

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Marc J. Gelfand
722 Treasure Lake
Dubois, PA 15801
Defendant(s)

NO. 05-1554-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

FILED Any pd. 85.00
m/12:58:61
OCT 07 2005 ccshf
William A. Shaw
Prothonotary/Clerk of Courts

May 31, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

[Signature]
Deputy Prothonotary

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: PNC Mortgage Corp. of America

Assignments of Record to: Washington Mutual Bank FA

Recording Date: **TO BE OBTAINED**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 722 Treasure Lake

MUNICIPALITY/TOWNSHIP/BOROUGH: Sandy Township

COUNTY: Clearfield

DATE EXECUTED: **TO BE OBTAINED**

DATE RECORDED: **TO BE OBTAINED**

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

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

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

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

principal and interest when due in the amounts indicated below;

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

6. The following amounts are due on the said Mortgage as of 9/30/05:

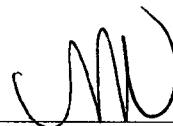
Principal of debt due	\$89,189.24
Unpaid Interest at 7.75% from 5/1/05 to 9/30/05 (the per diem interest accruing on this debt is \$18.94 and that sum should be added each day after 9/30/05)	2,853.23
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$319.75 and that sum should be added on the first of each month after 9/30/05)	610.77
Late Charges (monthly late charge of \$35.05 should be added in accordance with the terms of the note each month after 9/30/05)	105.15
NSF	30.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>4,459.46</u>
TOTAL	\$97,852.85

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

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in

accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$97,852.85 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

ALL that certain tract of land designated as Lot No. 106, Section No. 2 "Santa Catalina" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Pocket Map File 25. Excepting and reserving therefrom and subject to:

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

Washington Mutual
P.O. Box 44118
Jacksonville, FL 32231-4118



5924445363

7100 4047 5100 2384 3036

August 18, 2005

003403 /PA

MARC J GELFAND
722 TREASURE LAKE
DUBOIS PA 15801

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED

NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 5924445363

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

EXHIBIT A

HOMEOWNER'S NAME(S): Marc J. Gelfand
PROPERTY ADDRESS: 722 Treasure Lake
DuBois PA 15801
LOAN ACCT. NUMBER: 5924445363
ORIGINAL LENDER:
CURRENT LENDER/SERVICER: Washington Mutual Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:722 Treasure Lake
DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

Monthly Installments:	06/01/2005	\$1020.76
	07/01/2005	\$1020.76
	08/01/2005	\$1020.76

Other charges (explain/itemize):

Uncollected Late Charges	\$70.10
Uncollected Fees:	\$32.80
Less Credits	\$0.00

TOTAL AMOUNT PAST DUE: \$3165.18

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER**, WHICH IS \$3165.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:Washington Mutual Bank
Cash Processing
P.O. Box 3200
Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

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 the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.*****IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.****OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	Washington Mutual Bank
Address:	7255 Baymeadows Way Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	www.wamuhomeloans.com

EFFECTS 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 **X** may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

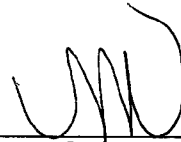
- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU 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 ARE ATTACHED

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

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

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



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

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100888**

WASHINGTON MUTUAL BANK FA

Case # 05-1554-CD

vs.

MARC J. GELFAND

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW February 08, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MARC J. GELFAND, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	44634	10.00
SHERIFF HAWKINS	UDREN	44634	90.00
SHERIFF HAWKINS	udren	54001	16.15

Sworn to Before me This

_____ Day of _____ 2006

So Answers,


by Marilyn Hampe
Chester A. Hawkins
Sheriff

FILED
012:3631
MAR 02 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

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

Washington Mutual Bank FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

v.

Marc J. Gelfand
722 Treasure Lake
Dubois, PA 15801
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 05-1554-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

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

OCT 07 2005

Attest.

William B. Shuman
Prothonotary/
Clerk of Courts

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: PNC Mortgage Corp. of America

Assignments of Record to: Washington Mutual Bank FA

Recording Date: **TO BE OBTAINED**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 722 Treasure Lake

MUNICIPALITY/TOWNSHIP/BOROUGH: Sandy Township

COUNTY: Clearfield

DATE EXECUTED: **TO BE OBTAINED**

DATE RECORDED: **TO BE OBTAINED**

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

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

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

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

principal and interest when due in the amounts indicated below;

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

6. The following amounts are due on the said Mortgage as of 9/30/05:

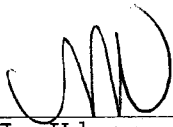
Principal of debt due	\$89,189.24
Unpaid Interest at 7.75% from 5/1/05 to 9/30/05 (the per diem interest accruing on this debt is \$18.94 and that sum should be added each day after 9/30/05)	2,853.23
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$319.75 and that sum should be added on the first of each month after 9/30/05)	610.77
Late Charges (monthly late charge of \$35.05 should be added in accordance with the terms of the note each month after 9/30/05)	105.15
NSF	30.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>4,459.46</u>
TOTAL	\$97,852.85

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

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in

accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$97,852.85 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

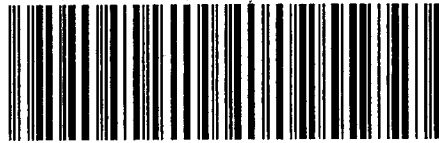


Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL that certain tract of land designated as Lot No. 106, Section No. 2 "Santa Catalina" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Pocket Map File 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plans
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 176; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc. which lien shall run with the land and be an encumbrance against it.

Washington Mutual
P.O. Box 44118
Jacksonville, FL 32231-4118



5924445363

7100 4047 5100 2384 3036

August 18, 2005

003403 /PA

MARC J GELFAND
722 TREASURE LAKE
DUBOIS PA 15801

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED

NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 5924445363

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

EXHIBIT A

HOMEOWNER'S NAME(S): Marc J. Gelfand
PROPERTY ADDRESS: 722 Treasure Lake
DuBois PA 15801
LOAN ACCT. NUMBER: 5924445363
ORIGINAL LENDER:
CURRENT LENDER/SERVICER: Washington Mutual Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:722 Treasure Lake
DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

Monthly Installments:	06/01/2005	\$1020.76
	07/01/2005	\$1020.76
	08/01/2005	\$1020.76

Other charges (explain/itemize):

Uncollected Late Charges	\$70.10
Uncollected Fees:	\$32.80
Less Credits	\$0.00

TOTAL AMOUNT PAST DUE: \$3165.18

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3165.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECAME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:**Washington Mutual Bank
Cash Processing
P.O. Box 3200
Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

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 the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.*****IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.****OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 9 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	Washington Mutual Bank
Address:	7255 Baymeadows Way Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	www.wamuhomeloans.com

EFFECTS 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 **X** may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

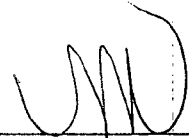
- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU 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 ARE ATTACHED

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

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

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



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

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA
Plaintiff

v.
Marc J. Gelfand
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 05-1554-CD

FILED
MAY 11 11:18 AM
MAY 16 2006

William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR SPECIAL SERVICE PURSUANT
TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Mark J. Udren, Esquire, moves this Honorable Court for an Order directing service of the Complaint in Mortgage Foreclosure upon Defendant(s), Marc J. Gelfand by regular mail and certified mail and by posting the mortgaged premises and in support thereof avers the following:

1. Process was unable to be served at the then last known address of said Defendant(s) at 722 Treasure Lake, Dubois, PA 15801, which is the mortgaged premises. A copy of the Return of Service is attached hereto as Exhibit "A".


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

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

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

WHEREFORE, Plaintiff prays and respectfully requests that this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint in Mortgage Foreclosure upon said Defendant(s), Marc J. Gelfand by regular mail and certified mail and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

By: 
Mark J. Udren, Esquire
Attorney for Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100888**

WASHINGTON MUTUAL BANK FA

Case # 05-1554-CD

vs.

MARC J. GELFAND

COPY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW February 08, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MARC J. GELFAND, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	44634	10.00
SHERIFF HAWKINS	UDREN	44634	90.00
SHERIFF HAWKINS			16.15

Sworn to Before me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT A

Players National Locator, Inc.

AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: **05090605**

Attorney Firm: **MARK J UDREN & ASSOCIATES**

Case Number:

Subject: **Marc Gelfand**

A.K.A.: **Marc J Gelfand**

Last Known Address: **772 Treasure Lake
Dubois, PA 15801**

Last Known Number: **(814) 371-0271**

Melissa Kozma, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Location Specialist for Players National Locator, Inc.
2. On 10/03/2005, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

CREDIT INFORMATION -

A. SOCIAL SECURITY NUMBER(S): **166-40-0401**

B. EMPLOYMENT SEARCH:

We were unable to verify current employment for Marc Gelfand.

C. INQUIRY OF CREDITORS:

Creditors indicated the last reported address for Marc Gelfand is 772 Treasure Lake, Dubois, PA 15801, with the home number of (814) 371-0271.

INQUIRY OF TELEPHONE COMPANY -

A. DIRECTORY ASSISTANCE SEARCH:

The home number for Marc Gelfand is (814) 371-0271, registered to 772 Treasure Lake, Dubois, PA 15801. We called the home number and spoke with Marc who stated he is living at 772 Treasure Lake, Dubois, PA 15801.

INQUIRY OF NEIGHBORS -

N/A

INQUIRY OF POST OFFICE -

A. NATIONAL ADDRESS UPDATE:

As of October 03, 2005 the National Change of Address (NCOA) has no change for Marc Gelfand from 772 Treasure Lake, Dubois, PA 15801.

MOTOR VEHICLE REGISTRATION -

A. MOTOR VEHICLE & DMV OFFICE:

We were unable to locate any current drivers license information for Marc Gelfand.

OTHER INQUIRIES -

A. DEATH RECORDS:

As of October 03, 2005 the Social Security Administration has no death record on file for Marc Gelfand and/or A.K.A.'s under the social security number provided.

B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.):
None Found.

EXHIBIT B

C. COUNTY VOTER REGISTRATION:

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

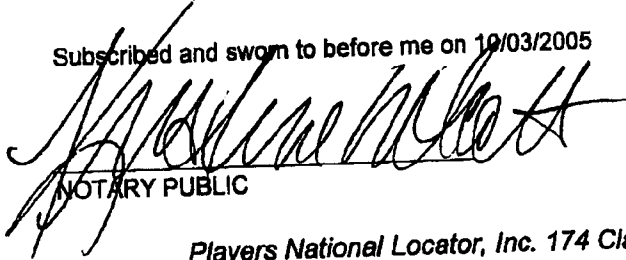
ADDITIONAL INFORMATION ON SUBJECT -

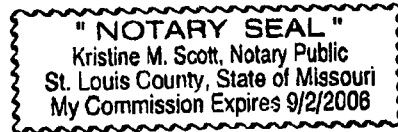
A. DATE OF BIRTH:

February 1952


AFFIANT Melissa Kozma

Subscribed and sworn to before me on 10/03/2005


NOTARY PUBLIC



Players National Locator, Inc. 174 Clarkson Road, Suite 225 St. Louis, MO 63011
Phone: (636)230-9922 Fax: (636)230-0558

VERIFICATION

Mark J. Udren, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to take this Verification, and that the statements made in the foregoing MOTION FOR SPECIAL SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

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

UDREN LAW OFFICES, P.C.

Date: 5/15/00



Mark J. Udren, Esquire
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.

Marc J. Gelfand

Defendant(s)

NO. 05-1554-CD

CERTIFICATE OF SERVICE

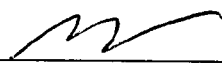
I, Mark J. Udren, Esquire hereby certify that I have served true and correct copies of the attached Motion For Special Service upon the following person(s) named herein at their last known address or their attorney of record by:

 X Regular First Class Mail
 Certified Mail
 Other

Date Served: 5/15/06

TO: Marc J. Gelfand
722 Treasure Lake
Dubois, PA 15801

UDREN LAW OFFICES, P.C.

By: 
Mark J. Udren, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

Washington Mutual Bank FA
Plaintiff

v.

Marc J. Gelfand
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 05-1554-CD

O R D E R

AND NOW, this day of , 2006, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Complaint in Mortgage Foreclosure and all subsequent pleadings on Defendant(s), Marc J. Gelfand, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Complaint in Mortgage Foreclosure and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), Marc J. Gelfand at 722 Treasure Lake, Dubois, PA 15801 and by posting the mortgaged premises located at 722 Treasure Lake, Dubois (Sandy Township), PA 15801.

BY THE COURT:

J.

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

WASHINGTON MUTUAL BANK FA,
Plaintiff

vs.

MARC J. GELFAND,
Defendant

*
*
*
*
*
*
*

NO. 05-1554-CD

FILED 3cc
010:54:01
MAY 18 2006
Apyudren

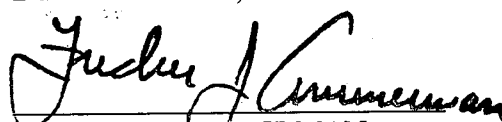
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 17th day of May, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon **Defendant, MARC J. GELFAND**, by publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant's last known address, 722 Treasure Lake, DuBois, PA 15801 and by posting the mortgaged premises known in this herein action as 722 Treasure Lake, DuBois, PA 15801.

All further service of legal papers, including but not limited to motions, petitions and rules, shall be made by certified and regular mail to Defendant Marc J. Gelfand's last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, Marc J. Gelfand, by sending copies of same to Defendant's last known address by certified and regular mail and by posting the premises.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Marc J. Gelfand

NO. 05-1554-CD

Defendant(s)

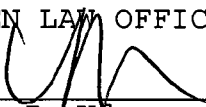
PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: May 24, 2006

UDREN LAW OFFICES, P.C.



Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED Atty pd. 7.00
m/ju. 23/06
MAY 31 2006
1 Compl. Reinstated
to Shff
William A. Shaw
Prothonotary/Clerk of Courts

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

WASHINGTON MUTUAL BANK FA,
Plaintiff

vs.

MARC J. GELFAND,
Defendant

*
*
*
*
*
*
*

NO. 05-1554-CD

ORDER

NOW, this 17th day of May, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon **Defendant, MARC J. GELFAND**, by publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant's last known address, 722 Treasure Lake, DuBois, PA 15801 and by posting the mortgaged premises known in this herein action as 722 Treasure Lake, DuBois, PA 15801.

All further service of legal papers, including but not limited to motions, petitions and rules, shall be made by certified and regular mail to Defendant Marc J. Gelfand's last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, Marc J. Gelfand, by sending copies of same to Defendant's last known address by certified and regular mail and by posting the premises.

BY THE COURT,

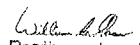
I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

/s/ Fredric J. Ammerman

MAY 18 2006

FREDRIC J. AMMERMAN
President Judge

Attest:


Prothonotary/
Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

FILED COPY
12:58
OCT 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

v.

Marc J. Gelfand
722 Treasure Lake
Dubois, PA 15801
Defendant(s)

NO. 05-1554-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

COPY
05090605

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Marc J. Gelfand
Defendant(s)

NO. 05-1554-CD

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

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Complaint in Mortgage Foreclosure to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:


DATE MAILED: 6/7/06

Marc J. Gelfand
722 Treasure Lake
Dubois, PA 15801

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

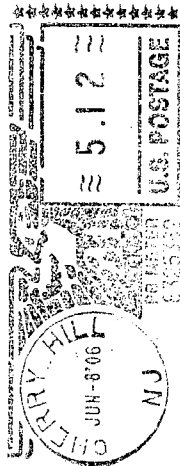
Dated: 6/7/06

UDREN LAW OFFICES, P.C.


Mark J. Udren, Esquire
Attorney for Plaintiff

FILED NOCC
MJB:SKB
JUN 12 2006

William A. Shaw
Prothonotary/Clerk of Courts



CERTIFIED MAIL™



7006 0100 0005 3896 9727
7006 0100 0005 3896 9727

Udren Law Offices, PC
Woodcrest Corporate Center
111 Woodcrest Road
Suite 200
Cherry Hill, NJ 08003

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 5.87
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.12

Postmark
Here

Sent To Marc J. Gelfand
Street, Apt. No.,
or PO Box No. 727 Treasure Lake
City, State, ZIP+4 DUBOIS, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Marie J. Gelfand
722 Treasure Lake
Dubois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☐ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7006 0100 0005 3896 9727

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Certified Mail

- A mailing receipt
- A unique identifier
- A record of delivery

Important Reminders

- Certified Mail
- Certified Mail
- NO INSURANCE for valuables, please
- For an additional delivery, To obtain Receipt (PS Form 3811), a duplicate receipt is required.
- For an additional addressee's address, an endorsement is required.
- If a postmark is not clear at the post office, a receipt is not required.

IMPORTANT: Send Internet access addressed to A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101596
NO: 05-1554-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WASHINGTON MUTUAL BANK

vs.

DEFENDANT: MARC J. GELFAND

SHERIFF RETURN

NOW, June 02, 2006 AT 1:00 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 722 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: DEHAVEN /

FILED
C/10:42 LM
JUN 16 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101596
NO: 05-1554-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WASHINGTON MUTUAL BANK
vs.
DEFENDANT: MARC J. GELFAND

SHERIFF RETURN

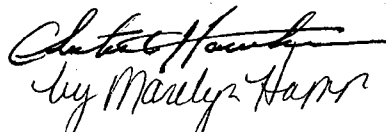
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	61326	10.00
SHERIFF HAWKINS	UDREN	61326	25.91

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

1

CA

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

WASHINGTON MUTUAL BANK FA,	)	NO. 05-1554-CD
)	
Plaintiff,	)	Type of Pleading: PRELIMINARY
	)	OBJECTIONS TO PLAINTIFF'S
v.	)	COMPLAINT IN MORTGAGE
	)	FORECLOSURE
MARC J. GELFAND,)	
)	
Defendant.	)	Filed on Behalf of: DEFENDANT
)	
	)	Counsel of Record:
	)	BENJAMIN S. BLAKLEY, III
)	
	)	Supreme Court No. 26331
)	
	)	BLAKLEY & JONES
	)	90 Beaver Drive, Box 6
	)	DuBois, PA 15801
	)	(814) 371-2730

FILED^{1cc}
013:54/21 Amy Blakley
JUN 23 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

WASHINGTON MUTUAL BANK FA,	)	NO. 05-1554-CD
)	
Plaintiff,)	
)	
v.)	
)	
MARC J. GELFAND,)	
)	
Defendant.)	
)	

**PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW comes Defendant, **MARC J. GELFAND**, through his attorneys,
BLAKLEY & JONES, and files the following Preliminary Objections to Plaintiff's Complaint
in Mortgage Foreclosure:

I. Preliminary Objection for Failure to Conform to Law

1. Plaintiff, **WASHINGTON MUTUAL BANK FA**, commenced suit against the Defendant, **MARC J. GELFAND**, by Complaint dated May 18, 2006. A copy of said Complaint is attached hereto and made a part hereof.
2. In said Complaint, the Plaintiff alleged that it had provided the Defendant with notices of intent to institute mortgage foreclosure proceedings pursuant to Act 91 of 1983 and Act 6 of 1974 and did attach copies of the alleged notices to the Complaint. On said notices, the Plaintiff has listed the Defendant's address as 722 Treasure Lake, DuBois, Pennsylvania, 15801.

3. The Defendant does not reside at 722 Treasure Lake, DuBois, Pennsylvania, 15801, but in fact resides at 772 Treasure Lake, DuBois, Pennsylvania.
4. The Defendant, because of the Plaintiff's failure to forward the Defendant's required notices under Act 91 and Act 6 to his proper address, did not receive the said notices as required by the said Acts, and under said Acts, the Plaintiff is forbidden from bringing the within foreclosure action against the Defendant.

WHEREFORE, Defendant respectfully requests this Honorable Court grant his Preliminary Objections and dismiss Plaintiff's Complaint in Foreclosure.

II. Preliminary Objection Alleging Lack of Jurisdiction Over Subject Matter

1. Defendant incorporates the allegations contained within Paragraphs 1 through 4 of Defendant's Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure as if the same were fully set forth herein.
2. By failing to give proper notices of intent to foreclose to the Defendant, this Honorable Court does not have proper subject matter jurisdiction over Plaintiff's Complaint in Mortgage Foreclosure.

WHEREFORE, Defendant respectfully requests this Honorable Court grant his Preliminary Objections and dismiss Plaintiff's Complaint in Foreclosure.

Respectfully submitted,

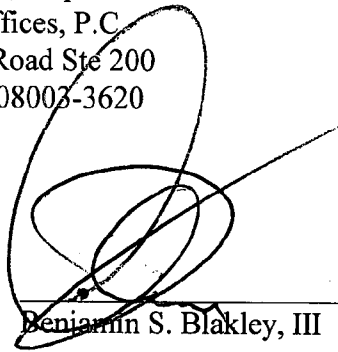
BLAKLEY & JONES

Benjamin S. Blakley, III

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Defendant's Motion for Entry of Default Judgment of Default and for Additional Relief a in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 23rd day of June, 2006:

Mark J. Udren, Esquire
Udren Law Offices, P.C.
111 Woodcrest Road Ste 200
Cherry Hill NJ 08003-3620



Benjamin S. Blakley, III

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

FILED COPY
12:58
OCT 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

v.

Marc J. Gelfand
722 Treasure Lake
Dubois, PA 15801
Defendant(s)

NO. 05-1554-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

5/31/06 Document
Reinstated/Reissued to Sheriff/Attorney
for service
[Signature]
Deputy Prothonotary

COPY
05090605

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: PNC Mortgage Corp. of America

Assignments of Record to: Washington Mutual Bank FA

Recording Date: TO BE OBTAINED

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 722 Treasure Lake

MUNICIPALITY/TOWNSHIP/BOROUGH: Sandy Township

COUNTY: Clearfield

DATE EXECUTED: TO BE OBTAINED

DATE RECORDED: TO BE OBTAINED

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

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

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

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

principal and interest when due in the amounts indicated below;

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

6. The following amounts are due on the said Mortgage as of 9/30/05:

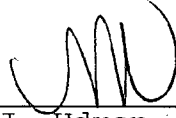
Principal of debt due	\$89,189.24
Unpaid Interest at 7.75% from 5/1/05 to 9/30/05 (the per diem interest accruing on this debt is \$18.94 and that sum should be added each day after 9/30/05)	2,853.23
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$319.75 and that sum should be added on the first of each month after 9/30/05)	610.77
Late Charges (monthly late charge of \$35.05 should be added in accordance with the terms of the note each month after 9/30/05)	105.15
NSF	30.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>4,459.46</u>
TOTAL	\$97,852.85

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

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in

accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$97,852.85 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

ALL that certain tract of land designated as Lot No. 106, Section No. 2 "Santa Catalina" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Pocket Map File 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plans
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 75; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. Of Treasure Lake Property Owners Association, Inc. which lien shall run with the land and be an encumbrance against it.

Washington Mutual
P.O. Box 44118
Jacksonville, FL 32231-4118



5924445363

7100 4047 5100 2384 3036

August 18, 2005

003403 /PA

MARC J GELFAND
722 TREASURE LAKE
DUBOIS PA 15801

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED

NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 5924445363

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

EXHIBIT A

HOMEOWNER'S NAME(S): Marc J. Gelfand
PROPERTY ADDRESS: 722 Treasure Lake
DuBois PA 15801
LOAN ACCT. NUMBER: 5924445363
ORIGINAL LENDER:
CURRENT LENDER/SERVICER: Washington Mutual Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:722 Treasure Lake
DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

Monthly Installments:	06/01/2005	\$1020.76
	07/01/2005	\$1020.76
	08/01/2005	\$1020.76

Other charges (explain/itemize):

Uncollected Late Charges	\$70.10
Uncollected Fees:	\$32.80
Less Credits	\$0.00
TOTAL AMOUNT PAST DUE:	\$3165.18

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3165.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECAME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:**Washington Mutual Bank
Cash Processing
P.O. Box 3200
Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.*****IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.****OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	Washington Mutual Bank
Address:	7255 Baymeadows Way Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	www.wamuhomeloans.com

EFFECTS 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 **X** may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:


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

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

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

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



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

7/18

PROTH -

Put in File.

df.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

Washington Mutual Bank FA

Plaintiff

v.

Marc J. Gelfand

Defendant

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

No. 05-1554-CD

ORDER

AND NOW, to wit, this day of 2006,
upon consideration of Defendant's Preliminary Objections to
Plaintiff's Complaint, and Plaintiff's response thereto, it is
hereby **ORDERED AND DECREED** that the Preliminary Objections are
overruled in their entirety with prejudice.

BY THE COURT:

J.

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA

Plaintiff

v.

Marc J. Gelfand

Defendant

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

No. 05-1554-CD

FILED NO CC
JUL 13 2006

William A. Shaw
Prothonotary/Clerk of Courts

PLAINTIFF'S REPLY TO DEFENDANT'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S COMPLAINT

I. Reply to Preliminary Objection for Failure to Conform to Law

1. Admitted.

2. Admitted. By way of further response, Plaintiff

provided Defendant with Notices of Intent to Institute Mortgage Foreclosure Proceedings Pursuant to Act 91 of 1983 and Act 6 of 1974 by mailing certified copies to the property address, 722 Treasure Lake, DuBois, PA 15801. A true and correct copy of the Act letter as well as track & confirm results showing the letter was in fact delivered on September 2, 2005 is attached hereto as Exhibit "A". The letter was also mailed via certified mail to Defendant's mailing address, 772 Treasure Lake, DuBois, PA 15801. A true and correct copy of the Act letter as well as track & confirm results showing the letter was in fact delivered on September 21, 2005 is attached hereto as Exhibit "B".

3. Denied as conclusion to law to which no response is necessary. By way of further reply, see Plaintiff's Reply to Preliminary Objection No. Two (2) hereinabove.

4. Denied as conclusion to law to which no response is necessary. By way of further reply, see Plaintiff's Reply to Preliminary Objection No. Two (2) hereinabove.

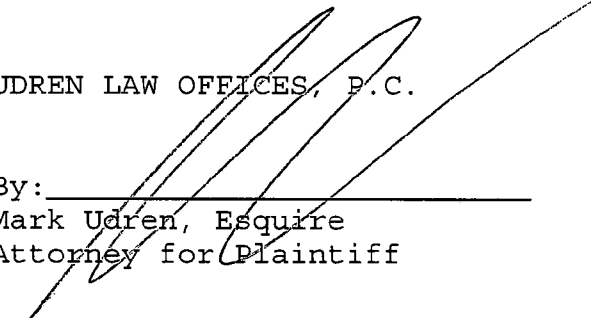
WHEREFORE Plaintiff prays and respectfully requests that the Honorable Court overrule Defendant's Preliminary Objections in their entirety with prejudice.

II. Reply to Preliminary Objection Alleging Lack of Jurisdiction Over Subject Matter

1. Plaintiff repeats and incorporates by references its responses to Paragraphs 1-4 (or to all paragraphs) as if fully set forth herein.

2. Denied as conclusion to law to which no response is necessary. By way of further reply, see Plaintiff's Reply to Preliminary Objection No. Two (2) hereinabove.

UDREN LAW OFFICES, P.C.

By: 
Mark Udren, Esquire
Attorney for Plaintiff

Washington Mutual
P.O. Box 44118
Jacksonville, FL 32231-4118



5924445363

7100 4047 5100 2384 3036

August 18, 2005

003403 /PA

MARC J GELFAND
722 TREASURE LAKE
DUBOIS PA 15801

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED

NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 5924445363

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Marc J. Gelfand
PROPERTY ADDRESS: 722 Treasure Lake
DuBois PA 15801
LOAN ACCT. NUMBER: 5924445363
ORIGINAL LENDER:
CURRENT LENDER/SERVICER: Washington Mutual Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

722 Treasure Lake
DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

Monthly Installments:	06/01/2005	\$1020.76
	07/01/2005	\$1020.76
	08/01/2005	\$1020.76

Other charges (explain/itemize):

Uncollected Late Charges	\$70.10
Uncollected Fees:	\$32.80
Less Credits	\$0.00

TOTAL AMOUNT PAST DUE: **\$3165.18****B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):**

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3165.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

Washington Mutual Bank
Cash Processing
P.O. Box 3200
Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

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 the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	Washington Mutual Bank
Address:	7255 Baymeadows Way Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	www.wamuhomeloans.com

EFFECTS 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 **X** may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7100 4047 5100 2384 3036
Status: **Delivered**

Your item was delivered at 8:13 am on September 02, 2005 in DU BOIS, PA 15801. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

[Restore Offline Details >](#)[Return to USPS.com Home >](#)

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

POSTAL INSPECTORS
Preserving the Trust

[site map](#)[contact us](#) [government services](#) [jobs](#) [National & Premier Accounts](#)
Copyright © 1999-2004 USPS. All Rights Reserved. [Terms of Use](#) [Privacy Policy](#)

Washington Mutual
P.O. Box 44118
Jacksonville, FL 32231-4118



5924445363

0 4047 5100 2384 3029

August 18, 2005

003402 /B/

MARC J GELFAND
772 TREASURE LK
DU BOIS PA 15801

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED

NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 5924445363

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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 (CCHA) WITHIN 30 DAYS OF THE DATE OF THIS NOTICE.

The name, address and phone number of CCHA's 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, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

LA NOTIFICACION EN ADJUNTO ES SOBRE SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION, OBTENGA UNA TRADUCCION INMEDITAMENTE DEL PROGRAMA DE ASISTENCIA PARA EL PROPIETARIO DE LA CASA. EL PROGRAMA DE ASISTENCIA PARA EL PROPIETARIO DE LA CASA LE AYUDARA A REDIMIR SU HIPOTECA.

home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached notice.

PROGRAM (HEMAP) may be able to help to save your home.

CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. You must meet with the Counseling Agency.

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).

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).

EXHIBIT B

HOMEOWNER'S NAME: Marc J. G...
 PROPERTY ADDRESS: 722 Trem...
 DuBois 1...
 LOAN ACCT. NUMBER: 5924445...
 ORIGINAL LENDER: ...
 CURRENT LENDER: ... & ... Washington ... Bank

HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE IF YOU MEET THE FOLLOWING CRITERIA:

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNERS 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 CHANCE OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY CRITERIA SET FORTH BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE: If you are eligible for a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice, then you must 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 BRING YOUR MORTGAGE UP TO DATE, THE PART OF THIS NOTICE CALLED "HOW TO BRING YOUR MORTGAGE UP TO DATE" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING: If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take any action against you for thirty (30) days from the date of this meeting. **The names, addresses, and telephone numbers of designated consumer credit counseling agencies are set forth at the end of this Notice. It is only necessary to advise your lender immediately of your intentions.**

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

YOU MUST FILE YOUR APPLICATION WITHIN THE PERIODS SET FORTH IN THIS NOTICE, OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS NOTICE, YOUR HOME MAY BE FORECLOSED AGAINST YOUR HOME IMMEDIATELY, AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION: - Available funds for the program are limited. They will be disbursed by the Agency under the eligibility criteria established by the Agency. The Agency has sixty (60) days to make a decision after it receives your application. During that time, the lender may continue to foreclose against you, if you have met the time requirements set forth above. You will be notified of the Agency's decision on your application.

NOTE: IF YOU ARE FILING FOR PROTECTION UNDER CHAPTER 11 OF A PETITION IN BANKRUPTCY, THE PROVISIONS OF THE ACT APPLY FOR PURPOSES ONLY AND SHOULD NOT BE USED TO EXEMPT THE DEBT.

(If you have filed for protection under Chapter 11 of a petition in bankruptcy, the provisions of the Act apply for purposes only and should not be used to exempt the debt from the Emergency Mortgage Assistance.)

IF YOU ARE FILING FOR PROTECTION UNDER CHAPTER 11 OF A PETITION IN BANKRUPTCY, THE PROVISIONS OF THE ACT APPLY FOR PURPOSES ONLY AND SHOULD NOT BE USED TO EXEMPT THE DEBT. (Emergency Mortgage Assistance.)

HE **OR** **LT (Bring it up to date).**
NATURE OF THE DEFAULT - The **your property located at:**

722 Treas
 DuBois P

IS SERIOUSLY IN DEFAULT BE

Non-paym

A. YOU HAVE NOT MADE MO **following months and the following amounts are now**
past due:

Monthly Installments:	\$1020.76
	\$1020.76
	\$1020.76

Other charges (explain/itemize):

Uncollected Late Charges	\$70.10
Uncollected Fees:	\$32.80
Less Credits	\$0.00
TOTAL AMOUNT PAST DUE:	\$3165.18

B. YOU HAVE FAILED TO TAK **;**

HOW TO CURE THE DEFAULT - **t with** **DAYS of the date of this notice BY PAYING THE**
TOTAL AMOUNT PAST DUE T **CH IS** **ANY MORTGAGE PAYMENTS AND LATE CHARGES**
WHICH BECOME DUE DURING T **PERIO** **must be made either by cash, cashier's check, certified**
check, or money order made payable

You can cure any other default by t **a with** **DAYS of the date of this letter: (Not applicable):**

IF YOU DO NOT CURE THE DEF **the** **THIRTY (30) DAYS of the date of this Notice, the lender**
intends to exercise its rights to acc **entire outstanding balance of this debt will be considered**
due immediately, and you may lose **by installments. If full payment of the total amount past**
due is not made within THIRTY (3 **attorneys to start legal action to foreclose upon your**
mortgaged property.

***IF THE MORTGAGE IS FORECL** **old by the Sheriff to pay off the mortgage debt. If the**
lender refers your case to its attorne **der begins legal proceedings against you, you will still be**
required to pay the reasonable attor **\$0.00. However, if legal proceedings are started against you,**
you will have to pay all reasonable **even if they exceed \$50.00. Any attorney's fees will be**
added to the amount you owe the l **costs. If you cure the default within the THIRTY (30)**
DAY period, you will not be requir

OTHER LENDER REMEDIES - T **aid principal balance and all other sums due under the**
mortgage.

RIGHT TO CURE THE DEFAULT
and foreclosure proceedings have begun before the Sheriff's Sale. You may cure the default by paying the lender attorney's fees and costs connected with the Sheriff's Sale and by performing any other acts necessary to restore your mortgage to the same status as it was before the default.

EARLIEST POSSIBLE SHERIFF'S SALE
The date of the Sheriff's Sale could be held would be approximately 30 days after the date of the notice sent to you before the sale. Of course, the date of the sale will increase the longer you wait. You may find out at any time exactly what the required payment is.

HOW TO CONTACT THE LENDER

EFFECTS OF SHERIFF'S SALE: - If you do not cure the default, the lender has the right to occupy it. If you continue to occupy the property, the lender's belongings could be started by the lender.

ASSUMPTION OF MORTGAGE - You may assume the mortgage debt, provided that all the other requirements of the mortgage are met.

- TO SELL THE PROPERTY TO ANOTHER LENDING INSTITUTION
- TO HAVE THE DEFAULT CURED
- TO HAVE THE MORTGAGE REINSTATED (HOWEVER, THE DEFAULT MUST BE CURED IN ANY CALENDAR YEAR)
- TO ASSERT THE NONEXISTENCE OF THE MORTGAGE INSTITUTED UNDER THE MORTGAGE
- TO ASSERT ANY OTHER DEFENSE TO THE MORTGAGE
- TO SEEK PROTECTION UNDER THE MORTGAGE

CONSUMER

We may report information about your account may be reflected in your credit report.

cured the default within the THIRTY (30) DAY period and prevent the sale at any time up to one hour plus any late or other charges then due, reasonable and necessary connected with the Sheriff's Sale as specified in writing by your default in the manner set forth in this notice will be the responsibility of the borrower.

that such a Sheriff's Sale of the mortgaged property will be held. A notice of the actual date of the Sheriff's Sale will be sent to you. The date of the sale will increase the longer you wait. You may find out at any time exactly what the required payment is.

ask

com

your ownership of the mortgaged property and your right to remove you and your furnishings and other personal property from the property.

your home to a buyer or transferee who will assume the mortgage debt and costs are paid prior to or at the sale, and that the lender will be responsible for the sale.

RIGHT:

MORTGAGE DEBT OR TO BORROW MONEY FROM ANY OTHER LENDING INSTITUTION

FOR YOUR BEHALF.

IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT MORE THAN THREE TIMES

FORE PROCEEDING OR ANY OTHER LAWSUIT

TO SUCH ACTION BY THE LENDER.

IN YOUR COUNTY ARE ATTACHED

payments, missed payments or other defaults on your account.

[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7100 4047 5100 2384 3029
Status: **Delivered**

Your item was delivered at 8:19 am on September 21, 2005 in DU BOIS, PA 15801. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

[Restore Offline Details >](#)



[Return to USPS.com Home >](#)



POSTAL INSPECTORS
Preserving the Trust

[site map](#)

[contact us](#) [government services](#) [jobs](#) [National & Premier Accounts](#)
Copyright © 1999-2004 USPS. All Rights Reserved. [Terms of Use](#) [Privacy Policy](#)

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA

Plaintiff

v.

Marc J. Gelfand

Defendant

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

No. 05-1554-CD

CERTIFICATE OF SERVICE

I, Mark J. Udren, Esquire, hereby certify that I have served true and correct copies of the Plaintiff's Reply to Defendant's Preliminary Objection to Plaintiff's Complaint upon the following person(s) named herein at their last known address or their attorney of record.

_____ xxxxxx _____ Regular First Class Mail
_____ Certified Mail
_____ Other (certificate of mailing)

Date Served: July 12, 2006

TO: Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

UDREN LAW OFFICES, P.C.

By: _____
Mark J. Udren
Attorney for Plaintiff

CPA

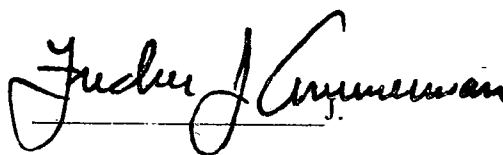
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

WASHINGTON MUTUAL BANK FA,) NO. 05-1554-CD
)
Plaintiff,)
)
v.)
)
MARC J. GELFAND,)
)
Defendant.)
)

ORDER

AND NOW this 17th day of July, 2006, it is hereby
ORDERED that a hearing on Defendant's Preliminary Objections to Plaintiff's Complaint in
Mortgage Foreclosure shall be held on the 1st day of September, 2006, at 11:00
A.m., in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania

BY THE COURT:



FILED 4cc
0111-2564 Amy Blaxley
JUL 18 2006
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/18/06

☒ You are responsible for serving all appropriate parties.

____ The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ____ Defendant(s) Attorney

____ Special Instructions:

CA

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

WASHINGTON MUTUAL BANK FA,)

Plaintiff,)

v.)

MARC J. GELFAND,)

Defendant.)

NO. 05-1554-CD

Type of Pleading: AMENDED
PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT IN
MORTGAGE FORECLOSURE

Filed on Behalf of: DEFENDANT

Counsel of Record:
BENJAMIN S. BLAKLEY, III

Supreme Court No. 26331

BLAKLEY & JONES
90 Beaver Drive, Box 6
DuBois, PA 15801
(814) 371-2730

FILED ^{rec}
m 11:40/61
AUG 31 2006 Amy Bakley

William A. Shaw
Prothonotary/Clerk of Courts

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

WASHINGTON MUTUAL BANK FA,	)	NO. 05-1554-CD
)	
Plaintiff,)	
)	
v.)	
)	
MARC J. GELFAND,)	
)	
Defendant.)	
)	

**AMENDED PRELIMINARY OBJECTIONS TO
PLAINTIFF'S COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW comes Defendant, **MARC J. GELFAND**, through his attorneys,
BLAKLEY & JONES, and files the following Amended Preliminary Objections to Plaintiff's
Complaint in Mortgage Foreclosure:

I. Preliminary Objection for Failure to Conform to Law

1. Plaintiff, **WASHINGTON MUTUAL BANK FA**, commenced suit against the Defendant, **MARC J. GELFAND**, by Complaint dated May 18, 2006. A copy of said Complaint is attached hereto and marked Exhibit A.
2. In said Complaint, the Plaintiff alleged that it had provided the Defendant with notices of intent to institute mortgage foreclosure proceedings pursuant to Act 91 of 1983 and Act 6 of 1974 and did attach copies of the alleged notices to the Complaint. On said notices, the Plaintiff has listed the Defendant's address as 722 Treasure Lake, DuBois, Pennsylvania, 15801.

3. The Defendant does not reside at 722 Treasure Lake, DuBois, Pennsylvania, 15801, but in fact resides at 772 Treasure Lake, DuBois, Pennsylvania.
4. The Defendant, because of the Plaintiff's failure to forward the Defendant's required notices under Act 91 and Act 6 to his proper address, did not receive the said notices as required by the said Acts, and under said Acts, the Plaintiff is forbidden from bringing the within foreclosure action against the Defendant.

WHEREFORE, Defendant respectfully requests this Honorable Court grant his Preliminary Objections and dismiss Plaintiff's Complaint in Foreclosure.

III. Preliminary Objection for Failure to Conform to Law Pursuant to Pa. R.C.P. 1028(a)(1)

1. Plaintiff, **WASHINGTON MUTUAL BANK FA**, commenced suit against the Defendant, **MARC J. GELFAND**, by Complaint dated May 18, 2006.
2. A certified copy of said Complaint was received by the Defendant by regular mail on or about June 8, 2006. A copy of said envelope in which the Complaint was received is attached hereto and marked Exhibit B.
3. At the time that the aforesaid Complaint was served upon the Defendant, the Defendant's correct address was 772 Treasure Lake, DuBois, Pennsylvania.
4. The Defendant has subsequently learned that the Complaint was also the subject of a published notice in the *DuBois Courier-Express* and the *Clearfield County Legal Journal*.

5. Plaintiff believes, and therefore avers, that no attempt was made to serve the Defendant by the Sheriff of Clearfield County at his residence at 772 Treasure Lake, DuBois, Pennsylvania.
6. Pennsylvania Rule of Civil Procedure No. 410(b)(1) requires that actions involving mortgage foreclosures must be served only by the Sheriff of the county in which the action is commenced.
7. Pennsylvania Rule of Civil Procedure No. 430 permits service by special order if service cannot be made in the manner set forth in Rule 400 and that prior to service pursuant to a special order of Court, a motion must be filed, accompanied by an affidavit stating the nature and extent to which an investigation has been made to determine the whereabouts of a defendant.
8. The Plaintiff, in the instant matter, did move this Honorable Court for special service pursuant to special Order of Court of May 16, 2006, and in said Motion, alleged that, pursuant to Pa. R.C.P. 430, the Plaintiff made a good faith investigation to determine an address for the Defendant. A copy of said Motion is attached hereto and marked Exhibit C.
9. In its Affidavit of Good Faith Investigation, Plaintiff did indicate that the last known address for the Defendant was 772 Treasure Lake, DuBois, Pennsylvania, and not 722 Treasure Lake, as set forth in the Plaintiff's Motion.
10. Plaintiff failed to indicate in its Motion for Special Service Pursuant to Special Order of Court any attempt to serve the Plaintiff at his correct address of 772

Treasure Lake, said address being set forth in Plaintiff's Affidavit of Good Faith Investigation.

11. The representations made to this Honorable Court by the Plaintiff in its Motion for Special Service Pursuant to Special Order of Court and in its Affidavit of Good Faith Investigation were false and thereby mislead the Court into entering an Order permitting service by regular mail and certified mail and by publication and posting. A copy of said Order of May 17, 2006, is attached hereto and marked Exhibit D.
12. As the result of the misleading actions of the Plaintiff, service of the Complaint upon the Defendant was improper, as no attempt was made to serve the Defendant at his last known address in the manner set forth in Pa. R.C.P. 410, the same having been determined by the Plaintiff prior to its Motion for Special Service Pursuant to Special Order of Court.

WHEREFORE, Defendant respectfully requests this Honorable Court grant his Preliminary Objections and dismiss Plaintiff's Complaint in Foreclosure.

III. Preliminary Objection Alleging Lack of Jurisdiction Over Subject Matter

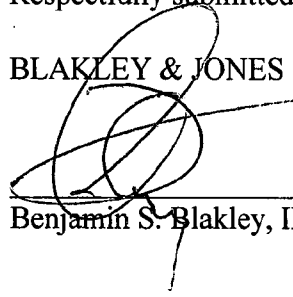
1. Defendant incorporates the allegations contained within Paragraphs 1 through 4 of Defendant's Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure as if the same were fully set forth herein.

2. By failing to give proper notices of intent to foreclose to the Defendant, this Honorable Court does not have proper subject matter jurisdiction over Plaintiff's Complaint in Mortgage Foreclosure.

WHEREFORE, Defendant respectfully requests this Honorable Court grant his Preliminary Objections and dismiss Plaintiff's Complaint in Foreclosure.

Respectfully submitted,

BLAKLEY & JONES

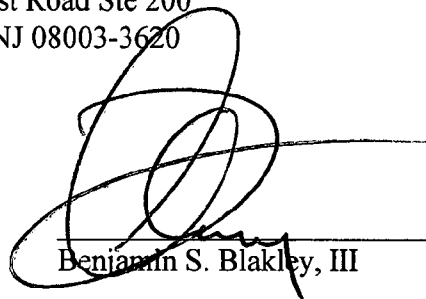


Benjamin S. Blakley, III

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Defendant's Amended Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 29th day of August, 2006:

Mark J. Udren, Esquire
Udren Law Offices, P.C.
111 Woodcrest Road Ste 200
Cherry Hill NJ 08003-3620



Benjamin S. Blakley, III

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA
1270 Northland Drive
Suite 200
Mendota Heights, MN 55120
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

FILED
12:58
OCT 07 2005
William A. Shaw
Prothonotary/Clerk of Courts

v.

Marc J. Gelfand
722 Treasure Lake
Dubois, PA 15801
Defendant(s)

NO. 05-1554-CD

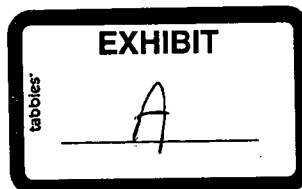
COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

513106 Document
Reinstated/Assigned to Sheriff/Attorney
for service
William A. Shaw
Deputy Prothonotary



05090605

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: PNC Mortgage Corp. of America
Assignments of Record to: Washington Mutual Bank FA
Recording Date: TO BE OBTAINED

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 722 Treasure Lake
MUNICIPALITY/TOWNSHIP/BOROUGH: Sandy Township
COUNTY: Clearfield
DATE EXECUTED: TO BE OBTAINED
DATE RECORDED: TO BE OBTAINED

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

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

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

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

principal and interest when due in the amounts indicated below;

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

6. The following amounts are due on the said Mortgage as of 9/30/05:

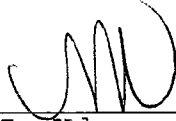
Principal of debt due	\$89,189.24
Unpaid Interest at 7.75% from 5/1/05 to 9/30/05 (the per diem interest accruing on this debt is \$18.94 and that sum should be added each day after 9/30/05)	2,853.23
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$319.75 and that sum should be added on the first of each month after 9/30/05)	610.77
Late Charges (monthly late charge of \$35.05 should be added in accordance with the terms of the note each month after 9/30/05)	105.15
NSF	30.00
Attorneys Fees (anticipated and actual to 5% of principal)	<u>4,459.46</u>
TOTAL	\$97,852.85

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

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in

accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$97,852.85 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

ALL that certain tract of land designated as Lot No. 106, Section No. 2 "Santa Catalina" in the Treasure Lake Subdivision, Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Book Map File 25. Excepting and reserving therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plans
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 16; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc. which lien shall run with the land and be an encumbrance against it.

Washington Mutual
P.O. Box 44118
Jacksonville, FL 32231-4118



5924445363

7100 4047 5100 2384 3036

August 18, 2005

003403 /PA

MARC J GELFAND
722 TREASURE LAKE
DUBOIS PA 15801

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED

NOTICE OF COLLECTION ACTIVITY

RE: ACCOUNT # 5924445363

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

EXHIBIT A

HOMEOWNER'S NAME(S): Marc J. Gelfand
PROPERTY ADDRESS: 722 Treasure Lake
DuBois PA 15801
LOAN ACCT. NUMBER: 5924445363
ORIGINAL LENDER:
CURRENT LENDER/SERVICER: Washington Mutual Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:722 Treasure Lake
DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

Monthly Installments:	06/01/2005	\$1020.76
	07/01/2005	\$1020.76
	08/01/2005	\$1020.76

Other charges (explain/itemize):

Uncollected Late Charges	\$70.10
Uncollected Fees:	\$32.80
Less Credits	\$0.00
TOTAL AMOUNT PAST DUE:	\$3165.18

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Not applicable):

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3165.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECAME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:**

Washington Mutual Bank
Cash Processing
P.O. Box 3200
Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Not applicable):

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 the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 9 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender:	Washington Mutual Bank
Address:	7255 Baymeadows Way Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	www.wamuhomeloans.com

EFFECTS 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 **X** may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale, and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

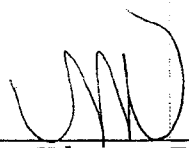
- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU 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 ARE ATTACHED

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

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

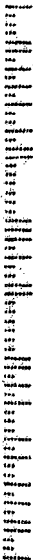
Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents,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



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

2772
155/82

15501+3015-22 #005

**abbies'**

B

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA
Plaintiff

v.
Marc J. Gelfand
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 05-1554-CD

FILED NO
MAY 11 8 51 AM '06
MAY 16 2006 @

William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR SPECIAL SERVICE PURSUANT
TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Mark J. Udren, Esquire, moves this Honorable Court for an Order directing service of the Complaint in Mortgage Foreclosure upon Defendant(s), Marc J. Gelfand by regular mail and certified mail and by posting the mortgaged premises and in support thereof avers the following:

1. Process was unable to be served at the then last known address of said Defendant(s) at 722 Treasure Lake, Dubois, PA 15801, which is the mortgaged premises. A copy of the Return of Service is attached hereto as Exhibit "A".

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


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



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

WHEREFORE, Plaintiff prays and respectfully requests that this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint in Mortgage Foreclosure upon said Defendant(s), Marc J. Gelfand by regular mail and certified mail and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

By: 
Mark J. Udren, Esquire
Attorney for Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # 100888

WASHINGTON MUTUAL BANK FA

Case # 05-1554-CD

vs.

MARC J. GELFAND

COPY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW February 08, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MARC J. GELFAND, DEFENDANT: ATTEMPTED, NOT HOME.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	44634	10.00
SHERIFF HAWKINS	UDREN	44634	90.00
SHERIFF HAWKINS			16.15

Sworn to Before me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

EXHIBIT A

Players National Locator, Inc.

AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: **05090605**

Attorney Firm: **MARK J UDREN & ASSOCIATES**

Case Number:

Subject: **Marc Gelfand**

A.K.A.: **Marc J Gelfand**

Last Known Address: **772 Treasure Lake
Dubois, PA 15801**

Last Known Number: **(814) 371-0271**

Melissa Kozma, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Location Specialist for Players National Locator, Inc.
2. On 10/03/2005, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

CREDIT INFORMATION -

- A. SOCIAL SECURITY NUMBER(S): **166-40-0401**
- B. EMPLOYMENT SEARCH:
We were unable to verify current employment for Marc Gelfand.
- C. INQUIRY OF CREDITORS:
Creditors indicated the last reported address for Marc Gelfand is 772 Treasure Lake, Dubois, PA 15801, with the home number of (814) 371-0271.

INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH:
The home number for Marc Gelfand is (814) 371-0271, registered to 772 Treasure Lake, Dubois, PA 15801. We called the home number and spoke with Marc who stated he is living at 772 Treasure Lake, Dubois, PA 15801.

**INQUIRY OF NEIGHBORS -
N/A**

INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE:
As of October 03, 2005 the National Change of Address (NCOA) has no change for Marc Gelfand from 772 Treasure Lake, Dubois, PA 15801.

MOTOR VEHICLE REGISTRATION -

- A. MOTOR VEHICLE & DMV OFFICE:
We were unable to locate any current drivers license information for Marc Gelfand.

OTHER INQUIRIES -

- A. DEATH RECORDS:
As of October 03, 2005 the Social Security Administration has no death record on file for Marc Gelfand and/or A.K.A's under the social security number provided.
- B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.):
None Found.

EXHIBIT B

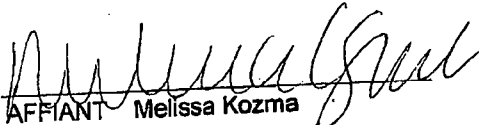
C. COUNTY VOTER REGISTRATION:

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

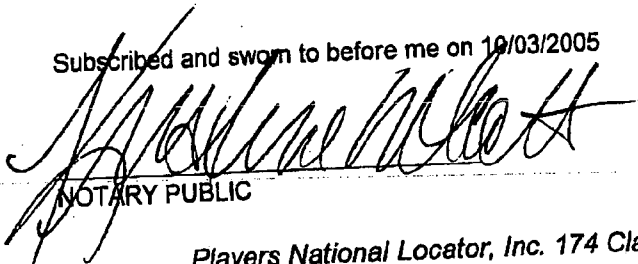
ADDITIONAL INFORMATION ON SUBJECT -

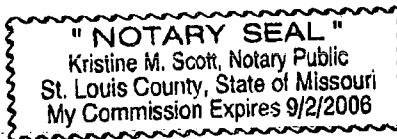
A. DATE OF BIRTH:

February 1952


AFFIANT Melissa Kozma

Subscribed and sworn to before me on 10/03/2005


NOTARY PUBLIC



Players National Locator, Inc. 174 Clarkson Road, Suite 225 St. Louis, MO 63011
Phone: (636)230-9922 Fax: (636)230-0558

VERIFICATION

Mark J. Udren, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to take this Verification, and that the statements made in the foregoing MOTION FOR SPECIAL SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

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

UDREN LAW OFFICES, P.C.

Date: 5/15/00



Mark J. Udren, Esquire
Attorney for Plaintiff

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

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank FA
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

v.
Marc J. Gelfand
Defendant(s)

NO. 05-1554-CD

CERTIFICATE OF SERVICE


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

 X Regular First Class Mail
 Certified Mail
 Other

Date Served: 5/15/06

TO: Marc J. Gelfand
722 Treasure Lake
Dubois, PA 15801

UDREN LAW OFFICES, P.C.

By: 
Mark J. Udren, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

Washington Mutual Bank FA
Plaintiff

v.

Marc J. Gelfand
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 05-1554-CD

O R D E R

AND NOW, this day of , 2006, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Complaint in Mortgage Foreclosure and all subsequent pleadings on Defendant(s), Marc J. Gelfand, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Complaint in Mortgage Foreclosure and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), Marc J. Gelfand at 722 Treasure Lake, Dubois, PA 15801 and by posting the mortgaged premises located at 722 Treasure Lake, Dubois (Sandy Township), PA 15801.

BY THE COURT:

J.

*Handed for
at home on door
on 6/3/06*

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

WASHINGTON MUTUAL BANK FA,
Plaintiff

vs.

MARC J. GELFAND,
Defendant

*
*
*
*
*
*
*

NO. 05-1554-CD

ORDER

NOW, this 17th day of May, 2006, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon **Defendant, MARC J. GELFAND**, by publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant's last known address, 722 Treasure Lake, DuBois, PA 15801 and by posting the mortgaged premises known in this herein action as 722 Treasure Lake, DuBois, PA 15801.

All further service of legal papers, including but not limited to motions, petitions and rules, shall be made by certified and regular mail to Defendant Marc J. Gelfand's last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, Marc J. Gelfand, by sending copies of same to Defendant's last known address by certified and regular mail and by posting the premises.

BY THE COURT,

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

/s/ Fredric J. Ammerman

MAY 18 2006

FREDRIC J. AMMERMAN
President Judge

Attest.

William D. Hines
Prothonotary/
Clerk of Courts



CA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

WASHINGTON MUTUAL BANK FA :

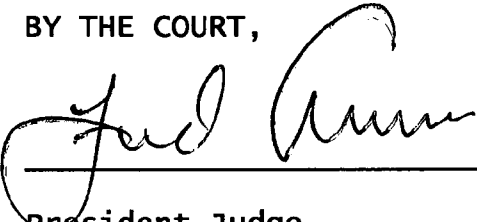
-VS- : No. 05-1554-CD

MARC J. GELFAND :

O R D E R

NOW, this 1st day of September, 2006, following argument on the Amended Preliminary Objections to Plaintiff's Complaint in Mortgage Foreclosure, it is the ORDER of this Court that the said Preliminary Objections be and are hereby granted, and the above-captioned action be and is hereby dismissed, without prejudice.

BY THE COURT,



President Judge

FILED 2cc:
013:41871
SEP 05 2006

Angela Blakely

William A. Shaw
Prothonotary/Clerk of Courts

610

DATE: 9/5/06

___ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) ☒ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ☒ Defendant(s) Attorney

___ Special Instructions:

FILED

SEP 05 2006

William A. Shaw
Prothonotary/Clerk of Courts