Journal of the Courts of Clearfield County,  
is a true copy of the notice or advertisement published in said public  
issues of Week of October 2, 2009, Vol. 21, No. 40. And that all of  
this statement as to the time, place, and character of the publication

  
Gary A. Knaresboro  
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Amy Mae Gardner, Notary Public  
City of DuBois, Clearfield County  
My Commission Expires May 28, 2013

Member, Pennsylvania Association of Notaries

Mark A. Mansfield  
William J. Mansfield, Inc.  
The Woods  
998 Old Eagle School Road  
Suite 1209  
Wayne, PA 19087

The Bank of New York, as Trustee  
4828 Loop Central Drive  
Houston, TX 77081, Plaintiff  
v.

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840, Defendant  
NOTICE OF SALE OF REAL PROPERTY  
To: David R. Smith, DEFENDANT  
187 Whitman Street  
Hawk Run, PA 16840

Your house (real estate) at P.O. Box 11, Sey-  
mour Street (Morris Township), Hawk Run, PA  
16840 is scheduled to be sold as the Sheriff's  
Sale on November 13, 2009 at 10:00A.M. in the  
Clearfield County Courthouse, 1 North Second  
Street, Suite 116, Clearfield, PA 16830, to en-  
force the court judgment of \$72,650.00, obtained  
by Plaintiff above (the mortgagee) against you. If  
the sale is postponed, the property will be relisted  
for the next Available Sale.

PROPERTY DESCRIPTION:

ALL THAT CERTAIN PIECE OF GROUND WITH  
ALL BUILDINGS SITUATE THEREON IN THE  
VILLAGE OF HAWK RUN, MORRIS TWP.  
CLEARFIELD COUNTY, PENNSYLVANIA,  
BOUNDED AND DESCRIBED AS FOLLOWS TO  
WIT:

BEGINNING AT A POINT ON THE LAND OF  
EUGENE PRIMAT AND HIS WIFE, ELIZA PRI-  
MAT THENCE RUNNING IN A WESTERLY DI-  
RECTION ALONG THE LAND OF THE SAID  
EUGENE PRIMAT A DISTANCE OF ONE HUN-  
DRED AND FOUR (104) FEET TO THE LAND  
OF LIZZIE PRIMAT; THENCE IN A NORTH-  
ERLY DIRECTION ALONG THE LINE OF LIZZIE  
PRIMAT A DISTANCE OF NINETY-TWO (92)  
FEET; THENCE IN AN EASTERLY DIRECTION  
A DISTANCE OF ONE HUNDRED AND FOUR  
(104) FEET TO A CORNER OF THE LAND OF  
LIZZIE PRIMAT AND JOHN BUCER; THENCE  
ALONG SAID LAND IN A SOUTHERLY DIREC-  
TION A DISTANCE OF NINETY-TWO (92) FEET  
AND THE PLACE OF BEGINNING. IT BEING  
PART OF A LOT OF LAND AND KNOW ORIGI-  
NALLY AS LOT NO. 13 IN THE PLOT OR PLAN  
OF LOTS IN WHAT WAS KNOWN AS THE VIL-  
LAGE OF ASHCROFT (NOW HAWK RUN).  
TOGETHER WITH THE USE OF A FOUR (4)  
FOOT ALLEY SITUATE BETWEEN THE LINE  
OF LANDS NOW OR FORMERLY OF JOHN  
BEOUY AND THE LINE OF LANDS NOW OF  
FORMERLY OF EUGENE AND ELIZA PRI-  
MAT.

EXCEPTING AND RESERVING ALL EXCEP-  
TIONS AND RESERVATIONS AS ARE CON-  
TAINED IN PRIOR DEEDS OF RECORD.  
BEING KNOWN AS: P.O. BOX 11, SEY-  
MOUR STREET  
(MORRIS TOWNSHIP)  
HAWK RUN, PA 16840

EXHIBIT B

INMORTGAGEFORECLOSURE  
IN THE COURT OF  
COMMON PLEAS OF  
CLEARFIELD COUNTY  
PENNSYLVANIA  
CIVIL ACTION LAW  
The Bank of New York, as  
Trustee

4828 Loop Central Drive  
Houston, TX 77081  
Plaintiff

v.  
David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840  
Defendant

NOTICE OF SALE  
OF REAL PROPERTY

TO: David R. Smith,  
DEFENDANT  
187 Whitman Street  
Hawk Run, PA 16840  
Your house (real estate) at P.O.  
Box 11, Seymour Street (Morris  
Township), Hawk Run, PA 16840  
is scheduled to be sold at the  
Sheriff's Sale on November 13,  
2009 at 10:00 A.M. in the Clear-  
field County Courthouse, 1 North  
Second Street, Suite 116, Clear-  
field, PA 16830, to enforce the  
court judgment of 72,650.00, ob-  
tained by Plaintiff above (the mort-  
gagee) against you. If the sale is  
postponed, the property will be re-  
listed for the Next Available Sale.

PROPERTY DESCRIPTION:

All that certain piece or parcel of  
ground with all buildings situate,  
thereon in the village of Hawk Run,  
Morris Twp., Clearfield County,  
Pennsylvania, bounded and de-  
scribed as follows to wit:

Beginning at a point on the land of  
Eugene Primat and his wife, Eliza  
Primat, thence running in a westerly  
direction along the land of the said  
Eugene Primat a distance of one  
hundred and four (104) feet to the  
land of Lizzie Primat, thence in a  
northerly direction along the line of  
Lizzie Primat a distance of ninety-  
two (92) feet, thence in an easterly  
direction a distance of one hundred  
and four (104) feet to a corner of  
land of Lizzie Primat and John Bu-  
cer, thence along said land in a  
southerly direction a distance of  
ninety-two (92) feet and the place  
of beginning. It being part of a lot of  
land and known originally as lot NO.  
13 in the plot or plan of lots in what  
was known as the village of Ash-  
croft (now Hawk Run).

Together with the use of a four (4)  
foot alley situate between the line of  
lands now or formerly of John  
Bhouy and the line of lands now or  
formerly of Eugene and Eliza Pri-  
mat.

Excepting and reserving all ex-  
ceptions and reservations as are  
contained in prior deeds of record.

BEING KNOWN AS:

P.O. BOX 11,  
SEYMOUR STREET  
(MORRIS TOWNSHIP)  
HAWK RUN, PA 16840

PROPERTY ID NO.:  
124-Q11-563-00005

TITLE TO SAID PREMISES IS  
VESTED IN DAVID R. SMITH, A  
SINGLE INDIVIDUAL BY DEED  
FROM SHAWN W. MAINES AND  
STACEY MAINES, HIS WIFE DA-  
TED 2/26/99 RECORDED  
2/26/99 IN INSTRUMENT NO.  
199902944.

Mark J. Udren, Stuart Winneg,  
Louis A. Simoni, Lorraine Doyle,  
Alan M. Minato,  
Chandra M. Arkema,  
Adam L. Kayes &  
Marguerite L. Thomas,  
Attorneys for Plaintiff  
Udren Law Offices, P.C.

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 2nd day of October, A.D. 20 09,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of October 2, 2009  
And that the affiant is not interested in the subject matter of the notice or  
advertising, and that all of the allegations of this statement as to the time,  
place, and character of publication are true.

*Margaret E. Krebs*

Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Robison*  
Notary Public Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2011

Member, Pennsylvania Association of Notaries

EXHIBIT B

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
LOUIS A. SIMONI, ESQUIRE - ID #200869  
ADAM L. KAYES, ESQUIRE - ID #86408  
MARGUERITE L. THOMAS, ESQUIRE - ID #204460  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

The Bank of New York, as  
Trustee  
4828 Loop Central Drive  
Houston, TX 77081

Plaintiff

v.

David R. Smith  
187 Whitman Street  
Hawk Run, PA 16840

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 05-657-CD

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to  
the captioned matter.

Date: October 13, 2009

UDREN LAW OFFICES, P.C.

BY: Aileen Kaye  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
LOUIS A. SIMONI, ESQUIRE  
ADAM L. KAYES, ESQUIRE  
MARGUERITE L. THOMAS, ESQUIRE

EXHIBIT B

The Bank of New York, as Trustee, et. al., Plaintiff(s)  
vs.  
David R. Smith, et. al., Defendant(s)



Service of Process by  
**APS International, Ltd.**  
1-800-328-7171

APS International Plaza  
7800 Glenroy Rd.  
Minneapolis, MN 55439-3122

APS File #: 099203-0001

### AFFIDAVIT OF SERVICE -- Individual

ADDRESSES  
Ms Jessica Donahue  
111 Woodcrest Rd, Ste 200  
Cherry Hill, NJ 08003-3620

Service of Process on:

--David R. Smith, by posting  
Court Case No. 05-657-CD

State of: PA ss.

County of: BLAIR

Name of Server: D.M. Ellis, undersigned, being duly sworn, deposes and says  
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 24<sup>th</sup> day of SEPTEMBER, 20 09, at 10:28 o'clock AM

Place of Service: at 187 Whitman Street aka PO Box 11 in Hawk Run, PA 16840

Documents Served: the undersigned served the documents described as:  
Notice of Sheriff's Sale of Real Property w/ Order

Service of Process on: ☒ A true and correct copy of the aforesaid document(s) was served on:  
David R. Smith, by posting

Person Served, and  
Method of Service: ☐ By personally delivering them into the hands of the person to be served.  
☐ By delivering them into the hands of \_\_\_\_\_, a person  
of suitable age, who verified, or who upon questioning stated, that he/she resides with  
☒ David R. Smith, by posting  
at the place of service, and whose relationship to the person is: \_\_\_\_\_

Description of Person  
Receiving Documents: The person receiving documents is described as follows:  
Sex \_\_\_\_; Skin Color \_\_\_\_; Hair Color \_\_\_\_; Facial Hair \_\_\_\_  
Approx. Age \_\_\_\_; Approx. Height \_\_\_\_; Approx. Weight \_\_\_\_  
☐ To the best of my knowledge and belief, said person was not engaged in the US Military at  
the time of service.

Signature of Server: Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

D.M. Ellis  
Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this

24<sup>th</sup> day of SEPT, 20 09  
Marilyn A. Campbell 12-6-11  
Notary Public (Commission Expires)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Marilyn A. Campbell, Notary Public  
City Of Altoona, Blair County  
My Commission Expires Dec. 6, 2011  
Member, Pennsylvania Association of Notaries

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21005  
NO: 05-657-CD

PLAINTIFF: THE BANK OF NEW YORK, AS TRUSTEE  
vs.  
DEFENDANT: DAVID R. SMITH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 7/14/2009

LEVY TAKEN 8/5/2009 @ 9:51 AM

POSTED 8/12/2009 @ 11:30 AM

SALE HELD 12/4/2009

SOLD TO THE BANK OF NEW YORK, MELLON F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS CWABS, INC. ASSET-BACKED CERTIFICATES, SERIES 2002-BC1

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 1/8/2010

DATE DEED FILED 1/8/2010

PROPERTY ADDRESS 187 WHITMAN STREET A/K/A P. O. BOX 11, SEYMOUR STREET HAWK RUN , PA 16840

SERVICES

@ SERVED DAVID R. SMITH

DEPUTIES WERE NOT ABLE TO SERVE DAVID R. SMITH, DEFENDANT AT 187 WHITMAN STREET A/K/A P. O. BOX 11, SEYMOUR STRET,  
HAWK RUN, CLEARFIELD COUNTY, PENNSYLVANIA HE DOES NOT LIVE AT THAT ADDRESS.

8/12/2009 @ SERVED DAVID R. SMITH

SERVED DAVID R. SMITH, DEFENDANT, BY REG & CERT MAIL TO 507 WALKER STREET, OSCEOLA MILLS, PENNSYLVANIA 16666. CERT  
#70083230000335908027. SIGNED FOR BY JILL MICHELLL, AGENT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

@ SERVED

NOW, SEPTEMBER 22, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE  
SCHEDULED FOR OCTOBER 2, 2009 TO NOVEMBER 13, 2009.

@ SERVED

NOW, NOVEMBER 6, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED  
FOR NOVEMBER 13, 2009 TO DECEMBER 4, 2009.

FILED  
01:56 PM  
JAN 08 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21005  
NO: 05-657-CD

PLAINTIFF: THE BANK OF NEW YORK, AS TRUSTEE  
vs.  
DEFENDANT: DAVID R. SMITH

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$273.96

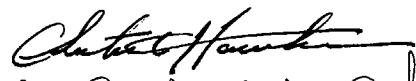
SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2010

\_\_\_\_\_

So Answers,

  
by Cynthia Bitter-Alphelaud  
Chester A. Hawkins  
Sheriff

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

The Bank of New York, as  
Trustee

Plaintiff

v.

David R. Smith

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 05-657-CD

WRIT OF EXECUTION

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:

P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840  
SEE LEGAL DESCRIPTION ATTACHED

Amount due

\$72,650.00

200.00

Prothonotary costs

Interest From 1/20/09

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$14.49

to actual date of sale including if sale is  
held at a later date

(Costs to be added)

\$ \_\_\_\_\_

By \_\_\_\_\_

*Willie L. Hays*  
Prothonotary

Clerk

Date July 14, 2009

COURT OF COMMON PLEAS  
NO. 05-657-CD

=====

The Bank of New York, as Trustee  
vs.  
David R. Smith

=====

WRIT OF EXECUTION

=====

REAL DEBT \$ 72,650.00

INTEREST \$ \_\_\_\_\_

from 1/20/09

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$14.49

to actual date of sale including if sale is  
held at a later date

COSTS PAID:

PROTHY \$ 206.00

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

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

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

PREMISES TO BE SOLD:

P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840

UDREN LAW OFFICES, P.C.  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
(856) 669-5400  
pleadings@udren.com

Received this writ this 14<sup>th</sup> day  
of July A.D. 2009  
At 2:30 A.M./P.M.

Charles A. Hawkins  
Sheriff By Carla B. Aufderberg



ALL THAT CERTAIN PIECE OR PARCEL OF GROUND WITH ALL BUILDINGS SITUATE THEREON IN THE VILLAGE OF HAWK RUN, MORRIS TWP. CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ON THE LAND OF EUGENE PRIMAT AND HIS WIFE, ELIZA PRIMAT, THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE LAND OF THE SAID EUGENE PRIMAT A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO THE LAND OF LIZZIE PRIMAT; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF LIZZIE PRIMAT A DISTANCE OF NINETY-TWO (92) FEET; THENCE IN AN EASTERLY DIRECTION A DISTANCE OF ONE HUNDRED AND FOUR (104) FEET TO A CORNER OF LAND OF LIZZIE PRIMAT AND JOHN BUCER; THENCE ALONG SAID LAND IN A SOUTHERLY DIRECTION A DISTANCE OF NINETY-TWO (92) FEET AND THE PLACE OF BEGINNING. IT BEING PART OF A LOT OF LAND AND KNOWN ORIGINALLY AS LOT NO. 13 IN THE PLOT OR PLAN OF LOTS IN WHAT WAS KNOWN AS THE VILLAGE OF ASHCROFT (NOW HAWK RUN).

TOGETHER WITH THE USE OF A FOUR (4) FOOT ALLEY SITUATE BETWEEN THE LINE OF LANDS NOW OR FORMERLY OF JOHN BHOVY AND THE LINE OF LANDS NOW OR FORMERLY OF EUGENE AND ELIZA PRIMAT.

EXCEPTING AND RESERVING ALL EXCEPTIONS AND RESERVATIONS AS ARE CONTAINED IN PRIOR DEEDS OF RECORD.

BEING KNOWN AS: P.O. BOX 11, SEYMOUR STREET  
(MORRIS TOWNSHIP)  
HAWK RUN, PA 16840

PROPERTY ID NO.: 124-Q11-563-00005

TITLE TO SAID PREMISES IS VESTED IN DAVID R. SMITH, A SINGLE INDIVIDUAL BY DEED FROM SHAWN W. MAINES AND STACEY MAINES, HIS WIFE DATED 2/26/99 RECORDED 2/26/99 IN INSTRUMENT NO. 199902944.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DAVID R. SMITH

NO. 05-657-CD

NOW, January 08, 2010, 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 December 04, 2009, I exposed the within described real estate of David R. Smith to public venue or outcry at which time and place I sold the same to THE BANK OF NEW YORK, MELLON F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWABS, INC. ASSET-BACKED CERTIFICATES, SERIES 2002-BC1 he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	19.80
LEVY	15.00
MILEAGE	19.80
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	13.36
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	40.00
MISCELLANEOUS	10.00

**TOTAL SHERIFF COSTS \$283.96**

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	52.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$52.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	72,650.00
INTEREST @ 14.4900 %	4,607.82
FROM 01/20/2009 TO 12/04/2009	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	

ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST \$77,277.82**

**COSTS:**

ADVERTISING	442.75
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	52.50
SHERIFF COSTS	283.96
LEGAL JOURNAL COSTS	297.00
PROTHONOTARY	206.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	2,160.30

**TOTAL COSTS \$3,587.51**

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

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DAVID R. SMITH  
507 WALKER STREET  
OSCEOLA MILLS, PA 16666

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent  
☐ Addressee

B. Received by (Printed Name)

Jill Mitchell

C. Date of Delivery

8/12/09

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number  
 (Transfer from service label)

7008 3230 0003 3590 8027

PS Form 3811, February 2004

Domestic Return Receipt

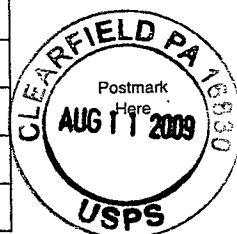
102595-02-M-154

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage \$  
 Certified Fee  
 Return Receipt Fee  
 (Endorsement Required)  
 Restricted Delivery Fee  
 (Endorsement Required)  
 Total Postage & Fees \$ 5.71



Sent To

Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+4

DAVID R. SMITH  
 507 WALKER STREET  
 OSCEOLA MILLS, PA 16666

PS Form 3800, August 2006

See Reverse for Instructions

7008 3230 0003 3590 8027

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

FAX: 856. 669. 5399

MARK J. UDREN\*  
STUART WINNEG\*\*  
LORRAINE DOYLE\*\*  
ALAN M. MINATO\*\*\*  
CHANDRA M. ARKEMA\*\*\*  
\*ADMITTED NJ, PA, FL  
\*\*ADMITTED PA  
\*\*\*ADMITTED NJ, PA  
TINA MARIE RICH  
OFFICE ADMINISTRATOR

PENNSYLVANIA OFFICE  
215-568-9500

**FREDDIE MAC**  
**PENNSYLVANIA**  
**DESIGNATED COUNSEL**

PLEASE RESPOND TO NEW JERSEY OFFICE

September 21, 2009

Sent via telefax #814-765-5915

Clearfield County Sheriff's Office  
1 North Second Street  
Suite 116  
Clearfield, PA 16830  
ATTN: Cindy

Re: The Bank of New York, as Trustee  
vs.  
David R. Smith  
Clearfield County C.C.P. No. 05-657-CD  
Premises: P.O. Box 11, Seymour Street  
(Morris Township)  
Hawk Run, PA 16840  
SS Date: October 2, 2009

Dear Cindy:

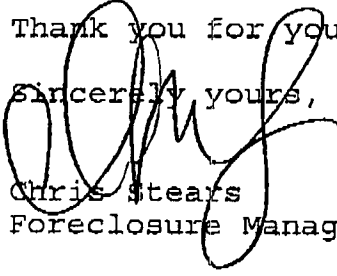
Please Postpone the Sheriff's Sale scheduled for October 2, 2009  
to November 13, 2009.

Sale is Postponed for the following reason:

Loss Mitigation Review

Thank you for your attention to this matter.

Sincerely yours,

  
Chris Stears  
Foreclosure Manager

/jld

**UDREN LAW OFFICES, P.C.**  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NEW JERSEY 08003-3620

856. 669. 5400

FAX: 856. 669. 5399

MARK J. UDREN\*  
STUART WINNEG\*\*  
LORRAINE DOYLE\*\*  
ALAN M. MINATO\*\*\*  
CHANDRA M. ARKEMA\*\*\*  
\*ADMITTED NJ, PA, FL  
\*\*ADMITTED NJ, PA  
\*\*\*ADMITTED NJ, PA  
TINA MARIE RICH  
OFFICE ADMINISTRATOR

PENNSYLVANIA OFFICE  
215-568-9300

**FREDDIE MAC**  
**PENNSYLVANIA**  
**DESIGNATED COUNSEL**

PLEASE RESPOND TO NEW JERSEY OFFICE

November 5, 2009

Sent via telefax #814-765-5915

Clearfield County Sheriff's Office  
1 North Second Street  
Suite 116  
Clearfield, PA 16830  
ATTN: Cindy

Re: The Bank of New York, as Trustee  
vs.  
David R. Smith  
Clearfield County C.C.P. No. 05-657-CD  
Premises: P.O. Box 11, Seymour Street  
(Morris Township), Hawk Run, PA 16840  
SS Date: November 13, 2009

Dear Cindy:

Please Postpone the Sheriff's Sale scheduled for November 13, 2009 (originally scheduled October 2, 2009) to December 4, 2009.

Sale is Postponed for the following reason:

Loss mitigation review...

Thank you for your attention to this matter.

Sincerely yours,

  
Chris Stears  
Foreclosure Manager

/jjh