

05-1009-CD
Bank of America vs Bradley N. Jones et al

Bank of Am. v. Bradley Jones et al
2005-1009-CD

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK
NC 4-105-02-63
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410-8110
PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

VS.

BRADLEY NEIL JONES
A/K/A BRADLEY N. JONES
1818 SHILOH ROAD
BRADFORD TOWNSHIP
WOODLAND, PA 16881
DEFENDANT

NO. 05-1009-CD

COMPLAINT IN
MORTGAGE FORECLOSURE

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense 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.

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

FILED Atty. pd.
m 12:00 PM 85.00
JUL 12 2005
cc Shaff

William A. Shaw
Prothonotary/Clerk of Courts

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK
NC 4-105-02-63
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410-8110
PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

VS.

NO.

BRADLEY NEIL JONES
A/K/A BRADLEY N. JONES
1818 SHILOH ROAD
BRADFORD TOWNSHIP
WOODLAND, PA 16881
DEFENDANT

COMPLAINT IN
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of America s/b/m Fleet National Bank, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Upon information and belief Bradley Neil Jones a/k/a Bradley N. Jones, (hereinafter referred to as "Defendant") is an adult individual residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between the Defendant and itself as Mortgagee by Assignment. The Mortgage, dated March 31, 1998, was recorded on April 13, 1998 in the Office of the Recorder of Deeds in Clearfield County in Mortgage Book 1927, page 446. Plaintiff is the Mortgagee by Assignment by virtue of an Assignment of Mortgage recorded on May 4, 1998 in the Office of Recorder of Deeds in Clearfield County in Book 1929, Page 160. A copy of the Mortgage and Assignment of Mortgage is attached and made a part hereof as Exhibits 'A' and 'B' respectively.

4. The Mortgage secures the indebtedness of a Note executed by Defendant on March 31, 1998 in the original principal amount of \$32,461.00 payable to Plaintiff in monthly installments with an interest rate of 9.5%. A copy of the Note is attached and made a part hereof as Exhibit 'B'.
5. The land subject to the mortgage is 1818 Shiloh Road, Bradford Township Woodland, PA 16881. A copy of the Legal Description is attached as part of the Mortgage as Exhibit 'A' and incorporated herein.
6. The Defendant is the record owner of the mortgaged property located at 1818 Shiloh Road, Bradford Township, Woodland, PA 16881.
7. The Mortgage is now in default due to the failure of Defendant to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$29,679.92
Interest to 5/23/2005	2,072.88
Accumulated Late Charges	40.00
Escrow Advance	101.71
Recoverable Balance	680.00
Cost of Suit and Title Search	550.00
Attorney's Fees	1,000.00
TOTAL	\$34,124.51

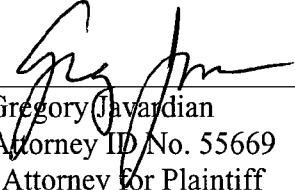
plus interest from 5/24/2005 at \$7.72 per day, costs of suit and attorney fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclosure ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendant by regular and certified mail on April 13, 2005. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendant, in the sum of \$34,124.51 together with the interest from 5/24/2005 at \$7.72 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY: 

Gregory Javardian
Attorney ID No. 55669
Attorney for Plaintiff

EXHIBIT A

Assignment 1929/160 5-4-98

REAL ESTATE MORTGAGE

Vol 1922 Page 446

THIS MORTGAGE, made and entered into this 31st day of March, 1998, by and between the undersigned, Frederick Neil Jones, an individual, herein called "Mortgagor", and FAMILY MOBILE HOMES, INC., a Pennsylvania Association having an office and place of business at 1683 E. Pleasant Valley Blvd., Altoona, Pennsylvania 16602, herein called "Mortgaggee"

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith, in the principal sum of Thirty-two Thousand Four Hundred Sixty-one and 00/100 Dollars (\$32,461.00) (and/or any renewal, reworking or extension thereof, or other Promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "Promissory Note") and all other obligations of Mortgagor under the terms and provisions of this Mortgage, and obligations which Mortgagor may hereafter, from time to time become obligated to Mortgaggee for payment of, or for additional sums of money advanced by Mortgaggee, and it is intended that all of said future advances, debts, or obligations, with interest thereon, will be secured hereby in addition to the advances, debts and obligations presently owing by Mortgagor, Mortgagor does by these presents sell, grant and convey to Mortgaggee, All that real estate situated in the County of CLEARFIELD (City, Borough, Township) of CLEARFIELD, PA 16830 known and numbered as

Township of Bradford Ward

Street Address

CLEARFIELD, PA 16830

City, Town, Post Office

Page 205 and more particularly described as:

"See Attached Exhibit A"

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:00 AM 4-3-98
BY Family Mobile Inc
REC'D E.S.A.
Karen L. Shantz, Recorder

TOGETHER with all the buildings and improvements thereon and adjoining thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appurtenant, herein called the Mortgaged Premises
TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgaggee, to and for the use and benefit of Mortgagor, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees:

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note, Mortgagor, at its option, may defer the payment date of all wholly unpaid installments one or more full months and charge a deferral charge therefor which shall be equal to the interest charge applicable to the month or months in which any installment is not required by reason of a deferral.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof and will deliver receipts therefor to the Mortgaggee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and such other hazards in such amount and with such carriers as Mortgaggee shall require, with loss if any payable to Mortgaggee as its interest may appear.
4. Mortgagor will neither commit nor suffer any stop, waste, impairment or deterioration of the Mortgaged premises and will maintain the same in good order and repair.
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the covenants or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, Mortgaggee may forthwith bring an Action of Mortgage Foreclosure herein, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Promissory Note and any other sum that may be due thereunder including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgment at the applicable rate until the full amount due Mortgagor is paid. In the event Mortgagor fails to maintain insurance against fire and such other hazards as Mortgaggee requires, Mortgagor authorizes Mortgaggee at its option to obtain such insurance and the Mortgagor for all costs thereof, which such costs Mortgagor agrees to pay, or to add such costs to the then remaining paid principal balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note.
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and all other direct or contingent indebtedness of the Mortgagor hereof to the Mortgaggee hereof due or to become due whether now existing or hereafter contracted.
7. If all or part of the sums secured by this mortgage are lost to the Mortgagor to acquire title to the property, this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases all benefits and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under said Promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises or a sale thereof in any judicial proceedings upon said Promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof from attachment, levy or sale under execution, or providing for any stay of execution or other process, Mortgagor hereby releases to Mortgaggee all rights and expectancy of dower, courtesy, or similar statutory rights.
9. The property, as described herein, has situated thereon a mobile home which the Mortgagor does intend to permanently alter to said property.

-- 4/27/1998 15:47

FAMILY HOMES INC

P.14

All that certain piece or parcel of land situate in the Township of Bradford, County of Clearfield and State of Pennsylvania, bounded and described as follows:

VOL 1922 PG 447

BEGINNING at an iron pin located on the East side of State Route #102; said point is further described as being South seventy-two degrees, fifty-six minutes, thirty-five seconds East ($8^{\circ} 22' 56'' 35'' E$), five hundred eighty-six (586.00) feet from an iron pin located sixteen and five tenths (16.5) feet from centerline of said road; thence along other lands of Creators, South seventy-two degrees, fifty-six minutes, thirty-five seconds East ($8^{\circ} 22' 56'' 35'' E$), seven hundred twenty (720.0) feet to an iron pin; thence still along other lands of Creators, South seventeen degrees, thirty minutes, twenty-five seconds West ($8^{\circ} 17' 03'' 25'' W$) four hundred four and seventy-three hundredths (404.73) feet to an iron pin on line of lands now, or formerly of, Robert and Margaret Doran; thence along lands of same, North fifty-six degrees, fourteen minutes West ($8^{\circ} 35' 14'' W$) four hundred ninety-seven and thirty-one hundredths (497.31) feet to an iron pin; thence along lands now, or formerly of, Roger R. and William B. Zimmerman, North fifty-five degrees, thirty-six minutes, ten seconds West ($8^{\circ} 55' 36'' 10'' W$) one hundred fifty and nineteen hundredths (150.19) feet to an iron pin; thence still along other lands of Creators, North seven degrees, forty-five minutes, thirty seconds West ($8^{\circ} 7' 45'' W$) two hundred thirty-five and eighteen hundredths (235.18) feet to an iron pin and place of beginning.

CONTAINING 4.6816 acres and being part of the same premises converted to Robert C. and Louise Graham and recorded in Clearfield in Deed Book 304, page 393.

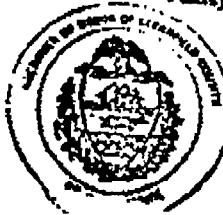
THIS CONVEYANCE INCLUDES THE FOLLOWING FIFTY FOOT ACCESS AGREEMENT FOR THE CREATORS, HIS HEIRS, SUCCESSORS AND ASSIGNS!

BEGINNING at an iron pin located on the East side of State Route #102. Said point is sixteen and five tenths (16.5) feet from centerline of said road; thence along said road, North nineteen degrees, twenty minutes, five seconds West ($8^{\circ} 19' 20'' 05'' W$), sixty-two and one tenth (62.1) feet to an iron pin; thence along other lands of Creators, South seventy-two degrees, fifty-six minutes, thirty-five seconds East ($8^{\circ} 22' 56'' 35'' E$) six hundred seventy-two and eighty-five hundredths (672.85) feet; thence still along other lands of Creators, South seventeen degrees, thirty minutes, twenty-five seconds West ($8^{\circ} 17' 03'' 25'' W$) fifty (50.0) feet to a point on line of Bradley Mill Creek; thence along lands of same and other lands of Creators, North twenty-two degrees, fifty-six minutes, thirty-five seconds West ($8^{\circ} 22' 56'' 35'' W$) six hundred thirty-six (636.0) feet to an iron pin and place of beginning. Said right-of-way access agreement is shown on map prepared by Shirkley Surveyors.

CONTAINING 0.7512 acres and being part of the same premises converted to Robert C. and Louise Graham and recorded in Clearfield Deed Book 304, page 293.

Exhibit "A"

This instrument, when filed, is and will be recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Storch
Karen L. Storch
Recorder of Deeds

VOL 1922 PAGE 448

BUT PROVIDED ALWAYS, that if Mortgagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind, and the benefits and advantages shall thenceforth, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Promissory Note of even date between Mortgagor and Mortgaggee.

IN WITNESS WHEREOF, the said Mortgagor has signed this Mortgage, with seal(s) affixed, on the date first above shown.

Signed Sealed and Delivered in the presence of

Mary Kay Pritchard

Bradley Neil Jones (SEAL)

(SEAL)

(SEAL)

(SEAL)

I certify the true place of residence of the Mortgagor to be 1853 E. PLEASANT VALLEY BLVD., ALTOONA, PENNSYLVANIA 16602.

Melody J. Endress

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Blair

On the 31st day of March, 1998, before me Melody J. Endress
the undersigned officer, personally appeared Bradley Neil Jones, an individual
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he as Mortgagor executed the same for the purpose herein
contained.

In Witness Whereof, I have hereunto set my hand and affixed my seal.
My commission expires April 6, 2002
Melody J. Endress, Notary Public
Logan Twp., Blair County
My Commission Expires April 6, 2002
Member Pennsylvania Association of Notaries

RECORDED on this 15 day
of April, 1998, in
the Recorder's Office of said County, in Mon-
tage Book, Vol. Page
Given under my hand and seal of the said
officer, the day and year aforesaid.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

FROM

TO
FAMILY MOBILE
HOMES, INC.

MAIL TO
FAMILY MOBILE
HOMES, INC.

Entered of Record 4-13 1998 : 11:00 AM Karen L. Stock, Recorder

EXHIBIT B

Vol 1929 pg 160

Assignment of Mortgage

From Bradley Neil Jones

 To Family Mobile Homes, Inc.

 Assigned To Signal Bank, NA

Mortgage Dated March 31, 1998
 Mortgage Recorded April 13, 1998
 Mortgage Book, Vol. 1922 Page 446
 In the Recorder's Office of Clearfield
 County
 State of Pennsylvania
 Debt: \$32,461.00

That all Men by these Presents

FAMILY MOBILE HOMES, INC.

The MORTGAGEE above named for and in consideration of the sum of

ONE (\$1.00) Dollars
 and ~~Interest~~ money of the United States of America, to it or hand paid by Signal Bank, National Association Dollars
 or before the delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained,
 sold, assigned, transferred and set over, and by these presents to grant, bargain, sell, assign, transfer and set over unto the said
Signal Bank, National Association ITS SUCCESSORS and assigns

together with all the rights, remedies, incidents and appurtenances thereto belonging, or in anywise appertaining, and all the
 right, title, interest, estate, property, claim and demand whatsoever, of, in and to the same, and the premises therein described,
 together with the bond or obligation in said Indenture of Mortgage mentioned, and thereby intended to be secured, and the warrant
 of attorney to confess judgement thereto annexed, and all moneys due and to grow due therefrom.

TO HAVE AND TO HOLD the same unto the said Signal Bank, National Association ITS
 SUCCESSORS and assigns, and to direct the recorder of said County to note upon the margin of the record of said Mortgage,
 this Assignment thereof.

IN WITNESS WHEREOF, the said Corporation has caused its common and corporate seal to be affixed to this instrument by the
 hand of its Vice President and the same to be duly executed by its Secretary this day of April 12, 1998

Attest:

Daniel W. Jones
 Secretary

FAMILY MOBILE HOMES, INC.

Name of Corporation

Daniel W. Jones
 President



EXHIBIT C

Installment Contract
Money Security Agreement
Manufactured Housing - Simple Interest - Pennsylvania

Account Number	10656379
Date	April 28, 1998

Buyer (Print Full Name) NES. BRADLEY NEIL	Address	City	or	County	State	Zip Code
Buyer (Print Full Name)	Address	City	or	County	State	Zip Code
Dealer's Name)	Address	City	or	County	State	Zip Code

SELLER (Print Full Name) 10656379
MILY MOBILE HOMES INC. 1083 E PLEASANT VALLEY BLVD ALTOONA PA 16602 APR 30 1998
I sell and you, the Buyer(s), agree to buy the collateral described below plus equipment and accessories, (the "Collateral"). As used in this Agreement, the words "we", "us" and "our" refer to the Seller/Creditor and its successors and assigns (collectively called "Secured Party"), the words "you" and "x" refer to the Buyer(s). You may buy the Collateral for cash, in the amount shown below as the "Cash Sale Price," or on credit for the estimated amount shown below as the "Total Sale Price" (Total Sale Price). By signing this Agreement, you decide to buy the Collateral on credit and agree to all the terms of this Agreement (including all pages) ("Agreement"). This sale is not contingent on further financing. You grant us a purchase money security interest in the Collateral, which you have examined and accepted in its present condition. The Collateral is described as follows:

Collateral Description

Manufacturer	NU	Year	Make/Model	Size	Serial Number	Serial Number
LINE	N	98	LIMITED EDITION	14X64	2N11-1140K	

Air Conditioning Washer Range Freezer Accessory Shed
Skirting Dryer Refrigerator Awning Furniture as per Mfg. Floor Plan

any Use For Which Purchased: Personal Business Agricultural

General Truth-in-Lending Disclosures

NUAL CENTAGE RATE cost of your credit yearly rate:	FINANCE CHARGE The dollar amount the credit will cost you:	Amount Financed The amount of credit provided to you or on your behalf:	Total of Payments The amount you will have paid after you have made all payments as scheduled:	Total Sale Price The total cost of your purchase on credit, including your down payment of \$
9.50 %	\$ 52622.00	\$ 32461.00	\$ 85983.00	\$ 85983.00

Our Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due: Monthly Beginning:	Or As Follows:
300	\$ 262.61	May 28, 1998	

Security: You are giving a security interest in the Collateral being purchased. If this box is checked, we are also giving us a mortgage or deed of trust on real estate described as follows: WOODLAND, PA, 16881

Late Charge: If a payment is more than 15 days late, you may be charged 2% of the late amount.

Filing Fees: \$ 27.50

Prepayment: If you pay off early, you will not have to pay a penalty.

Assumption: Someone buying your home (the Collateral) may not assume the remainder of your obligation on the original terms.

See your contract documents for any additional information about nonpayments, default, any required repayment in full before the scheduled date, and for further information about our security interest.

Authorization of Amount Financed

Cash Sale Price (including any accessories, extras, services) and taxes in the amount of \$ 30970.50 (1)

Total Downpayment = Net Trade-in \$ plus Cash Downpayment \$ 0 (2)

Your Trade-in is \$ 0 (2)

Year Make Model

Unpaid Balance of Cash Price (Amount paid on your Account) (1 minus 2) \$ 30970.50 (3)

Amounts Paid to Others on Your Behalf: * (Check Insurance Coverage desired)

A To: Credit Insurance Company (single life) <input type="checkbox"/> Buyer only <input type="checkbox"/> Joint Buyer only	<input type="checkbox"/>	1455.00
B To: Credit Insurance Company (Joint life)	<input type="checkbox"/>	27.50
C Home Service Policy (Company: _____)	<input checked="" type="checkbox"/>	
D Property Insurance	<input type="checkbox"/>	
E Certificate of Title	<input type="checkbox"/>	
F Filing Fees / Notary & Prep	<input type="checkbox"/>	
G Flood Report (Flood Provider: _____)	<input type="checkbox"/>	
H Appraisal	<input type="checkbox"/>	
I Lien and Property Search	<input type="checkbox"/>	
J Attorney Fees	<input type="checkbox"/>	
K Document Preparation	<input type="checkbox"/>	
L Property Improvement / Tax Tax	<input type="checkbox"/>	
Total Amounts Paid to Others on Your Behalf	<input type="checkbox"/>	0.00
Amount Financed - Unpaid Balance (Principal Balance) (Amount of Credit you will Get (3+4))	<input type="checkbox"/>	1482.50 (4)
Finance Charge	<input type="checkbox"/>	22461.00 (5)
Time Balance (5 + 6)	<input type="checkbox"/>	52622.00 (6)
* We may retain or receive a portion of these charges.	<input type="checkbox"/>	85983.00 (7)

Pennsylvania

(page 1 of 4)

Insurance Disclosures

any insurance is obtained through the Seller, the policies or certificates issued by the Companies named will describe the terms, conditions and benefits.

Required Property Insurance. PROPERTY INSURANCE IS REQUIRED, BUT MAY BE OBTAINED THROUGH ANY PERSON YOU CHOOSE. YOU HAVE THE OPTION OF FURNISHING THE REQUIRED AMOUNT OF INSURANCE THROUGH YOUR EXISTING INSURANCE POLICY(IES) OR FROM ANY INSURER ACCEPTABLE TO US WHO IS AUTHORIZED TO TRANSACT THE INSURANCE BUSINESS IN PENNSYLVANIA. WE MAY FOR GOOD CAUSE DECLINE THE INSURANCE YOU PROVIDE.

you want to purchase property insurance from the Seller, indicate your desire to do so by checking the appropriate box (Item 4D of the "Itemization Amount Financed" on page 1) and signing below. The total premium for this insurance is the amount shown in Item 4D and the term is: 60 months

IF THIS BOX IS CHECKED, YOU DO NOT DESIRE TO OBTAIN PROPERTY INSURANCE FROM SELLER AND HAVE PURCHASED THE REQUIRED PROPERTY INSURANCE FROM:

Agent's Name _____ (Agent's Address) _____

Name of Insurance Company

Credit Life Insurance. Credit life insurance is not required in connection with this sale, is not a factor in our approval of this extension of credit, and will not be provided unless you sign below, complete a separate application, and agree to pay the additional costs. If two Buyers sign this Agreement, they are entitled to obtain credit life insurance. No charge is made for credit life insurance and no such insurance is provided unless you show what coverage you want by checking the proper box (Items 4A and 4B of the "Itemization of Amount Financed" on page 1) and signing below. The premium for this insurance is the amount shown in Items 4A and 4B as applicable and is for the original term of this Agreement unless otherwise indicated below.

Insurance Company _____

Credit Life - Term: _____ Months.

DESIRE TO OBTAIN THE INSURANCE CHECKED ON PAGE 1 AND AGREE TO PAY THE PREMIUMS SHOWN ON PAGE

Barney Bell Jaws 4-28-98 _____ Date _____ Joint Buyer _____ Date _____

I, Buyer, Joint Buyer and Cosigner upon signing, promise to pay the Amount Financed together with a Finance Charge on the unpaid Amount Financed in installments as shown in the payment schedule on page 1. The Finance Charge will accrue monthly at the Annual Percentage Rate stated on page 1, commencing on the date of this Agreement and continuing until paid in full. Each Buyer and Joint Buyer and Cosigner upon signing also acknowledges that he has read this entire Agreement (including the pages following this) and agrees that this Agreement may be assigned to Stonel Bank, NA. Each cosigner acknowledges receipt of a completed "Notice to Cosigner" form prior to signing below.

NOTICE TO BUYER(S): SEE "WARRANTIES" PARAGRAPH ON PAGE 3.

NOTICE TO THE BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE CONTRACT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR RIGHTS.

Barney Bell Jaws _____ (SEAL) _____ Joint Buyer _____ (SEAL) _____ Cosigner _____ (SEAL) _____

I, Corporate or Partnership Buyer:

By: _____ (SEAL) Title: _____

signing below you acknowledge that you have received a fully completed copy of this Agreement signed by the Seller.

Barney Bell Jaws _____ (SEAL) _____ Joint Buyer _____ (SEAL) _____ Cosigner _____ (SEAL) _____

I, Corporate or Partnership Buyer:

By: _____ (SEAL) Title: _____

I-Buyer Owner(s) of Collateral (to be completed only when non-Buyers own an interest in the Collateral).
I, the undersigned, understand that he/she is not responsible for paying the entire debt of the Buyer(s), but agrees that the Secured Party has, and may grant to the Secured Party, a security interest in the Collateral described on page 1 and that each of the undersigned is bound by all the terms of this Agreement which relate to the security interest until the Buyer(s) has performed all obligations of this Agreement.

I-Buyer Owner(s) of Collateral _____

Non-Buyer Owner(s) of Collateral _____

Pennsylvania

(page 2 of 4)

Assignment. This Agreement with Buyer(s) is hereby entered into by Seller and Seller hereby assigns this Agreement to Signal Bank, NA as of the date of this Agreement and pursuant to the terms of any Agreement between Seller and Signal Bank, NA.

FAMILY MOBILE HOMES INC
Seller (Dealer)

By: David C. Cole, Pres. (SEAL) Title President

Signal Bank, NA as ("Assignor") hereby assigns this Agreement to NationsBank, N.A. as of the date of this Agreement and in accordance with the terms set forth on all pages.

Y: Julie R. Jackson (SEAL) Title: Luan Processor
copy of this agreement must be given to Buyer(s) at the time of signing. Notice: See pages 3 and 4 for important information.

Other Terms of This Agreement

surence. You agree to keep property insurance, with a deductible not exceeding \$500, covering loss or damage to the Collateral for the term of this agreement, with us named as additional loss payee. The risks against which you may be required to insure are: (1) fire, theft and collision; (2) water and ice than a year at a time. You must pay the premium in advance before each policy year begins and give us proof of payment. You agree to provide us with evidence of the existence of all required insurance, including copies of policies, binders and receipts for payment of the premiums at such times as we may require. You assign the proceeds of any insurance to us to the extent of the amount you owe us, and agree that the insurance company shall pay proceeds of any unearned premiums directly to us. You hereby grant us an irrevocable and durable power of attorney in your name and stand to file proof of loss if anything else necessary to obtain the insurance proceeds. If the Collateral is lost, damaged or destroyed, you agree that we may use any insurance payment either to repair or replace the Collateral or to apply it to the amount you owe us. Loss, damage or destruction of the Collateral will not release us from any liability under this Agreement. If at any time during the term of this Agreement you do not have property insurance that covers our interest in same risks and covering such other risks as we may deem necessary or appropriate, if we buy such insurance for you, premiums may be calculated on a amount outstanding under this Agreement. Any insurance we purchase may be purchased for the time beginning from the date you fail to provide proof of insurance or fail to provide proof of insurance through the remaining term of the Agreement and if permitted by law may be vendor single interest insurance. amount of insurance coverage may be limited to the lesser of the following: (a) the cost of repairs, less any deductible; (b) the net balance of the loan less salvage value; or (c) the NADA retail value of the Collateral, less salvage value. Such insurance may not cover the entire amount due under this Agreement. We are not obligated to file a claim for this insurance on your behalf. You agree that we, at our sole option may (a) demand payment of the amount for this insurance, which you agree to pay within 10 days after your receipt of written notice from us, or (b) reschedule the payments for the monthly payments, or (c) add the premium to the final payment and, if permitted by applicable law, at the Annual Percentage Rate, which may increase your amount. You agree that such amount will be secured by the security interest you have granted us. If an insurance policy is canceled, adjusted or terminated for any reason, any refund for unearned insurance premiums will receive shall, at our option, be applied to replace required insurance coverage, or be applied to the amount you owe on this Agreement, which will lower the final instalment(s) of the Agreement. We are not required to pay a refund to you used by the insurance company or its agent as a loss payment.

urity interest in the Collateral. You grant us a purchase money security interest in the Collateral being purchased and all proceeds thereof and any accessories, attachments, equipment and replacement parts installed in the Collateral. The security interest also covers: (1) insurance premiums and other similar charges; (2) proceeds of any insurance policies or similar coverage on the Collateral; (3) proceeds of any insurance policies on your life or health included in this Agreement; and (4) the real property described on page 1 of this Agreement, if applicable. We hereby reserve, to the extent permitted by law, all rights of setoff against any deposit accounts or other property of any party to this Agreement or under our control, without notice to any party or any notice which may be required by applicable law. We expressly waive as Collateral for this Agreement, in any present or future transactions between you and us, any nonpossessory, nonpurchase money security interest in household goods or any other security interest prohibited by applicable

payment in Full. If you prepay the entire amount due under this Agreement, you may not be charged a penalty. once Charge Rate. Notwithstanding any other provision of this Agreement, we do not intend to charge and you shall not be required to pay any interest, once charge rates, fees or charges in excess of the maximum permitted by applicable law. Any payments we receive in excess of such maximum shall be refunded to you in accordance with applicable law.

mandies. Any warranties relating to a new manufactured home have been provided to you by the Seller, or warranty company or the manufacturer in a separate writing, receipt of which you hereby acknowledge. EXCEPT AS PROVIDED IN SUCH A WRITING, IF ANY, AND EXCEPT AS OTHERWISE PROVIDED IN LAW THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that you have examined the manufactured home and agree that it is habitable and, if it is used, you accept it as is. The year of the manufactured home specified in this Agreement is for identification purposes only.

mees in Connection with Collateral. You agree not to sell, lease, transfer or otherwise dispose of the Collateral, permit it to be used improperly or for documentation, registration or title other than in connection with the purchase of the Collateral. You agree not to seek or obtain any certificate, documentation or title other than in connection with the purchase of the Collateral and the granting of our security interest therein. You agree to pay the actual and reasonable costs of collection, to the extent permitted by law. You agree to pay when due all amounts you owe us under this Agreement and to us, upon demand, any amounts we have to spend for you to carry out our obligations under this Agreement, including any sums we have to spend to pay off any liens, encumbrances, or security interest against the Collateral. In addition, you agree: to properly maintain and care for the Collateral; to make Collateral available to us for inspection at any time; to promptly pay all taxes, assessments or other charges against the Collateral; and to keep the Collateral licensed at all times as required by applicable Pennsylvania law.

you fail to pay any taxes, fees or other charges on the Collateral, we at our sole option, may pay the sum owing for you and you agree to either immediately pay us any amounts we have paid pursuant to this Agreement (including accrued interest at the Annual Percentage Rate or the highest lawful rate) upon our request or we, at our sole option, may reschedule the payments for the remaining term, thus increasing monthly payments to include the fees plus accrued interest on such charges. You agree that such amounts will be secured by the security interest you have granted us. You also agree, upon request, to endorse and deliver any certificate of title, to execute and deliver other documents and to do any other acts necessary to establish, perfect and maintain our security interest in the Collateral. You agree to indemnify us and hold us harmless from any damages you may sustain by reason of any

charge. You may have to pay a late charge for each payment received by us more than 15 days late. The amount of the late payment charge is shown on page 1 of this Agreement. In addition to collection of a late charge, we may enforce our rights under this Agreement if you make any payment late. Our instance of late payment or late charge does not excuse your late payment or mean that you can keep making payments after they are due. You are in default of your obligations under this Agreement if any of the following events or conditions occur: (a) you fail to pay any installment when due, or you fail to perform any of your other obligations under this Agreement; (b) any warranty, representation or statement you made or caused to be made is false or breached; (c) the Collateral is lost, stolen, damaged, destroyed, sold or encumbered; or it is levied on, seized or attached; (d) you are unable to pay your debts as they become due, you become insolvent, a receiver is appointed for you, you assign property for the benefit of creditors, including under any bankruptcy or insolvency law is begun against you; (e) you die (or a partner dies if you are a partnership); (f) if you are a corporation, partnership, the corporation or partnership dissolves, merges, consolidates, or transfers a substantial portion of its property.

Pennsylvania

(page 3 of 4)

Section Charges. If you default and we refer this Agreement for collection to any attorney who is not our salaried employee or a salaried employee of a holder of this Agreement, you will pay reasonable attorney's fees plus court costs.

Demand for Full Payment and Additional Remedies on Default. If you default under this Agreement by failing to pay any installment when due, failing to pay taxes levied on the Collateral, failing to furnish proof of payment of such taxes or by using the Collateral for illegal purposes, we may subject to your right Notice of Default and Right to Cure, require immediate payment of the unpaid portion of the amount you owe us.

Nonstatement of Agreement. If we take possession of the Collateral on default, by legal process or otherwise, we will reinstate this Agreement and return the Collateral to you if you pay us all past due installments, accrued late charges, costs of any suit brought under this Agreement, and if the default at the time of repossession exceeds 15 days, expenses incurred for retaking, and storing Collateral.

Termination of Agreement. Redemption of Collateral: If we take possession of the Collateral other than by legal process, you will have the right to terminate this Agreement and to redeem the Collateral within 15 days after notice of repossession is mailed to you by paying to us the unpaid time balance, accrued default charges and, if default at the time of repossession exceeds 15 days, the authorized costs of retaking, repairing and storing the Collateral, less rebate of the unearned finance charge.

Loss of Collateral. If on default and repossession, you do not reinstate or terminate the Agreement and redeem the Collateral, you will forfeit all claim to the Collateral and we may sell the Collateral at a public or private sale. If the proceeds of such sale do not equal the expenses of the sale and repossession or the net balance due on this Agreement and any accrued default charges, we may recover the deficiency from you. We will have all the remedies of a secured party under the Uniform Commercial Code.

Liability. You are responsible for and will pay when due all taxes and assessments levied on the Collateral or on the real estate on which the Collateral is located. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of your Payments. You warrant that you are the owner of any property traded in on this purchase and that such property has no liens or security interests except those you disclosed to Seller and that the information in your credit application is true and complete. This Agreement contains the entire agreement between you and us. Any waiver or change in the terms of this Agreement must be in writing and signed by us. No oral changes are binding. The laws of the United States and Pennsylvania govern this Agreement. No delay or omission by us in exercising any right or remedy under this Agreement will be deemed to be a waiver of any default or consequence therein or shall impair or waive the exercise of such right or remedy by us at any other time. We waive any defenses based on the suretyship, impairment of collateral, the discharge or release of any party or the Collateral and any benefits of any provision of law which would result in the discharge of any party. You agree that the terms and conditions of this Agreement shall be binding upon your heirs, executors, administrators, successors, and assigns. If any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement shall be construed and enforced as if that provision, to the extent of such provision's unenforceability, were not contained herein, and the remaining provisions of this Agreement shall continue in full force and effect.

Notice: Any holder of this consumer credit Agreement is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Receipient Assignment. For value received, Assignor hereby transfers and assigns to NationsBank, N.A. (hereinafter, with its successors and assigns, "NationsBank") all of its right, title and interest in this Agreement and the Collateral described herein. This transfer and assignment is made pursuant to and subject to all of the terms and provisions of any Agreement between Assignor and NationsBank by which NationsBank has heretofore agreed to accept transfer and assignment of Agreements from Assignor. Assignor hereby (re)states all of the representations and warranties contained in any such Agreement. In addition, Assignor represents and warrants to NationsBank that (1) this Agreement represents a bona fide sale of the Collateral described in it; (2) the Collateral has been delivered to and accepted by the Buyers named herein; (3) this Agreement is legal, valid and binding obligation of all parties who have signed the Agreement in any capacity ("Obligors") and is enforceable against them in accordance with its terms; (4) the signatures of the Obligors on this Agreement are genuine; (5) this Agreement is not subject to any defense, claim, counterclaim, or right of offset against the seller or Assignor or NationsBank; (6) Seller and Assignor have complied with all federal, state, and local laws and regulations which apply to this Agreement and the transaction evidenced by this Agreement or the Collateral; (7) Assignor is the sole and unconditional owner of this Agreement and no third party has any security interest, right, claim or key security interest in the Collateral; (8) the security interest in the Collateral which is created in this Agreement is a valid first and prior purchase money security interest in the Collateral; (9) the Buyers have in fact made the cash down payment described in this Agreement; (10) each of the Obligors is 18 years of age or older on the date the Agreement was executed; and (11) the security interest in the Collateral has been duly perfected. Assignor, as each of the foregoing representations and warranties to NationsBank to induce NationsBank to purchase this Agreement. If any representation or warranty concerning this Agreement, whether herein or otherwise made, is untrue or misleading in any material respect, Assignor will promptly repurchase this Agreement from NationsBank by paying to NationsBank the unpaid balance of the amount outstanding under this Agreement. Obligations of Assignor to NationsBank set forth herein are in addition to all other obligations of Assignor to NationsBank under any Agreement between NationsBank and Assignor. In the event NationsBank sustains any loss or damage by reason of any claim or defense which the Obligors have against Seller including, without limitation, NationsBank's reasonable attorneys' fees (whether or not suit is filed), including any incurred in bankruptcy or appellate proceedings, and other expenses, Assignor shall pay NationsBank upon demand for such loss or damage. (See page 3 for signature of Assignor.)

urity By Seller Or Third Person. The undersigned jointly and severally guarantee the payment, when due, to any holder of this Agreement ("Holder") of amounts from time to time owing on this Agreement, including, without limitation, the Amount Financed, finance charges, expenses and attorneys' incurred by Holder in enforcing the Agreement or this guaranty against all parties who have signed the Agreement in any capacity ("Obligors"). The undersigned agrees to pay all amounts owing hereunder upon demand, without requiring any prior action or proceeding against Obligors or the Collateral hereby waive any right the undersigned may have to require the Holder to proceed against the Obligors or the Collateral. Holder may apply any payment of any of the Obligors or the undersigned or from disposition of the Collateral in such order and to such obligations as the Holder may elect, and the undersigned will be discharged only to the extent that the undersigned or the Obligors have made payment under the Agreement. Holder's failure to perfect security interest granted by the foregoing Agreement shall not affect in any manner any guarantor's liability. The undersigned consent to and waive all of advances of additional monies, extensions, renewals or modifications of the Agreement, and hereby waive notice of acceptance of this guaranty, amendment, demand, protest, notice of protest and notice of dishonor. The undersigned waive any defenses based on suretyship, impairment of Collateral, discharge or release of any party or the Collateral securing this Agreement, and any other conditions to the liability of the undersigned under this guaranty. The undersigned acknowledges receipt of a completed "Notice to Cosigner" form prior to the undersigned's signature below.

sylvania 6.0.0.0

EXHIBIT D

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

April 13, 2005

BRADLEY NEIL JONES
1818 SHILOH ROAD
BRADFORD TOWNSHIP
WOODLAND, PA 16881

BRADLEY NEIL JONES
410 EAST MARKET STREET
WOODLAND, PA 16881

BRADLEY NEIL JONES
RD #1 BOX 217
WOODLAND, PA 16881

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

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

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): **BRADLEY NEIL JONES**
PROPERTY ADDRESS: **410 E. MAKET STREET, WOODLAND, PA 16881 N/K/A
1818 SHILOH ROAD, WOODLAND, BRADFORD TWP., PA
16881**
LOAN ACCT. NO.: **0010656379**
ORIGINAL LENDER **FAMILY MOBILE HOMES**
CURRENT LENDER/SERVICER: **BANK OF AMERICA**

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

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

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

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

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

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

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

AGENCY ACTION- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing 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 PURPOSE 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: 410 E. MARKET STREET N/K/A 1818 SHILOH ROAD, BRADFORD TWP., WOODLAND, PA 16881 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: 9/28/04 through 3/28/05.

Monthly Payments Plus Late Charges:	\$4,925.16
Corporate Advance:	\$ 565.00
TOTAL:	\$5,490.16

B. ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT- You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$5,490.16** PLUS ANY PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, Attention: Donna Card, 4161 Piedmont Parkway, Greensboro, NC 27410.

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) N/A.

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 attorney to start legal action to foreclose upon your mortgage property.

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

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

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

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

HOW TO CONTACT THE LENDER-

Name: Bank of America
Address: NC4-105-02-48, 4161 Piedmont Parkway
City and State: Greensboro, NC 27410
Tel no. 1-800-588-5402
Contact: Donna Card

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.

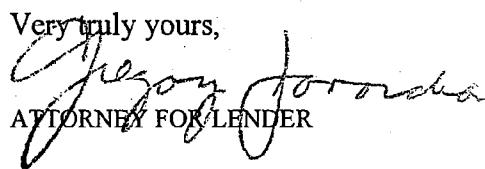
ASSUMPTION OF MORTGAGE- You may or XX may not (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale that the other requirements of the mortgage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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,


ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

CLEARFIELD COUNTY

CCS of Northeastern PA

18 W. Hamilton Avenue

State College, PA 16801

(814) 238-3668

CCS of Western PA

19-A College Park Plaza

Johnstown, PA 15904

(812) 511-2227

CCS of Western PA, Inc.

17 E. Plank Road

Johnstown, PA 15902

(812) 511-2227

Indiana Co. Community Action Program

27 Water Street

P.O. Box 187

Indiana, PA 15701

(724) 465-2657

Monongahela Valley Economic Development Corp.

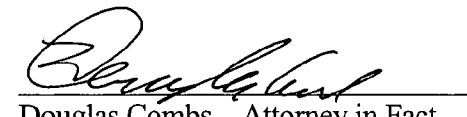
354 Mary Grace Lane

Johnstown, PA 15901

(814) 535-6556

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Douglas Combs – Attorney in Fact

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

BANK OF AMERICA S/B/M FLEET : #2005-1009-CD
NATIONAL BANK NC 4-105-02-63 :
4161 PIEDMONT PARKWAY :
GREENSBORO NC 27410-8110 :
Plaintiff : PRAECIPE FOR APPEARANCE
vs : Filed on Behalf of: Defendant
: :
BRADLEY NEIL JONES A/K/A :
BRADLEY N. JONES :
1818 Shiloh Road :
Bradford Township :
Woodland, PA 16881 :
Defendant : Filed by Counsel for Defendant:
: :
: John Sughrue, Esquire
: 23 North Second Street
: Clearfield, PA 16830
: PA Supreme Court ID #01037
: (814) 765-1704
: :
: Counsel of Record for Plaintiff:
: :
: Law Offices of Gregory Javardian
: Gregory Javardian
: 1310 Industrial Boulevard
: 1st Floor, Suite 101
: Southampton, PA 18966
: (215) 942-9690
: :

FILED
0123161
AUG 24 2005
3cc
Atty Sughrue
⑥

William A. Shaw
Prothonotary/Clerk of Courts

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

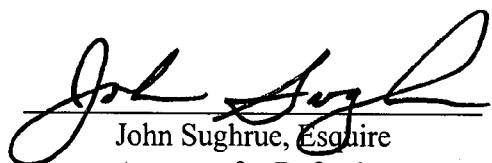
BANK OF AMERICA S/B/M	:	
FLEET NATIONAL BANK	:	
NC 4-105-0263	:	
Plaintiff	:	No. 05-1009-CD
vs.	:	
BRADLEY NEIL JONES a/k/a	:	
BRADLEY N. JONES	:	
1818 Shiloh Road	:	
Bradford Township	:	
Woodland, PA 16881	:	
Defendant	:	

PRAECIPE FOR APPEARANCE

TO WILLIAM A. SHAW, PROTHONOTARY.

Kindly enter my appearance on behalf of Bradley N. Jones, Defendant in the above-captioned matter. Direct all pleadings and matters concerning the foregoing to the undersigned.

Date: August 24, 2005



John Sughrue, Esquire
Attorney for Defendant
Attorney I. D. #01037
23 North Second Street
Clearfield, PA 16830
Phone: (814) 765-1704
Fax: (814) 765-6959

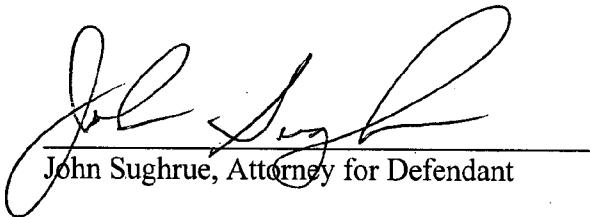
CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on August 24, 2005, I caused a true and correct copy of my Praeclipe for Entry of Appearance on behalf of the Defendant on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid
Addressed as Follows:

Gregory Javardian, Esquire
Law Offices of Gregory Javardian
1310 Industrial Boulevard
First Floor, Suite 101
Southampton, PA 18966

Date: August 24, 2005



John Sughrue, Attorney for Defendant

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

BANK OF AMERICA S/B/M
FLEET NATIONAL BANK
Plaintiff,
vs.

BRADLEY NEIL JONES
A/K/A BRADLEY N. JONES
Defendants.

NO. 2005-1009-CD

FIRST AMENDED COMPLAINT IN
MORTGAGE FORECLOSURE

Filed on behalf of: Plaintiff,

Counsel for Record for this Party:
Gregory Javardian, Esquire
P.A. ID# 55669
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690

Counsel for Defendant
John Sughrue, Esquire
23 North Second Street
Clearfield, PA 16830
(814) 765-1704

FILED

SEP 13 2005
m/4-10-1
William A. Shaw
Prothonotary/Clerk of Courts

2 CCR to ATT

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA S/B/M FLEET
NATIONAL BANK
NC 4-105-02-63
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410-8110
PLAINTIFF

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO. 05-1009 CD

VS.

BRADLEY NEIL JONES
A/K/A BRADLEY N. JONES
1818 SHILOH ROAD
BRADFORD TOWNSHIP
WOODLAND, PA 16881
DEFENDANT(S)

FIRST AMENDED COMPLAINT IN
MORTGAGE FORECLOSURE

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense 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 NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholic, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830

814-765-2641 Ext 5982

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA S/B/M FLEET
NATIONAL BANK
NC 4-105-02-63
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410-8110
PLAINTIFF

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO. 05-1009 CD

VS.

BRADLEY NEIL JONES
A/K/A BRADLEY N. JONES
1818 SHILOH ROAD
BRADFORD TOWNSHIP
WOODLAND, PA 16881
DEFENDANT(S)

FIRST AMENDED COMPLAINT IN
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of Americca s/b/m Fleet National Bank, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Bradley Neil Jones a/k/a Bradley N. Jones, (hereinafter referred to as "Defendant") is an adult individual and upon information and belief are currently residing at the address indicated in the caption hereof.
3. Plaintiff, as mortgagee by assignment, brings this action to foreclose on the Mortgage executed by the Defendant on March 31, 1998 and recorded April 13, 1998 in the Office of Recorder of Deeds in and for Clearfield County in Book 1927 page 446. (A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A").
4. Plaintiff is the holder of the Mortgage and Note by virtue of an Assignment of Mortgage recorded May 4, 1998 in Book 1929 page 160. (A true and correct copy of the Assignment of Mortgage is attached hereto and marked as Exhibit "B").

5. The Mortgage secures the indebtedness of a Note executed by Defendant on March 31, 1998 in the original principal amount of \$32,461.00 payable in monthly installments with an interest rate of 9.5%. (A true and correct copy of the Note is attached hereto and marked as Exhibit "C").
6. Cotemporaneous with the execution of the Mortgage and Note, the Defendant executed a Retail Installment Contract for a Mobile Home which sits on the mortgaged premises. (A true and correct copy of the Retail Installment Contract is attached hereto and marked as Exhibit "D").
7. The land subject to the mortgage is 1818 Shiloh Road, Bradford Township, Woodland, PA 16881. (A true and correct copy of the Legal Description is attached hereto and marked as Exhibit "E")
8. The Defendant is the record owner of the mortgaged property located at 1818 Shiloh Road, Bradford Township, Woodland, PA 16881.
9. The Mortgage is now in default due to the failure of Defendant to make payments as they become due and owing. Specifically, the mortgage is past due for the payments due September 28, 2004 through the filing of the present action.
10. As a result of the default, the following amounts are due:

Principal Balance	\$29,679.92
Interest to 5/23/2005	2,072.88
Accumulated Late Charges	40.00
Escrow Advance	101.71
Recoverable Balance	680.00
Cost of Suit and Title Search	550.00
Attorney's Fees	1,000.00
TOTAL	\$34,124.54

plus interest from 5/24/2005 at \$7.72 per day, costs of suit and attorney fees.

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

11. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.
12. The Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendant(s) by regular and certified mail on April 13, 2005. (A true and correct copy of the Notice is attached and marked as Exhibit "F").

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$34,124.51 together with the interest from 5/24/2005 at \$7.72 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

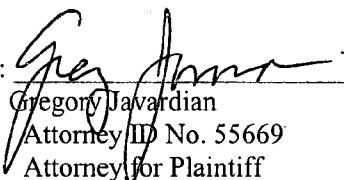
BY: 
Gregory Javardian
Attorney ID No. 55669
Attorney for Plaintiff

Exhibit "A"

Assignment 1929/160 5-4-98

REAL ESTATE MORTGAGE

Vol 1922 PAGE 446

THIS MORTGAGE, made and entered into this 31st day of March 1998 by and between the undersigned, Brookley Neil Jones, an individual, by and between Family Mobile Homes, Inc., a Pennsylvania Association having an office and place of business at 1683 E. Pleasant Valley Blvd., Altoona, Pennsylvania 16602, herein called "Mortgagor"

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith, in the principal sum of Thirty-two Thousand Four Hundred Sixty-one and 00/100 Dollars (\$32,461.00), Mortgagor does by these presents sell, grant and convey to Mortgaggee, all that real estate situated in the County of Clearfield, 410 E. Market Street, Ward, Clearfield, PA 16830, known and numbered as 100, and described in Deed recorded in the Recorder's Office of said County at Deed Book Volume 1784, Page 275, and more particularly described as:

Street Address 100, Clearfield, PA 16830
City, Town, Post Office Clearfield, PA 16830

State Pennsylvania, and described in Deed recorded in the Recorder's Office of said County at Deed Book Volume 1784, Page 275, and more particularly described as:

"See Attached Exhibit A"

CLEARFIELD COUNTY

ENTERED OF RECORD

TIME 11:00 A.M. 4-3-78BY Family MobileREC'D 5:50

Karen L. Shantz, Recorder

TOGETHER with all the buildings and improvements thereon and additions thereto, including all ways, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereto belonging, or appurtenant, herein called the Mortgaged Premises TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgaggee, to and for the use and benefit of Mortgaggee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees:

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note, Mortgaggee, at its option, may defer the payment date of all wholly unpaid installments one or more months and charge a deferral charge therefor which shall be equal to the interest charge applicable to the month or months in which any installment is not required by reason of a deferral.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgaggee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and such other hazards in such amount and with such carriers as Mortgaggee shall require, upon loss if any payable to Mortgaggee as its interest may appear.
4. Mortgagor will neither commit nor suffer any sto. waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the covenants or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, Mortgaggee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Promissory Note and any other sum that may be due thereunder, including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgment at the applicable rate until the full amount due Mortgagor is paid. In the event Mortgagor fails to maintain insurance against fire and such other hazards as Mortgaggee requires, Mortgagor authorizes Mortgaggee at its option to obtain such insurance and charge Mortgagor for all costs thereof, which such costs Mortgagor agrees to pay, or to add such costs to the then remaining paid principal balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note.
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and no other direct or contingent liabilities of the Mortgagor hereof to the Mortgaggee hereof due or to become due whether now existing or hereafter contracted.
7. If all or part of the sums secured by this Mortgage are lent to the Mortgagor to acquire title to the property, this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases all benefits and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under said Promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof from attachment, levy or sale under execution, or providing for any stay of execution or other process, Mortgagor hereby renounces to Mortgaggee all rights and expectancy of dower, courtesy, or similar statutory rights.
9. The property, as described herein, has situated thereon a mobile home which the Mortgagor does intend to permanently affix to said property.

- 2004-27-1998

15:47

FAMILY HOMES INC

All that certain place or parcel of land situate in the Township of
Scaddens, County of Clearfield and State of Pennsylvania, bounded and
described as follows:

P.14

VOL 1922 PAGE 447

BEGINNING at an iron pin located on the East side of State Route #1012; said point is further described as being South seventy-two degrees, fifty-six minutes, thirty-five seconds East ($5^{\circ} 52' 56'' E$), five hundred eighty-six (586.00) feet from an iron pin located sixteen and five tenths (16.5) feet from centerline of said road; thence along other lands of
Cramers, South seventy-eight degrees, fifty-six minutes, thirty-five seconds East ($5^{\circ} 57' 56'' E$), seven hundred twenty (720.0) feet to an iron pin; thence still along other lands of Cramers, South seventy-eight degrees, three minutes, twenty-five seconds West ($5^{\circ} 57' 25'' W$) four hundred four and seventy-three hundredths (404.73) feet to an iron pin on line of lands now, or formerly of, Robert and Margaret Deegan; thence along lands of same, North fifty-nine degrees, fourteen minutes West ($36^{\circ} 14' 0'' W$) four hundred ninety-seven and thirty-one hundredths (497.31) feet to an iron pin; thence along lands now, or formerly of, Roger R. and William B. Kumberger, North fifty-five degrees, thirty-six minutes, ten seconds West ($35^{\circ} 36' 10'' W$) one hundred fifty and nineteen hundredths (150.19) feet to an iron pin; thence still along other lands of Cramers, North seven degrees, forty-four minutes, thirty seconds West ($7^{\circ} 44' 30'' W$) one hundred thirty-one and eighteen hundredths (131.18) feet to an iron pin and place of beginning.

CONTAINING 4.6616 acres and being part of the same premises
conveyed to Robert C. and Lawrence Graham and recorded in
Clearfield in Deed Book 304, page 351.

This conveyance includes the following fifty foot access easement
for the Grangers, his heirs, successors and assigns:

BEGINNING at an iron pin located on the East side of State Route #1012. Said point is sixteen and five tenths (16.5) feet from
centerline of said road; thence along said road, North nineteen
degrees, twenty minutes, five seconds West ($19^{\circ} 20' 05'' W$),
sixty-two and one tenth (62.1) feet to an iron pin; thence along
other lands of Cramers, South seventy-two degrees, fifty-six
minutes, thirty-five seconds East ($5^{\circ} 52' 56'' E$) six hundred
seventy-two and eighty-five hundredths (672.85) feet; thence
still along other lands of Cramers, South seventeen degrees,
three minutes, twenty-five seconds West ($37^{\circ} 03' 25'' W$) fifty
(50.0) feet to a point on line of Bradley Neil Jones; thence
along lands of same and other lands of Cramers, North seventy-
two degrees, fifty-six minutes, thirty-five seconds West ($5^{\circ} 52' 55'' W$) six hundred thirty-six (636.0) feet to an iron pin
and place of beginning. Said right-of-way access easement is
shown on map prepared by Shirley Farrey.

CONTAINING 0.7312 acres and being part of the same premises
conveyed to Robert C. and Lawrence Graham and recorded in Clearfield
Deed Book 304, page 351.

Exhibit "A"

This instrument was filed in this office
in recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Stenck

Karen L. Stenck
Recorder of Deeds

VOL 1922 PAGE 448

BUT PROVIDED ALWAYS, that if Mortgagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding. The covenants herein contained shall bind, and the benefits and advantages shall accrue to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Promissory Note of even date between Mortgagor and Mortgagee. IN WITNESS WHEREOF, the said Mortgagor has signed this Mortgage, with getting attested, on the date first above shown.

Signed Sealed and Delivered in the Presence of

Mary Kay Pritchard

Bradley Neil Jones (SEAL)

(SEAL)

(SEAL)

(SEAL)

I certify the above residence of the Mortgagor to be 1821 E. PLEASANT VALLEY BLVD., ALTOONA, PENNSYLVANIA 16602.

Mary Kay Pritchard

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Blair

On this 31st day of March, 1998, before me Melody J. Endress, my undersigned officer, personally appeared Bradley Neil Jones, an individual known to me (or satisfactorily proved) to be the person whose name is acknowledged he as Mortgagor, he subscribed to the within instrument and he executed the same for the purpose herein contained.

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

Melody J. Endress, Notary Public
Loyal Twp., Blair County
My Commission Expires April 6, 2002
Member Pennsylvania Association of Notaries

Melody J. Endress
Title of Officer

RECORDED on this 13 day of April, 1998, in the Recorder's Office of said County, in Mon-
Page Book Vol. 1, Page 1. Given under my hand and seal of the said
office, the day and year aforesaid.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

FROM

TO
FAMILY MOBILE
HOMES, INC.

MAIL TO
FAMILY MOBILE
HOMES, INC.

Entered of Record 4-13 1998 : 11:00 Karen L. Stack, Recorder

Exhibit "B"

Vol 1929 Page 160

Assignment of Mortgage

From Bradley Neil JonesTo Family Mobile Homes, Inc.Assigned To Signal Bank, NA

Mortgage Dated March 31, 1998

Mortgage Recorded April 13, 1998

Mortgage Book Vol. 1922 Page 446

In the Recorder's Office of Clearfield

State of Pennsylvania

Date, \$32,461.00

County

That

Know all Men by these Presents
FAMILY MOBILE HOMES, INC.The MORTGAGEE above named for and in consideration of the sum of
\$32,461.00ONE (\$1.00) Dollars
and/or money of the United States of America, to it in hand paid by Signal Bank, National Association Dollars
as or before the delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained,
sold, assigned, transferred and set over, and by these presents to grant, bargain, sell, assign, transfer and set over unto the said
Signal Bank, National Association
ITS SUCCESSORS and assignstogether with all the rights, remedies, incidents and appurtenances thereto belonging, or in anywise appertaining, and all the
rights, title, interest, estate, property, claim and demand whatsoever, of, in and to the same, and the premises therein described,
together with the bond or obligation in said Indenture of Mortgage mentioned, and thereby intended to be secured, and the warrant
of attorney to confess judgement thereto annexed, and all moneys due and to grow due therefrom.TO HAVE AND TO HOLD the same unto the said Signal Bank, National Association ITS
SUCCESSORS and assigns, and to direct the recorder of said County to note upon the margin of the record of said Mortgage,
this Assignment thereto.IN WITNESS WHEREOF, the said Corporation has caused its common and corporate seal to be affixed to this instrument by the
hand of its Vice President and the same to be duly attested by its Secretary this day of
April 17, 1998

Attest:

David W. Jones

FAMILY MOBILE HOMES, INC.

Name of Corporation

President



Commonwealth of Pennsylvania
County of: Blair

Vol 1929 Page 161

On the 28th day of April 1998 before
me, the subscriber & NOTARY PUBLIC personally appeared DAVID C. GEHMAN, PRESIDENT, of the said CORPORATION who
being duly sworn according to law, says that she/he was personally present at the execution of the within Assignment of Mortgage,
and saw the common or corporate seal of said Corporation duly affixed thereto, that the seal so affixed is the common or corporate
seal of said Corporation, that the said Assignment of Mortgage was duly sealed and delivered by DAVID C. GEHMAN, PRESIDENT
of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned, and
that the name of this Deponent

DAVID C. GEHMAN, PRESIDENT of said Corporation, subscribed to the Assignment of
Mortgage in attestation of its due execution and delivery, are of their own hand and of their
respective handwritings.

Notary Seal
Melody J. Endres, Notary Public
Ligonier, Blair County
My Commission Expires April 6, 2002
My Commission Number 104044
Pennsylvania Notary Public Association Member

David C. Gehman
President

SWORN and subscribed before me, the day and year aforesaid

WITNESS my hand and Notarial seal

My commission expires 4/6/02

Melody J. Endres
Notary Public



Certificate of Residence

I, Melody J. Endres,
Family Mobile Homes, Inc., 1603 E Pleasant Valley Blvd., Altoona, Pennsylvania 16602
Witness my hand this 28th day of April 1998
do hereby certify that place of residence is

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:56 PM
BY Karen L. Stank
FEES 0.75
Karen L. Stank, Recorder

Number _____
Received _____

Assignment of
Mortgage

From _____
To _____
Date _____
Year _____

FAMILY MOBILE HOMES, INC.
1603 E. Pleasant Valley Blvd.
Altoona, Pennsylvania 16602

To _____
Signal Rental National Association
1000 15th Street, N.W.
Washington, D.C. 20004

Page, 1

Recorder of Deeds is requested to file
this Assignment to
FAMILY MOBILE HOMES, INC.
1603 E. Pleasant Valley Blvd.
Altoona, Pennsylvania 16602

Deed recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Stank
Karen L. Stank
Recorder of Deeds

RECORDED on the 18 day of May 1998
in the Recorder's Office of the Clearfield County, in
Mortgage Book Volume 1 page 1
Given under my hand and the seal of the said
Office the day and year aforesaid.

Entered of Record 5-11-98 2:56 Karen L. Stank, Recorder

Exhibit "C"

DEMAND NOTE

DATED: March 31, 1998

AT: Family Mobile Homes, Inc.
RR1 Box 560
Woodland, PA 16881

ON DEMAND, AT THE TIME SET FORTH MORE SPECIFICALLY BELOW, AFTER THIS DATE FOR VALUE RECEIVED AND INTENDING LEGALLY TO BE BOUND THEREBY, the undersigned, Bradley Neil Jones, an individual (hereinafter referred to as "Maker") does hereby promise to pay, without defalcation, to the order of Family Mobile Homes, Inc., a Pennsylvania business corporation (hereinafter referred to as "Holder") at any office of the Holder, the sum of Thirty-two Thousand Four Hundred Sixty-one and 00/100 Dollars (\$ 32,461.00) lawful money of the United States of America.

PURPOSE OF LOAN

This loan is entered into between Holder and Maker in order that Maker may purchase a mobile home, more specifically described as follows: 1998 Skyline Limited Edition 64' x 14' VIN #: to be assigned. This Note is meant to provide temporary financing to Maker until the time the mobile home is actually delivered. Thereafter, Maker will enter into permanent financing by means of a permanent installment sales agreement with a local bank or financial institution (hereinafter referred to as "Bank"). The monies due under this Demand Note shall, therefore, accrue no interest and require no periodic payments until such time as Bank provides the permanent financing which will be used to pay this Note in full.

TIME OF PAYMENT

Payment of this Note is due on demand or after the day which the above-described mobile home is delivered to Holder. This Note may also be paid by Maker before the time of delivery without any penalty or premium if Maker so chooses. Once the permanent installment sales agreement is entered into by Maker and Bank and the proceeds are used to pay Holder, this Demand Note will be marked "Paid in Full" and returned to Maker.

SECURITY

Simultaneously with the execution of this Note, the Maker has executed and delivered to the Holder a mortgage securing the same (hereinafter called the "Mortgage"), which Mortgage covers a certain tract and improvements thereon, described as follows:

"See Attached Exhibit A"

At the time Maker enters into the permanent installment sales agreement with Bank, Mortgage will be assigned by Holder to Bank in order to provide security for the permanent financing. Additionally, Maker will pledge as security the above-described mobile home such that Bank will have a first lien interest in the home.

ADDITIONAL PROVISIONS

The Maker hereby covenants and agrees as follows:

1. All of the terms, covenants, conditions and provisions of the Mortgage are incorporated herein by reference and are made a part hereof, and any breach or violation thereof shall constitute a breach or violation of this Note.

2. If the Maker shall fail to pay any sum required to be paid by the Maker under this Note or the Mortgage, after demand has been made by Holder as set forth above, or if Maker shall fail to perform any other provision hereof or of the Mortgage on the part of the Maker to be performed, then in any such event, at the option of the Holder, the whole unpaid balance of the above principal sum and all other sums due hereunder or secured by the Mortgage or required to be paid by the mortgagee thereunder, shall become due and payable immediately without notice to the Maker.

3. All of the covenants herein contained shall accrue to the benefit of the successors and assigns, voluntary or involuntary, of Family Mobile Homes, Inc., and shall bind the Maker and Maker's heirs, legal representatives, heirs, successors, and assigns.

4. It is agreed that in the event of default hereunder or under the accompanying Mortgage or demand for payment as set forth above:

(a) The entire unpaid balance of said principal sum and all other sums secured by said Mortgage, shall at the option of Holder, become due and payable immediately and payment may be enforced and recovered at once, and

(b) Interest at the legal rate shall begin to accrue on the date the default occurs until such time as the entire amount due under the Note, including said interest, is paid in full, and

(c) If a judgment is entered against Maker or a complaint filed hereunder in any court, an attorney's commission for collection, viz: fifteen (15%) per cent of the total of all amounts secured by the accompanying Mortgage, besides costs of suit, shall become due and payable in addition to all other sums.

ALL that certain piece or parcel of land situate in the Township of Bradford, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of State Route #1012; said point is further described as being South seventy-two degrees, fifty-six minutes, thirty-five seconds East (S 72° 56' 35" E), five hundred eighty-six (586.00) feet from an iron pin located sixteen and five tenths (16.5) feet from centerline of said road; thence along other lands of Grantors, South seventy-two degrees, fifty-six minutes, thirty-five seconds East (S 72° 56' 35" E), seven hundred twenty (720.0) feet to an iron pin; thence still along other lands of Grantors, South seventeen degrees, three minutes, twenty-five seconds West (S 17° 03' 25" W) four hundred four and seventy-three hundredths (404.73) feet to an iron pin on line of lands now, or formerly of, Robert and Margaret Doran; thence along lands of same, North fifty-six degrees, fourteen minutes West (N 56° 14' W) four hundred ninety-seven and thirty-one hundredths (497.31) feet to an iron pin; thence along lands now, or formerly of Roger R. and William B. Bumbarger, North fifty-five degrees, thirty-six minutes, ten seconds West (N 55° 36' 10" W) one hundred fifty and nineteen hundredths (150.19) feet to an iron pin; thence still along other lands of Grantors, North seven degrees, forty-four minutes, thirty seconds West (N 7° 44' 30" W) two hundred thirty-nine and eighteen hundredths (239.18) feet to an iron pin and place of beginning.

CONTAINING 4.6816 acres and being part of the same premises conveyed to Robert C. and Luerne Graham and recorded in Clearfield in Deed Book 504, page 393.

THIS conveyance includes the following fifty foot access easement for the Grantee, his heirs, successors and assigns:

BEGINNING at an iron pin located on the East side of State Route #1012. Said point is sixteen and five tenths (16.5) feet from centerline of said road; thence along said road, North nineteen degrees, twenty minutes, five seconds West (N 19° 20' 05" W), sixty-two and one tenth (62.1) feet to an iron pin; thence along other lands of Grantors, South seventy-two degrees, fifty-six minutes, thirty-five seconds East (S 72° 56' 35" E) six hundred seventy-two and eighty-five hundredths (672.85) feet; thence still along other lands of Grantors, South seventeen degrees, three minutes, twenty-five seconds West (S 17° 03' 25" W) fifty (50.0) feet to a point on line of Bradley Neil Jones; thence along lands of same and other lands of Grantors, North seventy-two degrees, fifty-six minutes, thirty-five seconds West (N 72° 56' 35" W) six hundred thirty-six (636.0) feet to an iron pin and place of beginning. Said right-of-way access easement is shown on map prepared by Shirokey Surveys.

CONTAINING 0.7512 acre and being part of the same premises conveyed to Robert C. and Luerne Graham and recorded in Clearfield deed book 504, page 393.

Exhibit "A"

Exhibit "D"

Insurance Disclosures

If any insurance is obtained through the Seller, the policies or certificates issued by the Companies named will describe the terms, conditions and benefits.

Required Property Insurance. PROPERTY INSURANCE IS REQUIRED, BUT MAY BE OBTAINED THROUGH ANY PERSON YOU CHOOSE. YOU HAVE THE OPTION OF FURNISHING THE REQUIRED AMOUNT OF INSURANCE THROUGH YOUR EXISTING INSURANCE POLICY(IES) OR FROM ANY INSURER ACCEPTABLE TO US WHO IS AUTHORIZED TO TRANACT THE INSURANCE BUSINESS IN PENNSYLVANIA. WE MAY FOR GOOD CAUSE DECLINE THE INSURANCE YOU PROVIDE.

If you want to purchase property insurance from the Seller, indicate your desire to do so by checking the appropriate box (Item 4D of the "Itemization of Amount Financed" on page 1) and signing below. The total premium for this insurance is the amount shown in Item 4D and the term is: 80 months

IF THIS BOX IS CHECKED, YOU DO NOT DESIRE TO OBTAIN PROPERTY INSURANCE FROM SELLER AND HAVE PURCHASED THE REQUIRED PROPERTY INSURANCE FROM:

(Agent's Name)

(Agent's Address)

(Name of Insurance Company)

Optional Credit Insurance. Credit life insurance is not required in connection with this sale, is not a factor in our approval of the extension of credit, and will not be provided unless you sign below, complete a separate application, and agree to pay the additional costs. If two Buyers sign this Agreement, both are entitled to obtain credit life insurance. No charge is made for credit life insurance and no such insurance is provided unless you show what coverage you want by checking the proper box (Items 4A and 4B of the "Itemization of Amount Financed" on page 1) and signing below. The premium for this insurance is the amount shown in Items 4A and 4B as applicable and is for the original term of this Agreement unless otherwise indicated below.

Insurance Company _____

Credit Life - Term: _____ Months.

I DESIRE TO OBTAIN THE INSURANCE CHECKED ON PAGE 1 AND AGREE TO PAY THE PREMIUMS SHOWN ON PAGE 1.

Barry New Jr. 4-28-98

Date

Joint Buyer

Date

Each Buyer, Joint Buyer and Cosigner upon signing: promises to pay the Amount Financed together with a Finance Charge on the unpaid Amount Financed in installments as shown in the payment schedule on page 1. The Finance Charge will accrue monthly at the Annual Percentage Rate stated on page 1 beginning on the date of this Agreement and continuing until paid in full. Each Buyer and Joint Buyer and Cosigner upon signing also acknowledges that each has read this entire Agreement (including the pages following this) and agrees that this Agreement may be assigned to Signal Bank, NA. Each Cosigner acknowledges receipt of a completed "Notice to Cosigner" form prior to signing below.

NOTICE TO BUYER(S): SEE "WARRANTIES" PARAGRAPH ON PAGE 3.

NOTICE TO THE BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE CONTRACT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR RIGHTS.

Barry New Jr. (SEAL) Joint Buyer (SEAL) Cosigner (SEAL)

Name of Corporate or Partnership Buyer:

By: _____ (SEAL) Title: _____

By signing below you acknowledge that you have received a fully completed copy of this Agreement signed by the Seller.

Barry New Jr. (SEAL) Joint Buyer (SEAL) Cosigner (SEAL)

Name of Corporate or Partnership Buyer:

By: _____ (SEAL) Title: _____

Non-Buyer Owner(s) of Collateral (to be completed only when non-Buyers own an interest in the Collateral).

Each of the undersigned understands that he/she is not responsible for paying the entire debt of the Buyer(s), but agrees that the Secured Party has, and hereby grants to the Secured Party, a security interest in the Collateral described on page 1 and that each of the undersigned is bound by all the terms of the Agreement which relate to the security interest until the Buyer(s) has performed all obligations of this Agreement.

Non-Buyer Owner(s) of Collateral

Non-Buyer Owner(s) of Collateral

Collection Charges. If you default and we refer this Agreement for collection to any attorney who is not our salaried employee or a salaried employee of the holder of this Agreement, you will pay reasonable attorney's fees plus court costs.

Demand for Full Payment and Additional Remedies on Default. If you default under this Agreement by failing to pay any installment when due, failing to pay taxes levied on the Collateral, failing to furnish proof of payment of such taxes or by using the Collateral for illegal purposes, we may subject to your right to Notice of Default and Right to Cure, require immediate payment of the unpaid portion of the amount you owe us.

Reinstatement of Agreement. If we take possession of the Collateral on default, by legal process or otherwise, we will reinstate this Agreement and return the Collateral to you if you pay us all past due installments, accrued late charges, costs of any suit brought under this Agreement, and if the default at the time of repossession exceeds 15 days, expenses incurred for retaking, and storing Collateral.

Termination of Agreement. **Redemption of Collateral:** If we take possession of the Collateral other than by legal process, you will have the right to terminate this Agreement and to redeem the Collateral within 15 days after notice of repossession is mailed to you by paying to us the unpaid time balance, accrued default charges and, if default at the time of repossession exceeds 15 days, the authorized costs of retaking, repairing and storing the Collateral, less rebate of the unearned finance charge.

Safe of Collateral. If on default and repossession, you do not reinstate or terminate the Agreement and redeem the Collateral, you will forfeit all claim to the Collateral and we may sell the Collateral at a public or private sale. If the proceeds of such sale do not equal the expenses of the sale and repossession plus the net balance due on this Agreement and any accrued default charges, we may recover the deficiency from you. We will have all the remedies of a secured party under the Uniform Commercial Code.

Taxes. You are responsible for and will pay when due all taxes and assessments levied on the Collateral or on the real estate on which the Collateral is located. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of Payments then owing and you will be charged a finance charge on the amount we paid at the highest lawful Agreement rate.

Other Provisions. You warrant that you are the owner of any property traded in on this purchase and that such property has no liens or security interests against it except those you disclose to Seller and that the information in your credit application is true and complete. This Agreement contains the entire agreement between you and us. Any waiver or change in the terms of this Agreement must be in writing and signed by us. No oral changes are binding. The laws of the United States and Pennsylvania govern this Agreement. No delay or omission by us in exercising any right or remedy under this Agreement shall be deemed to be a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right or remedy by us at any other time. You waive any defenses based on the suretyship, impairment of collateral, the discharge or release of any party or the Collateral and any benefits of any provision of law which would result in the discharge of any party. You agree that the terms and conditions of this Agreement shall be binding upon your heirs, executors, administrators, successors, and assigns. If any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement shall be construed and enforced as if that provision, to the extent of such provision's unenforceability, were not contained herein, and the remaining provisions of this Agreement shall continue in full force and effect.

Notice:

Any holder of this consumer credit Agreement is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Subsequent Assignment. For value received, Assignor hereby transfers and assigns to NationsBank, N.A. (hereinafter, with its successors and assigns, NationsBank) all of its right, title and interest in this Agreement and the Collateral described herein. This transfer and assignment is made pursuant to and subject to all of the terms and provisions of any Agreement between Assignor and NationsBank by which NationsBank has heretofore agreed to accept the transfer and assignment of Agreements from Assignor. Assignor hereby repeals all of the representations and warranties contained in any such Agreement. In addition, Assignor represents and warrants to NationsBank that (1) this Agreement represents a bona fide sale of the Collateral described herein; (2) the Collateral has been delivered to and accepted by the Buyers named herein; (3) this Agreement is legal, valid and binding obligation of all parties on this Agreement are genuine; (5) this Agreement is not subject to any defense, claim, counterclaim, or right of offset against the seller or Assignor or NationsBank; (6) Seller and Assignor have complied with all federal, state, and local laws and regulations which apply to this Agreement and the transaction or title in or to this Agreement or the Collateral; (7) Assignor is the sole and unconditional owner of this Agreement and no third party has any security interest, right, claim money security interest in the Collateral; (8) the security interest in the Collateral which is created in this Agreement is a valid first and prior purchase was 18 years of age or older on the date the Agreement was executed; and (10) each of the Obligors makes each of the foregoing representations and warranties to NationsBank to induce NationsBank to purchase this Agreement. If any representation or warranty concerning this Agreement, whether herein or otherwise made, is untrue or misleading in any material respect, Assignor will promptly repurchase this Agreement from NationsBank by paying to NationsBank the unpaid balance of the amount outstanding under this Agreement. Obligations of Assignor to NationsBank as set forth herein are in addition to all other obligations of Assignor to NationsBank under any Agreement between NationsBank and Assignor. In the event NationsBank sustains any loss or damage by reason of any claim or defense which the Obligors have against Seller including, without limitation, NationsBank's reasonable attorneys' fees (whether or not suit is filed), including any incurred in bankruptcy or appellate proceedings, and other expenses, Assignor shall pay NationsBank upon demand for such loss or damage. (See page 3 for signature of Assignor.)

Guaranty By Seller Or Third Person. The undersigned jointly and severally guaranteed the payment, when due, to any holder of this Agreement ("Holder") of all amounts from time to time owing on this Agreement, including, without limitation, the Amount Financed, finance charges, expenses and attorneys' fees, incurred by Holder in enforcing the Agreement or this guaranty against all parties who have signed the Agreement in any capacity ("Obligors"). The undersigned agrees to pay all amounts owing hereunder upon demand, without requiring any prior action or proceedings against Obligors or the Collateral and hereby waive any right the undersigned may have to require the Holder to proceed against the Obligors or the Collateral. Holder may apply any payment from any of the Obligors or the undersigned or from disposition of the Collateral in such order and to such obligations as the Holder may elect, and the undersigned will be discharged only to the extent that the undersigned or the Obligors have made payment under the Agreement. Holder's failure to perfect any security interest granted by the foregoing Agreement shall not affect in any manner any guarantor's liability. The undersigned consent to and waive notice of all advances of additional monies, extensions, renewals or modifications of the Agreement, and hereby waive notice of acceptance of this guaranty, presentment, demand, protest, notice of protest and notice of dishonor. The undersigned waive any defense based on suretyship, impairment of Collateral, guaranty. The undersigned acknowledges receipt of a completed "Notice to Cosigner" form prior to the undersigned's signing below.

Signature of Guarantor

(Seal)

Address _____

Signature of Guarantor

(Seal)

Address _____

Pennsylvania

5. Maker acknowledges that all notices given by Holder as required by federal or state law reflect the financial information relating to the permanent installment sales agreement which Maker will enter into with Bank since it is this agreement which will establish the duration, the interest rate, and the monthly payment for this transaction.

6. All disputes arising under this Note shall be decided in the Blair County Court of Common Pleas.

7. All covenants, promises and conditions set forth in this Note other than the obligation of repayment shall survive payment in full hereunder until such time as the permanent installment sales agreement is also paid.

IN WITNESS WHEREOF, Intending to be legally bound hereby, the Maker has caused these presents to be duly executed,
the day and year first above written.

IN WITNESS:

Mary Kay Pritchard

Bradley Neil Jones (SEAL)

NAME _____ (SEAL)

NAME _____ (SEAL)

NAME _____ (SEAL)

Exhibit "E"

ALL that certain piece or parcel of land situate in the Township of Bradford, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the East side of State Route #1012; said point is further described as being South seventy-two degrees, fifty-six minutes, thirty-five seconds East ($S 72^\circ 56' 35'' E$), five hundred eighty-six (586.00) feet from an iron pin located sixteen and five tenths (16.5) feet from centerline of said road; thence along other lands of Grantors, South seventy-two degrees, fifty-six minutes, thirty-five seconds East ($S 72^\circ 56' 35'' E$), seven hundred twenty (720.0) feet to an iron pin; thence still along other lands of Grantors, South seventeen degrees, three minutes, twenty-five seconds West ($S 17^\circ 03' 25'' W$) four hundred four and seventy-three hundredths (404.73) feet to an iron pin on line of lands now, or formerly of, Robert and Margaret Doran; thence along lands of same, North fifty-six degrees, fourteen minutes West ($N 56^\circ 14' W$) four hundred ninety-seven and thirty-one hundredths (497.31) feet to an iron pin; thence along lands now, or formerly of Roger R. and William S. Bumbarger, North fifty-five degrees, thirty-six minutes, ten seconds West ($N 55^\circ 36' 10'' W$) one hundred fifty and nineteen hundredths (150.19) feet to an iron pin; thence still along other lands of Grantors, North seven degrees, forty-four minutes, thirty seconds West ($N 7^\circ 44' 30'' W$) two hundred thirty-nine and eighteen hundredths (239.18) feet to an iron pin and place of beginning.

CONTAINING 4.6816 acres and being part of the same premises conveyed to Robert C. and Lurene Graham and recorded in Clearfield in Deed Book 504, page 393.

THIS conveyance includes the following fifty foot access easement for the Grantee, his heirs, successors and assigns:

BEGINNING at an iron pin located on the East side of State Route #1012. Said point is sixteen and five tenths (16.5) feet from centerline of said road; thence along said road, North nineteen degrees, twenty minutes, five seconds West ($N 19^\circ 20' 05'' W$), sixty-two and one tenth (62.1) feet to an iron pin; thence along other lands of Grantors, South seventy-two degrees, fifty-six minutes, thirty-five seconds East ($S 72^\circ 56' 35'' E$) six hundred seventy-two and eighty-five hundredths (672.85) feet; thence still along other lands of Grantors, South seventeen degrees, three minutes, twenty-five seconds West ($S 17^\circ 03' 25'' W$) fifty (50.0) feet to a point on line of Bradley Neil Jones; thence along lands of same and other lands of Grantors, North seventy-two degrees, fifty-six minutes, thirty-five seconds West ($N 72^\circ 56' 35'' W$) six hundred thirty-six (636.0) feet to an iron pin and place of beginning. Said right-of-way access easement is shown on map prepared by Shirokey Surveys.

CONTAINING 0.7512 acre and being part of the same premises conveyed to Robert C. and Lurene Graham and recorded in Clearfield deed book 504, page 393.

Exhibit "A"

Exhibit "F"

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

April 13, 2005

BRADLEY NEIL JONES
1818 SHILOH ROAD
BRADFORD TOWNSHIP
WOODLAND, PA 16881

BRADLEY NEIL JONES
410 EAST MARKET STREET
WOODLAND, PA 16881

BRADLEY NEIL JONES
RD #1 BOX 217
WOODLAND, PA 16881

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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

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

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

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

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

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

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): **BRADLEY NEIL JONES**
PROPERTY ADDRESS: **410 E. MAKET STREET, WOODLAND, PA 16881 N/K/A
1818 SHILOH ROAD, WOODLAND, BRADFORD TWP., PA
16881**
LOAN ACCT. NO.: **0010656379**
ORIGINAL LENDER **FAMILY MOBILE HOMES**
CURRENT LENDER/SERVICER: **BANK OF AMERICA**

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE
YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE
PAYMENTS**

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

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

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

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

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

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

AGENCY ACTION- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing 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 PURPOSE 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: 410 E. MARKET STREET N/K/A 1818 SHILOH ROAD, BRADFORD TWP., WOODLAND, PA 16881 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: 9/28/04 through 3/28/05.

Monthly Payments Plus Late Charges:	\$4,925.16
Corporate Advance:	\$ 565.00
TOTAL:	\$5,490.16

B. ACTIONS (Do not use if not applicable): N/A

HOW TO CURE THE DEFAULT- You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5,490.16 PLUS ANY PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, Attention: Donna Card, 4161 Piedmont Parkway, Greensboro, NC 27410.

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) N/A.

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 attorney to start legal action to foreclosure upon your mortgage property.

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

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

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

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

HOW TO CONTACT THE LENDER-

Name: Bank of America
Address: NC4-105-02-48, 4161 Piedmont Parkway
City and State: Greensboro, NC 27410
Tel no. 1-800-588-5402
Contact: Donna Card

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.

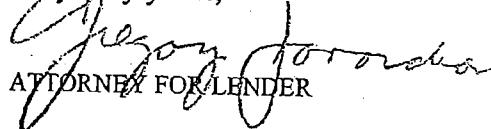
ASSUMPTION OF MORTGAGE- You may or XX may not (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale that the other requirements of the mortgage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

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,


ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

CLEARFIELD COUNTY

CS of Northeastern PA
W. Hamilton Avenue
e College, PA 16801
I) 238-3668

CS of Western PA
A College Park Plaza
ntown, PA 15904
-511-2227

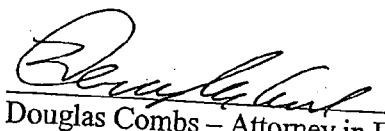
CS of Western PA, Inc.
E. Plank Road
ona, PA 16602
-511-2227

ana Co. Community Action Program
Water Street
187
ana, PA 15701
I) 465-2657

stone Economic Development Corp.
4 Mary Grace Lane
ntown, PA 15901
I) 535-6556

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.



Douglas Combs - Attorney in Fact

THE LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ATTORNEY I.D. # 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA S/B/M FLEET
NATIONAL BANK
NC 4-105-02-63
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410-8110
PLAINTIFF

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

NO. 05-1009 CD

VS.

BRADLEY NEIL JONES
A/K/A BRADLEY N. JONES
1818 SHILOH ROAD
BRADFORD TOWNSHIP
WOODLAND, PA 16881
DEFENDANT(S)

FIRST AMENDED COMPLAINT IN
MORTGAGE FORECLOSURE

CERTIFICATE OF SERVICE

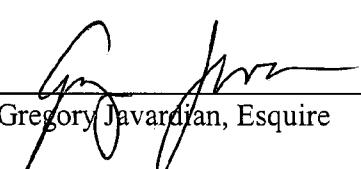
TO THE PROTHONOTARY:

I hereby certify that a copy of Plaintiff's First Amended Complaint in Mortgage
Foreclosure was mailed to the following individuals by regular mail, first class United
States mail, postage prepaid on the date set forth below.

John Sughrue, Esquire
23 North Second Street
Clearfield, PA 16830
Attorney for Defendant

Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830

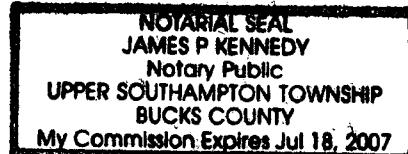
Dated: 9/12/05
SWORN TO AND SUBSCRIBED
BEFORE ME THIS ~~12~~ ¹³ DAY OF September, 2005.



Gregory Javardian, Esquire



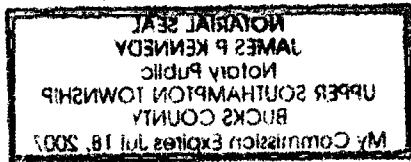
NOTARY PUBLIC



FILED

SEP 13 2005

William A. Shaw
Prothonotary/Clerk of Courts



CA

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

BANK OF AMERICA S/B/M FLEET : #2005-1009-CD
NATIONAL BANK NC 4-105-02-63 :
4161 PIEDMONT PARKWAY :
GREENSBORO NC 27410-8110 : PRELIMINARY OBJECTIONS
Plaintiff :
: Filed on Behalf of: Defendant
vs :
: BRADLEY NEIL JONES A/K/A :
BRADLEY N. JONES :
1818 Shiloh Road :
Bradford Township :
Woodland, PA 16881 :
Defendant :
: Filed by Counsel for Defendant:
: John Sughrue, Esquire
: 23 North Second Street
: Clearfield, PA 16830
: PA Supreme Court ID #01037
: (814) 765-1704
: Counsel of Record for Plaintiff:
: Law Offices of Gregory Javardian
: Gregory Javardian
: 1310 Industrial Boulevard
: 1st Floor, Suite 101
: Southampton, PA 18966
: (215) 942-9690
:

FILED ⁶⁸
01231002 402
AUG 24 2005 Atty
Sughrue

William A. Shaw
Prothonotary/Clerk of Courts

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

BANK OF AMERICA S/B/M	:	
FLEET NATIONAL BANK	:	
NC 4-105-0263	:	
Plaintiff	:	No. 05-1009-CD
vs.	:	
BRADLEY NEIL JONES a/k/a	:	
BRADLEY N. JONES	:	
1818 Shiloh Road	:	
Bradford Township	:	
Woodland, PA 16881	:	
Defendant	:	

**DEFENDANT'S PRELIMINARY
OBJECTIONS TO COMPLAINT**

AND NOW comes Defendant, Bradley N. Jones by his attorney, John Sughrue, pursuant to Pa.R.C.P. Rule 1028(a) and files Preliminary Objections to Plaintiff's Complaint as follows:

**I: FAILURE OF THE COMPLAINT TO CONFORM TO
LAW OR RULE OF COURT PURSUANT TO RULE 1028(a) (2)**

1. The Note dated March 31, 1998, referred to in paragraph 4 is not attached either as Exhibit "B" or Exhibit "C";
2. Contract dated April 28, 1998, attached as Exhibit "C" is incomplete and, as a result, cannot be read in its entirety.
3. The Rules of Civil Procedure require documents giving rise to a cause of action to be attached to the Complaint.

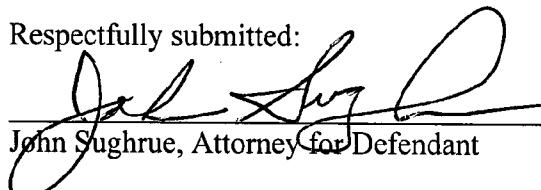
WHEREFORE, Defendant respectfully moves the Honorable Court to direct Plaintiff to attach said documents or, in the alternative, dismiss the Complaint pursuant to Rule 1028 for failure to comply to the law and Rules of Court.

**II: INSUFFICIENT SPECIFICITY IN A
PLEADING PURSUANT TO RULE 1028(a)(3)**

4. The averments set forth in Paragraphs 1 through 3 above are incorporated herein by reference as though the same were set forth herein at length verbatim.
5. Paragraph 7 states a conclusion, specifically, "the mortgage is now in default due to the failure of Defendant to make payments as they become due and owing..." .
6. Paragraph 7 fails to set forth material facts of default, including the payments that were allegedly not made when due and owing, the dates, time and places the same were due, the amounts paid by Defendant, if any, and the factual basis giving rise to the alleged amounts being due.
7. Without a more specific pleading with respect to Paragraph 7, Defendant and his counsel are not being sufficiently informed with respect to the cause of action to enable them to prepare and file a full, adequate and truthful response.

WHEREFORE, Defendants move the Honorable Court to Order the Plaintiff to plead more specifically with respect to the basis for alleging default, including the amounts alleged to be due and unpaid, the basis for computing said amounts, the due dates and amounts paid during said period, if any, and in the event Plaintiff fails to do so, Defendant asks the Court to dismiss the Complaint with costs of this action taxed to the Plaintiff.

Respectfully submitted:


John Sughrue, Attorney for Defendant

CERTIFICATE OF SERVICE

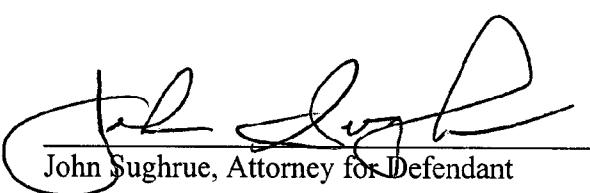
AND NOW, I do hereby certify that on August 24, 2005, I caused a true and correct copy of DEFENDANT'S PRELIMINARY OBJECTIONS TO COMPLAINT to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid
Addressed as Follows:

Gregory Javardian, Esquire
Law Offices of Gregory Javardian
1310 Industrial Boulevard
First Floor, Suite 101
Southampton, PA 18966

Clearfield County Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830

Date: August 24, 2005



John Sughrue, Attorney for Defendant

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

BANK OF AMERICA S/B/M FLEET
NATIONAL BANK NC 4-105-02-63
4161 PIEDMONT PARKWAY
GREENSBORO NC 27410-8110

VS

BRADLEY NEIL JONES A/K/A
BRADLEY N. JONES
1818 Shiloh Road
Bradford Township
Woodland, PA 16881

Defendant

*
*
*
*
*
*
* No. #2005-1009-CD
*
* IN FORECLOSURE
*
*
*
*
*
*
*
* Type of Case: **Civil Action**
*
* Type of Pleading: **Answer & New Matter**
* **to First Amended Complaint**

* **Counsel of Record for this Party:**

* John Sughrue, Esq.
* Supreme Court No. 01037
* 23 North Second Street
* Clearfield, PA 16830
* Phone: (814) 765-1704
* Fax: (814) 765-6959

*** Other Counsel of Record:**

* Gregory Javardian, Esq.
* P.A. ID # 55669
* 1310 Industrial Boulevard
* 1st Floor, Suite 101
* Southampton, PA 18966
* Phone: (215) 942-9690

FILED 1ec
013-4381 Atty Seighmire
OCT 06 2005 LM

William A. Shaw
Prothonotary/Clerk of Courts

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

BANK OF AMERICA S/B/M	:	
FLEET NATIONAL BANK	:	
NC 4-105-0263	:	
Plaintiff	:	No. 05-1009-CD
vs.	:	IN FORECLOSURE
BRADLEY NEIL JONES a/k/a	:	
BRADLEY N. JONES	:	
1818 Shiloh Road	:	
Bradford Township	:	
Woodland, PA 16881	:	
Defendant	:	

N O T I C E

TO: Plaintiff:

**YOU ARE HEREBY NOTIFIED to file a written response to the enclosed NEW
MATTER within twenty (20) days from service hereof or a judgment may be entered against
you.**



John Sughrue, Esquire
Attorney for Defendant

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

BANK OF AMERICA S/B/M	:	
FLEET NATIONAL BANK	:	
NC 4-105-0263	:	
Plaintiff	:	No. 05-1009-CD
	:	
vs.	:	IN FORECLOSURE
BRADLEY NEIL JONES a/k/a	:	
BRADLEY N. JONES	:	
1818 Shiloh Road	:	
Bradford Township	:	
Woodland, PA 16881	:	
Defendant	:	

ANSWER AND NEW MATTER
TO FIRST AMENDED COMPLAINT

AND NOW COMES the Defendant Bradley N. Jones, by his attorney, John Sughrue, and responds to the civil action filed against him in the above-captioned matter as follows:

ANSWER

1. Admitted.
2. Admitted.
3. Admitted as stated with respect to purpose. It is denied that this action to foreclose is justified. On information received, Defendant believes and therefore avers that said Mortgage does not constitute security for Defendant's obligation under that certain Retail Installment Contract dated April 28, 1998, which is attached to Plaintiff's complaint as Exhibit D.
4. Denied. On the contrary, it is noted that the Assignment of Mortgage, Plaintiff's Exhibit B, is to Signal Bank, NA, Assignee. Further, it is denied that Plaintiff is the holder of the Note by virtue of said Assignment. The Assignment, Exhibit B, assigns only the Mortgage, which is a security instrument separate from the Note. Defendant is without information and knowledge

sufficient to form a belief as to the truth of the allegation that Plaintiff is holder of the Note and strict proof thereof, if relevant, is demanded at the trial of this action. On the contrary, on information received, Defendant believes and therefore avers that said Note was a temporary financing instrument and was paid in full.

5. Denied as stated. The Mortgage, when originally executed, was for the purpose of securing the indebtedness of the Note. For the same to be true today, Plaintiff must be the current holder of the Note. On information received, Defendant believes that said Note was paid in full at or about the same time Defendant executed the Retail Installment Contract attached to Plaintiff's Complaint as Exhibit D. Exhibit C is not an accurate copy of the Note signed by Defendant on March 31, 1998. It is incomplete and a complete copy is demanded at trial of this action. As a result of the foregoing, Defendant believes and therefore avers that he was entitled to have said Mortgage marked satisfied upon such payment. Further, on information received, Defendant believes that said Mortgage does not constitute security for Defendant's obligation under the aforesaid Retail Installment Contract.

6. Exhibit D. is a true copy of a Retail Installment Contract signed by Defendant on April 28, 1998.

7. Admitted.

8. Admitted.

9. Denied. It is denied that the Mortgage is now in default due to Defendant's failure to make payments for the period September 28, 2004 through the filing of this action. On the contrary, said Note is believed to have been paid in full as aforesaid to the Note Holder, Family Mobile Homes, Inc. and as a result, Defendant is entitled to have said Mortgage marked satisfied. Further, Defendant has been making payments to Plaintiff pursuant to the aforesaid Retail

Installment Contract and is not in default because he has made payments on said Retail Installment Contract and Mortgage, if applicable, as follows:

A. From the date of contract through February 2005, the sum of \$283.61 per month, the amount originally due under said contract and later the sum of \$300.00 per month; and

B. In March 2005, Defendant was ready, willing and able to pay the monthly amounts properly due and tendered to Plaintiff, by check No. 475 on or about March 1, 2005, the sum of \$300.00, which was sufficient to pay the amount properly due Plaintiff. Said check was received by Plaintiff and refused by it as evidenced by Plaintiff's letter dated March 9, 2005, a copy of which is attached hereto as **Exhibit 1** and incorporated herein by reference;

C. Thereafter, Plaintiff continued to be ready, willing and able to pay his monthly payment but did not tender it for the reason that Plaintiff stated that it would not accept the monthly payment. Further, Defendant continues as of the filing of this answer to be ready, willing and able to pay the amount properly due the Plaintiff; and

Further, assuming that Plaintiff is the proper successor to Family Mobile Homes, Inc., Plaintiff breached its' obligations under the Retail Installment Contract, Note, if any, and Mortgage, including its' legal duties to the Defendant, generally, and for the reasons set forth under New Matter, all of which are incorporated herein by reference.

10. It is admitted that the Plaintiff alleges that said amount is presently due as a result of the default. It is denied that said amount is due. On the contrary, Defendant did not default and the payments made by Defendant were improperly applied by the Plaintiff to Defendant's account. Further, the Plaintiff demanded monthly payments from the Defendant, from time to time, in

varying amounts, all of which were improperly computed and demanded. Defendant made reasonable contacts and attempts to resolve the mistakes of Plaintiff and the Plaintiff failed or refused to justify their demand and/or resolve their errors through the filing of this Answer. Notwithstanding Plaintiff's breach, improper demand and refusal to resolve their errors, Defendant, in recognition of the debt, to indicate good faith and to avoid breach, continued to make monthly payments as aforesaid. The monthly payments only ended when the Plaintiff refused to accept the payment and returned the payment to the Defendant without justification. It is admitted that the principal balance properly computed and interest thereon is due and would have been paid in a timely manner, but for Plaintiff's breach and refusal to accept the payments.

10. Admitted as a correct statement if Plaintiff prevails on this Mortgage Foreclosure Action. It is denied that any attorney's fees are due in view of the Plaintiff's breach and conduct as aforesaid, all of which is incorporated herein by reference. On the contrary, as a result of Plaintiff's conduct as aforesaid, including its breach, it's unjustified filing of this action and its bad faith, Plaintiff is liable to the Defendant under the Pennsylvania Rules of Civil Procedure and statutes to pay reasonable attorney's fees incurred by Defendant in the defense of this action.

11. Admitted.

12. Admitted. Further, in response to said Act 91 Notice, Defendant by letter dated July 23, 2005, notified Plaintiff of the aforesaid discrepancies and his contest of the default notice and the amount alleged to be due. Notwithstanding the contents of said notice, Plaintiff failed or refused to address the dispute between the parties as to the amount of monthly payments due, the alleged errors by its escrow department and administrative staff and the issue of default or non-default. As of the filing of this Answer, Plaintiff has failed or refused to provide a verification of

the amount of the debt and/or the computation method of the debt or justification for its arbitrary and unilateral increase in the monthly payment alleged to be due.

WHEREFORE, Defendant moves the Honorable Court to determine that the Plaintiff does not have a valid cause of action and to enter judgment in favor of the Defendant, Bradley Neil Jones, and against the Plaintiff, forthwith, together with reasonable attorney's fees in accordance with the Pennsylvania Rules of Civil Procedure and statutes applicable thereto, with costs of this action taxed to Plaintiff. **Further, Plaintiff demands a jury trial on the issues and matters raised herein.**

NEW MATTER (Counterclaim)

13. The facts and averments set forth in the above Answer in paragraphs 1 through 12 are incorporated herein by reference as though the same were set forth herein at length verbatim.

14. The aforesaid demand Note dated March 31, 1998 was in the principal amount of \$32,461.00 and was held by Family Mobile Homes, Inc.

15. That the aforesaid demand Note of March 31, 1998 has been paid in full to Family Mobile Homes, Inc.

16. On information received, Defendant avers that the demand Note of March 31, 1998 was not assigned to Plaintiff and as a result, Plaintiff is not presently the holder of said Note.

17. That the aforesaid Retail Installment Contract was between Plaintiff and Family Mobile Homes, Inc.

18. That under the terms of the Retail Installment Contract, Defendant financed the purchase price of \$32,461.00 at 9.50% over three hundred months, payable in equal monthly installments of \$283.61.

19. The Retail Installment Contract did not require to Defendant to escrow real estate taxes or hazard insurance.

20. Plaintiff, on or about June 17, 2004 advised Defendant that it had placed hazard insurance on his premises for the period 4/28/2003 through 4/20/2004 at a charge of \$402.00.

21. On or about June 17, 2004, Plaintiff also advised Defendant that it had purchased hazard insurance for the subject premises at an estimated charge of \$430.00 for the year commencing 4/28/2004 and ending 4/28/2005.

22. That Defendant, upon discovering such lapse in his insurance, secured appropriate insurance on his own behalf and paid the premium effective August 11, 2004.

23. On or about August 11, 2004, Defendant secured a proper insurance policy from Clearfield County Grange Mutual Fire Insurance Company and provided proof of same to Plaintiff on three (3) occasions before Plaintiff acknowledge the same.

24. That Plaintiff, on or about September 1, 2004, canceled its insurance on the subject premises because of the aforesaid duplication and indicated that a one time charge of \$124.00 was charged to Defendant's account for the time the insurance was in place.

25. As a result of the foregoing, Plaintiff should have charged to Defendant's account the insurance premiums of \$430.00 and \$124.00 for a total of \$554.00.

26. On or about June 2004, Plaintiff alleged to properly change the monthly payment due from Defendant to \$697.88 apparently using an alleged projected disbursement for homeowner's insurance of \$1,455.00 per year, none of which was justified under the facts or under the law.

27. On or about June 2004, the Plaintiff arbitrarily, without justification, forwarded to Defendant a new monthly payment book for monthly payments of \$697.88, a significant and unjustified increase over the previous payments of \$283.61.

28. Notwithstanding the foregoing, Plaintiff failed to adjust its records and payments to reflect the foregoing facts.

29. During said period as aforesaid, Defendant was at all times making the payments due under his original Retail Installment Contract and according to his calculation owed no additional amount other than \$554.00 for insurance paid by Plaintiff.

30. Notwithstanding the foregoing, Plaintiff erroneously and improperly claimed that Defendant was seriously delinquent and that \$5,835.20 was required in order to bring the account current.

31. Plaintiff improperly and unlawfully demanded a sum of money to prevent foreclosure which was in fact not due and owing as of April 25, 2005. On or about April 2005, an Act 91 Notice from Plaintiff indicated erroneously that \$5,490.00 was required to make the account current.

32. Despite multiple contacts, Plaintiff has failed or refused to justify the monthly payments demanded and has failed to meet its obligations under the original note and mortgage. Further, Plaintiff has failed or refused, prior to initiating this foreclosure action, to provide an accounting or statement reflecting the charges made to Defendant's account and the application of payments received by it, all of which indicates its bad faith.

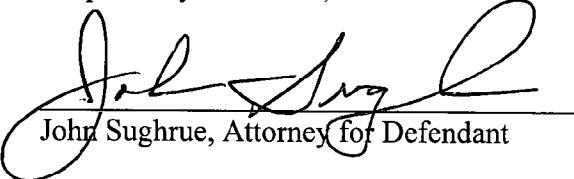
33. As a result of the Plaintiff's unjustified conduct as aforesaid, Defendant's credit has been negatively impacted, resulting in Defendant's inability to secure alternative financing of this obligation.

34. As a result of the Plaintiff's intentional and/or negligent conduct as aforesaid, Defendant has been required to retain counsel at significant expense to defend this action.

35. As a result of the Plaintiff's conduct as aforesaid, Plaintiff has breached its contract with the Defendant, as successor to Family Mobile Homes, Inc.

WHEREFORE, Defendant respectfully moves the Honorable Court to determine that the Plaintiff has breached its obligation to the Defendant and as such is liable to the Defendant for an amount equal to the improper charges made to Defendant's account and the misapplication of payments received together with reasonable attorney's fees and to enter judgment in favor of the Defendant and against the Plaintiff in said amount, with costs of this action taxed to the Plaintiff.

Respectfully submitted,



John Sughrue, Attorney for Defendant

Bank of America



NC4-105-02-66
P.O. Box 21992
Greensboro, NC 27420
(800) 633.4510

March 9, 2005

BRADLEY N JONES
1818 SHILOH RD
WOODLAND PA 16881

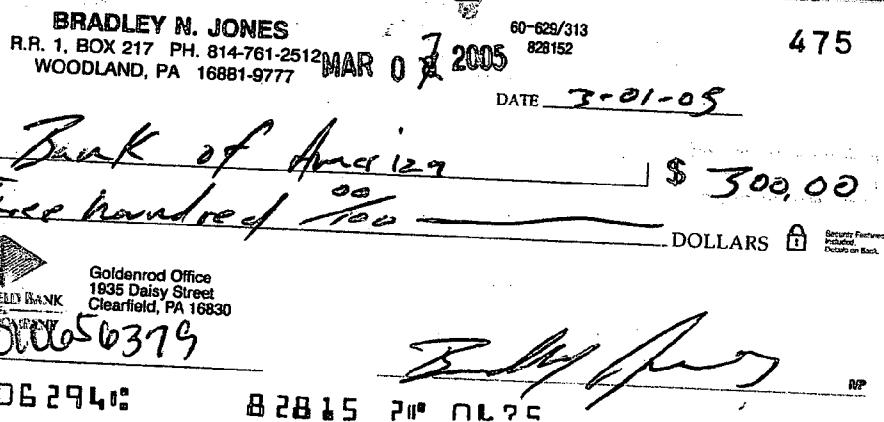
RE: Acct #0010656379

The above referenced loan is in default and is now in the foreclosure department. At this time Bank of America will only accept full reinstatement or payoff funds on this account.

Enclosed are the checks in the amount of 300.00, which were sent to Bank of America. These checks are being returned because they are not sufficient to fully reinstate the loan.

Should you wish to discuss the status of your account, you may contact the Advocacy Department at 800.633.4510. Your personal situation will determine whether you qualify to receive assistance to help bring your account current.

Sincerely,



VERIFICATION

I BRADLEY N. JONES, Defendant, verify that the statements made in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: October 6, 2005



Bradley N. Jones, Defendant

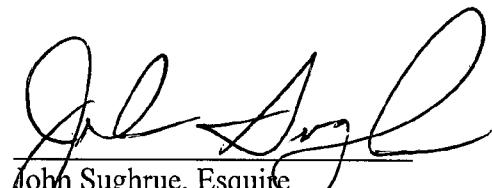
CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on October 6, 2005, I caused a true and correct copy of ANSWER and NEW MATTER to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid
Addressed as Follows:

Mr. Gregory Javardian, Esq.
1310 Industrial Boulevard
1st Floor, Ste. 101
Southampton, PA 18966

Date: October 6, 2005



John Sughrue, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100630
NO: 05-1009-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF AMERICA S/B/M FLEET NATIONAL BANK

vs.

DEFENDANT: BRADLEY NEIL JONES a/k/a BRADLEY N. JONES

SHERIFF RETURN

NOW, August 10, 2005 AT 3:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRADLEY NEIL JONES a/k/a BRADLEY N. JONES DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST. SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRADLEY JONES, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / DEHAVEN

FILED
04:00 PM
DEC 02 2005


William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	JAVARDIAN	26760	10.00
SHERIFF HAWKINS	JAVARDIAN	2759	27.10

Sworn to Before Me This

So Answers,

____ Day of _____ 2005


Chester A. Hawkins
Sheriff

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
Identification No. 55669
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690

Attorney for Plaintiff

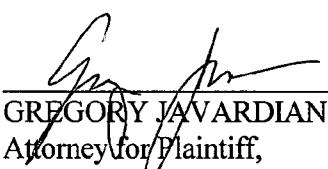
BANK OF AMERICA S/B/M FLEET NATIONAL BANK Plaintiff	COURT OF COMMON PLEAS TRIAL DIVISION CLEARFIELD COUNTY
vs.	No. 2005-1009-CD
BRADLEY NEIL JONES A/K/A BRADLEY N. JONES Defendants	

PRAECIPE TO DISMISS COMPLAINT WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly DISMISS the Complaint entered against defendants without Prejudice in the
above captioned case.

Date: May 19, 2006



GREGORY JAVARDIAN
Attorney for Plaintiff,

FILED
MAY 19 2006
11:58 am
MAY 22 2006
11:58 am
cc + 1 Cert of Disc
issued to Atty
Javardian
& copy to CJA
William A. Shaw
Prothonotary

THE LAW
Offices of

GREGORY JAVARDIAN

1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

May 19, 2006

Phone: (215) 942-9690
Fax: (215) 942-9695

Office of the Prothonotary
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

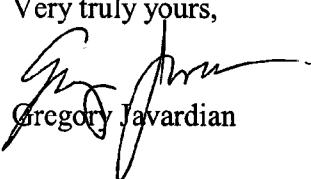
RE: Bank of America v. Bradley N. Jones
No.: 2005-1009-CD

Dear Sir/Madam:

Enclosed please the original and one (1) copy of a Praeclipe to Dismiss Complaint without prejudice with regards to the above case. Kindly file the original and return the extra copy to our office in the enclosed self-addressed stamped envelope.

If you should have any questions, please feel free to contact my office.

Very truly yours,


Gregory Javardian

GJ/jpk
Encl.

cc: John Sughrue, Esquire

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**Bank of America, N.A.
Fleet National Bank**

Vs. No. 2005-01009-CD
Bradley Neil Jones

CERTIFICATE OF DISCONTINUATION

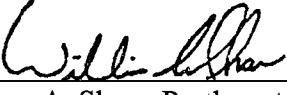
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 22, 2006, marked:

Dismissed

Record costs in the sum of \$85.00 have been paid in full by Gregory Javardian Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of May A.D. 2006.



William A. Shaw, Prothonotary