

Pluese, Becker & Saltzman, LLC.

Rob Saltzman, Esquire
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Mt. Laurel, NJ 08054
(856)813-1700
Attorneys for Plaintiff

CITIBANK NATIONAL ASSOCIATION,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2005, WACHOVIA
LOAN TRUST 2005-SD1 ASSET
BACKED CERTIFICATES, SERIES 2005-
SD1

Plaintiff,

v.

BRADLEY E. ZEIGLER AND
CHRISTINE J. ZEIGLER

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

2005-1787-CD

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

NOTICIA

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

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

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

FILED

NOV 15 2005

MAZLO/W

William A. Shaw

Prothonotary/Clerk of Courts

1 cert to Attor

3 cert to Sheriff

Jan 23, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Dep. Prothonotary

March 22, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
Deputy Prothonotary

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is:

Citibank, N.A. as Trustee Under The Pooling and Servicing Agreement Dated as of March 31, 2005, Wachovia Loan Trust 2005-SD1 Asset Backed Certificates, Series 2005-SD1
1100 Corporate Center Drive
Raleigh, NC 27607

2. Plaintiff is, or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

Wachovia Bank, National Association
301 South College Street
Charlotte, NC 28289

3. (a) Defendants, Bradley E. Zeigler and Christine J. Zeigler, are individuals whose last known address is 1404 Clarendon Avenue, Hyde, PA 16843.

(b) Defendants, Bradley E. Zeigler and Christine J. Zeigler, hold an interest in the subject property as mortgagors and record owners.

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

4. (a) The residential mortgage being foreclosed encumbers property located at 1404 Clarendon Avenue, Hyde, PA 16843, County of Clearfield.

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

(c) On October 10, 1997, the defendants / mortgagors made, executed and delivered a mortgage (the "Mortgage") upon the premises hereinafter described to TMS Mortgage Inc. d/b/a The Money Store which mortgage is recorded in the Office of the Recorder of Clearfield County, on October 14, 1997, in Mortgage Book 1879, page 383. Mortgage was then assigned to The Bank of New York, et al by an Assignment of Mortgage which was recorded on November 15, 1998 as Instrument No. 199801618. Mortgage was then assigned to Wachovia Bank, N.A. by Assignment of Mortgage which was recorded on December 28, 1998 as Instrument No. 200501792. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

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

5. The mortgage is in default because the Defendants, Bradley E. Zeigler and Christine J. Zeigler, failed to timely tender the monthly payment of \$288.41 due June 1, 2005, and thereafter failed to make the monthly payments. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

(a)	Principal balance of mortgage due and owing	\$29,825.11
(b)	Interest due and owing at the rate of 10.50% calculated from the default date above stated through November 30, 2005 Interest will continue to accrue at the per diem rate of \$8.65 through the date on which judgment <i>in rem</i> is entered in Plaintiff's favor.	\$1,821.68
(c)	Attorneys' fees	\$1,250.00
(d)	Corporate Advance	\$645.88
(e)	Accrued Late Charges	\$86.53
(f)	Title Search	\$300.00
(g)	Escrow Advance	\$1,333.97
	TOTAL <i>IN REM</i> JUDGMENT SOUGHT BY PLAINTIFF	\$35,263.17

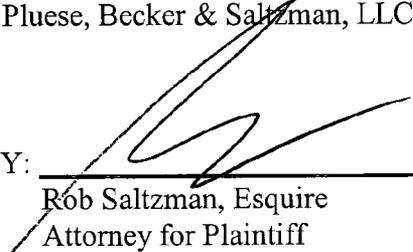
8. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorneys' fees will be charged.

WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendants above named in the total amount of \$35,263.17 as stated at Paragraph 6, plus all additional interest and late charges accruing through date of judgment entry; and

-- Foreclosure of the mortgagor's (s') equity of redemption and that of any persons or entities holding or claiming under them and Sheriff's Sale of the subject mortgaged property.

Pluese, Becker & Saltzman, LLC.

BY: 

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

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

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

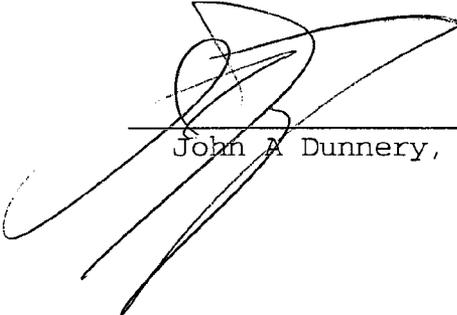
1. The amount of the original debt is stated in paragraph one of the Complaint attached hereto.
2. The Plaintiff who is named in the attached Notice to Plead and Complaint is the Creditor to whom the debt is owed.
3. The debt described in the Complaint attached hereto and evidenced by the copy of the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

VERIFICATION

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

Date:

11/14/05



John A Dunnery, VP

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Loan Number: 0009611289
Parcel Number: 123-J9-268-63

EXHIBIT "A"

3. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD,
STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF
PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID#
123-J9-268-63, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND
IRON WORKS ADDITION TO CLEARFIELD.

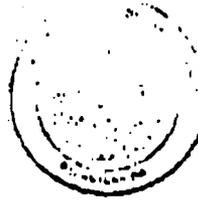
DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCCOMICAL AND ROBERT E.
MCCOMICAL, WIFE AND HUSBAND, AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED
05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF
PENNSYLVANIA.

Exhibit A
CLEARFIELD COUNTY

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CLEARFIELD COUNTY
ENTERED OF RECORD
TIME d 3:11pm 10-10-97
BY Lorenzo - Kuhn/Kowski
FEES 25.50
Karen L. Starck, Recorder

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Parcel Number:
123-J9-268-63
After recording return to:
The Money Store/Packaging
P.O. Box 16012B
Sacramento, CA 95816-012B

0089611289

①

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made this Tenth Day of October, 1997
between the Mortgagor, Bradley E. Zeigler And Christine J. Zeigler, Husband And Wife.

(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., dba The Money Store
which is organized and existing under the laws of New Jersey
Sacramento, CA 95834 and whose address is 1625 N. Market Blvd., 3rd Floor.
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-One Thousand, Five
Hundred Dollars (U.S. \$ 31,500.00)
together with interest, which indebtedness is evidenced by Borrower's note dated October 10, 1997
(the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner
paid, due and payable on November 1, 2027

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions
and renewals of the Note; the payment of all other sums, with interest thereon, advanced in accordance with this Security
Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of
Borrower contained in this Mortgage, Borrower does hereby mortgage, grant and convey to Lender, the following described
property located in Clearfield
County, Pennsylvania:
(SEE EXHIBIT 'A' ATTACHED)

being the same property commonly known as: 1404 Clarendon Ave., Hyde, PA 16843
("Property Address").

PENNSYLVANIA MORTGAGE and Original - Record
M003-1PA

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Exhibit 'B'

CLEARFIELD COUNTY

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

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

2. **Funds for Taxes and Insurance.** If required by Lender, and subject to applicable law, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 18, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

PENNSYLVANIA MORTGAGE *non* Original - Record

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

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

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights on the Property in accordance with Paragraph 8. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement to Lender of any proceeds made by check or other draft.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. If under Paragraph 1B the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains a mortgage clause, or (iii) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a loss payee on any payment of insurance proceeds upon Lender's notice to insurer of Lender's interest in the insurance proceeds.

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

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

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment

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shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

8. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand of Lender. The Borrower's obligation to pay the amounts advanced by Lender under this Paragraph 8 shall continue in full force and effect after the entry of any judgment in mortgage foreclosure or a judgment on the Note.

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

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

Lender may accept partial payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are notated as a payment in full, or with a notation of similar meaning.

13. **Successors and Assigns Bound; Joint and Several Liability; Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only as mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

16. **Borrower's Copy.** Borrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

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

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

18. **Acceleration; Remedies.** Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the

PENNSYLVANIA MORTGAGE 2010 Original - Record

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breach; (3) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument or foreclosure by judicial proceeding.

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

Borrower agrees that the interest rate payable after judgment is entered on the Note, or in an action of mortgage foreclosure, shall be the rate payable from time to time under the Note.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued up to one hour prior to sale of the Property if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.

20. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (including those past due). All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

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

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

As used in this Paragraph 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

PENNSYLVANIA MORTGAGE *Original - Record*
M002-0PA

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0089611289

VO: 1870-089

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

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

Adjustable Rate Mortgage Loan Rider attached hereto and incorporated herein by this reference.

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

Bradley E. Zeigler (Seal) Borrower

Christine J. Zeigler (Seal) Borrower

____ (Seal) Borrower

____ (Seal) Borrower

Certificate of Residence

I, George D. Kulakowski, Esq., do hereby certify that the correct address of the within-named Lender is 1625 N. Market Blvd., 3rd Floor, Sacramento, CA 95834

Witness my hand this 10th day of October, 1997

George D. Kulakowski
Agent of Lender

COMMONWEALTH OF PENNSYLVANIA,

Jefferson County as:

On this, the 10th day of October, 1997, personally appeared Bradley E. Zeigler & Christine J. Zeigler, husband & wife, before me, the undersigned officer, known to me (or seen (actually provided) to be) the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

H. Louise Derramin
Title of Officer

Notarial Seal
H. Louise Derramin, Notary Public
Pennsylvania State, Jefferson County
My Commission Expires May 1, 2001
Member, Pennsylvania Association of Notaries

PENNSYLVANIA MORTGAGE serv
8005-79A

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Loan Number: 0089611289

Parcel Number: 123-J9-268-63

EXHIBIT "A"

3. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID# 123-J9-148-63, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND IRON WORKS ADDITION TO CLEARFIELD.

DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCGONIGAL AND ROBERT E. MCGONIGAL, WIFE AND HUSBAND, AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED 05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

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Loan No. 0089611289

ADJUSTABLE RATE RIDER
(LIBOR 6 Month Libor Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 10th day of October 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to TMS Mortgage Inc., dba The Money Store

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
1404 Clarendon Ave., Hyde, PA 16843

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of November, 2001 and on the 1st day of every 6th month(s) thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 Month Libor U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published by *The Wall Street Journal*. The most recent Index figure available as of the 20th day of the calendar month immediately preceding each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer published by *The Wall Street Journal*, the Note Holder will choose a new index or source of index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and 1/10 percentage points (6.100 %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER 0010 Original - Record

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11/04/2005 09:42 18564897894

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.500 % or less than 10.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding Six month(s). My interest rate will never be greater than 16.500 %, or less than 10.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notices of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any payment change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Bradley E. Zaigler (Seal)
Borrower

Christine J. Zaigler (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

MULTISTATE ADJUSTABLE RATE RIDER 2004 Original - Record
000882

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0089611289

Entered of Record 10-14 1997 2:24pm Karen L. Starck, Recorder

Prepared By:
Nonko Oshima
The Money Store
800-562-6937
4837 Watt Avenue
North Highlands, CA 95660

After Recording,
Mail To:
The Money Store,
4837 Watt Avenue,
North Highlands, CA 95660

Dated: November 15, 1998 SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY

CORPORATION ASSIGNMENT OF MORTGAGE

For Value Received, TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation, 2640 Morris Avenue, Union, NJ 07083 hereby grants and transfers to:

The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1997, Series 1997-D

whose address is 20 Broad Street, LL-2, New York City, NY 10005 all beneficial interest under that certain Deed of Trust dated 10/10/97, in the amount of \$31,500.00, executed by Bradley E. Zeigler, and Christine J. Zeigler, husband and wife, Borrower, and TMS Mortgage Inc., dba The Money Store, Mortgagee, and recorded as Bk. 1878, Pg. 983, on 10/14/97, in the Official Records of the Clearfield County Recorder's office in the State of PA, describing the land therein as: 1404 Clarandon Ave., Hyde, PA, 16843

SEE ATTACHED LEGAL DESCRIPTION
Parcel # 123-JD-268-63

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation

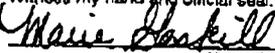

Robert L. Minnich, Vice President

I hereby verify that the precise address of the within named assignee is: 20 Broad Street LL-2, New York City, NY 10005


Kristen McCullough, Document Recording Specialist

State of California
County of Sacramento

On November 15, 1998 before me, the undersigned notary public, personally appeared Robert L. Minnich, Vice President, of TMS Mortgage Inc., DBA The Money Store, who reside at 4837 Watt Avenue, North Highlands, CA 95660, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, they, or the entity upon behalf of which they acted, executed the instrument.

Witness my hand and official seal.

Marie Gaskill
Notary Public



Loan#: 0089611289
Borrower's Last Name: Zeigler
Prepared by: Nonko Oshima, (800)562-6937, 4837 Watt Avenue, North Highlands, CA 95660

0089611289

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 361, DEED 131-J-368-63, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND IRON WORKS ADDITION TO CLEARFIELD.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199801618

RECORDED ON
Dec 28, 1998
11:03:48 AM

RECORDING FEES -	\$13.50
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
TOTAL	\$16.00

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:
RECONVEYANCE SERVICES**

Instrument Number - 200501792
Recorded On 2/8/2005 At 2:31:40 PM
* Instrument Type - ASSIGNMENT
* Total Pages - 3
Invoice Number - 124604
* Assignor - BANK OF NEW YORK
* Assignee - WACHOVIA BANK
* Customer - RECONVEYANCE SERVICES

* FEES	
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER	\$13.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Recording Requested By:
HOMEQ SERVICING CORPORATION

And When Recorded Mail To:
Homeq Servicing Corporation
P O Box 13309
Mailcode #CA3501
Sacramento, CA 95813-3309

Prepared by:
PRINCETON RECONVEYANCE SERVICE

Space above for Recorder's use

ASSIGNMENT OF MORTGAGE

Loan#: 0089611289 Project ID#: 5,312 Cust#: 781 Date: DECEMBER 06, 2004

For good and valuable consideration, the sufficiency of which is hereby acknowledged,
THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997, SERIES 1997-D, 20 BROAD ST. LL-2 NEW YORK NY 10005
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
WACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

the described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for, \$31,500.00 is recorded in the State of PENNSYLVANIA, Township of ~~...~~ County of CLEARFIELD Official Records, dated OCTOBER 10, 1997 and recorded on ---, as Instrument No. ---, in Book No. 1879, at Page No. 383.

*lawrence
Original Mortgagor: BRADLEY E. ZEIGLER AND CHRISTINE J. ZEIGLER, HUSBAND AND WIFE

Original Mortgagee: TMS MORTGAGE INC., DBA THE MONEY STORE
Property Address: 1404 CLARENDON AVE HYDE PA 15843-

I hereby certify that the precise address of the within names assignee is:
WACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

By: Jackie Cook Jackie Cook
Name/Title

HOMEQ SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D

By: Blanca Vargas
Blanca Vargas, Vice President

State of CALIFORNIA)
County of SACRAMENTO) ss.

On DECEMBER 06, 2004, before me, Gary L. Snyder, personally appeared Blanca Vargas, Vice President of HOMEQ SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Gary L. Snyder
(Notary Name): Gary L. Snyder



DF785

BRADLEY E ZEIGLER

**1404 CLARENDON AVE
HYDE, PA 16843**

**August 4, 2005
0089611289**

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE



Exhibit 'C'

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

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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

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- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. HOWEVER, YOU DO NOT HAVE THE RIGHT TO CURE YOUR DEFAULTS ANY MORE THAN THREE TIMES IN A CALENDAR YEAR;
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THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
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If you received a discharge of the account through the Bankruptcy Court and if your account has not been reaffirmed, the acceleration and sale will not result in your being held personally liable for the debt and this letter is not an attempt to collect a personal debt. However, failure to pay the delinquent balance is necessary to avoid foreclosure.

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

BRADLEY E ZEIGLER

P O BOX 327
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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WACHOVIA

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

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

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

TEMPORARY STAY OF FORECLOSURE

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

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier’s check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

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HOMEQ SERVICING

DF785

CHRISTINE J ZEIGLER

1404 CLARENDON AVE
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August 4, 2005
0089611289

NBRC

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WACHOVIA

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Overnight
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1100 Corporate Center Drive
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This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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

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

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

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

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

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

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE



WACHOVIA

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

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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

If you have not cured the default within the THIRTY (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due plus any late charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

Pluese, Becker & Saltzman, LLC.
Rob Saltzman, Esquire
Attorney Identification No.: 53957
20000 Horizon Way
Suite 900
Mt. Laurel, NJ 08054
(856) 813-1700
Attorney for Plaintiff
78316

CITIBANK NATIONAL ASSOCIATION,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2005, WACHOVIA
LOAN TRUST 2005-SD1 ASSET
BACKED CERTIFICATES, SERIES 2005-
SD1

Plaintiff,

v.

BRADLEY E. ZEIGLER AND
CHRISTINE J. ZEIGLER

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 2005-1787-CD

PRAECIPE TO REINSTATE
MORTGAGE FORECLOSURE
COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the above captioned Complaint in Mortgage Foreclosure.

PLUESE, BECKER & SALTZMAN, LLC.

BY: 
Rob Saltzman, Esquire
#53957

FILED *rec Atty*
m/4/01/02
JAN 23 2006 *Atty pd. 7:00*

William A. Shaw
Prothonotary/Clerk of Courts *rec 2*
Reinstated

to Staff
(GK)

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 3 Services

Sheriff Docket # **101007**

CITIBANK NATIONAL ASSOCIATION

Case # 05-1787-CD

vs.

BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW January 26, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BRADLEY E. ZEIGLER, DEFENDANT. 1404 CLARENDON AVE., HYDE, PA. "EMPTY".

SERVED BY: /

FILED

01/23/06
JAN 26 2006

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 3 Services

Sheriff Docket # **101007**

CITIBANK NATIONAL ASSOCIATION

Case # 05-1787-CD

vs.

BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW January 26, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CHRISTINE J. ZEIGLER, DEFENDANT. 1404 CLARENDON AVE., HYDE, PA. "EMPTY"..

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 3 of 3 Services

Sheriff Docket # **101007**

CITIBANK NATIONAL ASSOCIATION

Case # 05-1787-CD

vs.

BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW January 26, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO TENANT/OCCUPANT, DEFENDANT. 1404 CLARENDON AVE., HYDE, PA. "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101007
NO: 05-1787-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIBANK NATIONAL ASSOCIATION
vs.
DEFENDANT: BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

SHERIFF RETURN

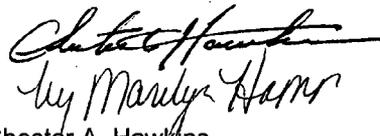
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PLUESE	72384	30.00
SHERIFF HAWKINS	PLUESE	72383	27.88

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

Pluese, Becker & Saltzman, LLC.

Rob Saltzman, Esquire
Attorney Identification No.: 53957
20000 Horizon Way, Ste 900
Mt. Laurel, NJ 08054
(856)813-1700
Attorneys for Plaintiff

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

CITIBANK NATIONAL ASSOCIATION,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2005, WACHOVIA
LOAN TRUST 2005-SD1 ASSET
BACKED CERTIFICATES, SERIES 2005-
SD1

2005-1787-CD

Plaintiff,

v.

BRADLEY E. ZEIGLER AND
CHRISTINE J. ZEIGLER

Defendants.

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

PENNSYLVANIA LAWYER REFERRAL SERVICE
Pennsylvania Bar Association
PO Box 185
Harrisburg, PA 17108

NOTICIA

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

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

PENNSYLVANIA LAWYER REFERRAL SERVICE
Pennsylvania Bar Association
PO Box 185
Harrisburg, PA 17108

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

NOV 15 2005

Attest.

William B. [Signature]
Prothonotary/
Clerk of Courts

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is:

Citibank, N.A. as Trustee Under The Pooling and Servicing Agreement Dated as of March 31, 2005, Wachovia Loan Trust 2005-SD1 Asset Backed Certificates, Series 2005-SD1
1100 Corporate Center Drive
Raleigh, NC 27607

2. Plaintiff is, or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

Wachovia Bank, National Association
301 South College Street
Charlotte, NC 28289

3. (a) Defendants, Bradley E. Zeigler and Christine J. Zeigler, are individuals whose last known address is 1404 Clarendon Avenue, Hyde, PA 16843.

(b) Defendants, Bradley E. Zeigler and Christine J. Zeigler, hold an interest in the subject property as mortgagors and record owners.

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

4. (a) The residential mortgage being foreclosed encumbers property located at 1404 Clarendon Avenue, Hyde, PA 16843, County of Clearfield.

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

(c) On October 10, 1997, the defendants / mortgagors made, executed and delivered a mortgage (the "Mortgage") upon the premises hereinafter described to TMS Mortgage Inc. d/b/a The Money Store which mortgage is recorded in the Office of the Recorder of Clearfield County, on October 14, 1997, in Mortgage Book 1879, page 383. Mortgage was then assigned to The Bank of New York, et al by an Assignment of Mortgage which was recorded on November 15, 1998 as Instrument No. 199801618. Mortgage was then assigned to Wachovia Bank, N.A. by Assignment of Mortgage which was recorded on December 28, 1998 as Instrument No. 200501792. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

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

5. The mortgage is in default because the Defendants, Bradley E. Zeigler and Christine J. Zeigler, failed to timely tender the monthly payment of \$288.41 due June 1, 2005, and thereafter failed to make the monthly payments. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

(a)	Principal balance of mortgage due and owing	\$29,825.11
(b)	Interest due and owing at the rate of 10.50% calculated from the default date above stated through November 30, 2005 Interest will continue to accrue at the per diem rate of \$8.65 through the date on which judgment <i>in rem</i> is entered in Plaintiff's favor.	\$1,821.68
(c)	Attorneys' fees	\$1,250.00
(d)	Corporate Advance	\$645.88
(e)	Accrued Late Charges	\$86.53
(f)	Title Search	\$300.00
(g)	Escrow Advance	\$1,333.97

TOTAL *IN REM* JUDGMENT SOUGHT BY PLAINTIFF **\$35,263.17**

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

WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendants above named in the total amount of \$35,263.17 as stated in paragraph 6, plus an additional interest and late charges accruing through date of entry of judgment.

-- Foreclosure of the mortgagee's (the equity of redemption and that of any persons or entities claiming under them and Sheriff's Sale of the subject mortgaged property.

Pluse, Becker & Saltzman, LLC.

BY: _____

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

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

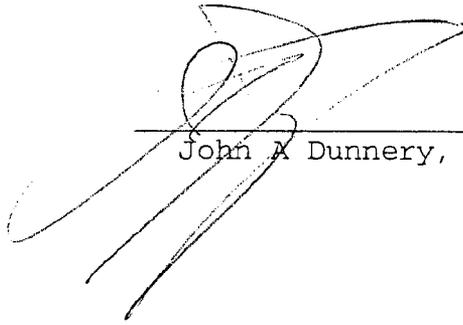
To the extent the act may apply, please be advised of the following:

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

VERIFICATION

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

Date: 10/14/05



John A Dunnery, VP

VOL 1979 PAGE 390
Loan Number: 0089611289
Parcel Number: 123-J9-268-63

EXHIBIT "A"

3. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD,
STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF
PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID#
123-J9-268-63, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND
IRON WORKS ADDITION TO CLEARFIELD.

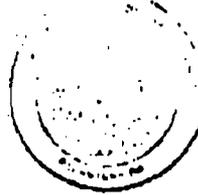
DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCCONIGAL AND ROBERT E.
MCCONIGAL, WIFE AND HUSBAND, AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED
05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF
PENNSYLVANIA.

Exhibit A
CLEARFIELD COUNTY

VOL 1879 PAGE 283

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:34pm 10-19-97
BY Lorenza - Kalkowski
FEES 25.50
Karen L. Starck, Recorder

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Parcel Number:
123-J9-268-63
After recording return to:
The Money Store/Packaging
P.O. Box 160128
Sacramento, CA 95816-0128

0089611289

①

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made this Tenth Day of October, 1997
between the Mortgagor, Bradley E. Zeigler And Christine J. Zeigler, Husband And Wife.

(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., dba The Money Store
which is organized and existing under the laws of New Jersey
and whose address is 1625 N. Market Blvd., 3rd Floor.
Sacramento, CA 95834 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-One Thousand, Five
Hundred Dollars (U.S. \$ 31,500.00)
together with interest, which indebtedness is evidenced by Borrower's note dated October 10, 1997
(the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner
paid, due and payable on November 1, 2027

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions
and renewals of the Note; the payment of all other sums, with interest thereon, advanced in accordance with this Security
Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of
Borrower contained in this Mortgage, Borrower does hereby mortgage, grant and convey to Lender, the following described
property located in Clearfield County, Pennsylvania:
(SEE EXHIBIT 'A' ATTACHED)

being the same property commonly known as: 1404 Clarendon Ave., Hyde, PA 16843
PENNSYLVANIA MORTGAGE #119 Original - Record
18002-TPA
("Property Address")

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Exhibit 'B'
CLEARFIELD COUNTY

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness and all other charges evidenced by the Note.
2. **Funds for Taxes and Insurance.** If required by Lender, and subject to applicable law, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 18, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.
3. **Application of Payments.** All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

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

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

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights on the Property in accordance with Paragraph 8. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement to Lender of any proceeds made by check or other draft.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. If under Paragraph 1B the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains a mortgage clause, or (iii) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a loss payee on any payment of insurance proceeds upon Lender's notice to insurer of Lender's interest in the insurance proceeds.

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

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

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment

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shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

8. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand of Lender. The Borrower's obligation to pay the amounts advanced by Lender under this Paragraph 8 shall continue in full force and effect after the entry of any judgment in mortgage foreclosure or a judgment on the Note.

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either in restoration or repair of the Property or the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

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

Lender may accept partial payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are noted as a payment in full, or with a notation of similar meaning.

13. **Successors and Assigns Bound; Joint and Several Liability; Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

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

16. **Borrower's Copy.** Borrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

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

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

18. **Acceleration; Remedies.** Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the

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breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument or foreclosure by judicial proceeding.

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

Borrower agrees that the interest rate payable after judgment is entered on the Note, or in an action of mortgage foreclosure, shall be the rate payable from time to time under the Note.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued up to one hour prior to sale of the Property if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.

20. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

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

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

As used in this Paragraph 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

Adjustable Rate Mortgage Loan Rider attached hereto and incorporated herein by this reference.

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

Bradley E. Zeigler (Seal) Borrower

Christine J. Zeigler (Seal) Borrower

Certificate of Residence
I, George D Kulakowski, Esq. do hereby certify that the correct address of the within-named Lender is 1625 N. Market Blvd., 3rd Floor, Sacramento, CA 95834

Witness my hand this 10th day of October 1997

George D Kulakowski Agent of Lender

COMMONWEALTH OF PENNSYLVANIA, Jefferson County is:

On this, the 10th day of October 1997, before me, the undersigned officer, personally appeared Bradley P. Zeigler + Christine J. Zeigler, husband + wife.

person(s) whose name(s) subscribed to the within instrument and acknowledged that known to me (or satis (actually provided) to be the executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:

[Signature]
Title of Officer

Notarial Seal
H. Louise Deyarmin, Notary Public
Pottsville, Berks, Jefferson County
My Commission Expires May 1, 2001
Member, Pennsylvania Association of Notaries

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8002-79A

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Loan Number: 0089611289

Parcel Number: 123-J9-268-43

EXHIBIT "A"

**3. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD,
STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:**

**ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF
PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID#
123-J9-268-43, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND
IRON WORKS ADDITION TO CLEARFIELD.**

**DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCGONIGAL AND ROBERT E.
MCGONIGAL, WIFE AND HUSBAND, AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED
05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF
PENNSYLVANIA.**

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Loan No. 0089611289

ADJUSTABLE RATE RIDER
(LIBOR 6 Month Libor Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 10th day of October 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to TMS Mortgage Inc., dba The Money Store

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
1404 Clarendon Ave., Hyde, PA 16843

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of rate and the monthly payments, as follows:

10.500%. The Note provides for changes in the interest

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of November, 2001 and on the 1st day of every 6th month(s) thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 Month Libor U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published by *The Wall Street Journal*. The most recent Index figure available as of the 20th day of the calendar month immediately preceding each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer published by *The Wall Street Journal*, the Note Holder will choose a new Index or source of Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and 1/10 percentage points (6.100 %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at any new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.500 % or less than 10.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding SIX month(s). My interest rate will never be greater than 10.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any payment change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Bradley E. Zaigler (Seal)
Borrower

Christine J. Zaigler (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

MULTISTATE ADJUSTABLE RATE RIDER 2004 Original - Record
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0089611289

Entered of Record 10-14 1997, 2:24pm Karen L. Starck, Recorder

Prepared By:
Noriko Oshima
The Money Store
800-562-6937
4837 Watt Avenue
North Highlands, CA 95660

After Recording,
Mail To:
The Money Store,
4837 Watt Avenue,
North Highlands, CA 95660

Dated: November 15, 1998 SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY

CORPORATION ASSIGNMENT OF MORTGAGE

For Value Received, TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation, 2840 Morris Avenue, Union, NJ 07093 hereby grants and transfers to:

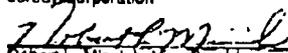
The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1997, Series 1997-0

whose address is 20 Broad Street, LL-2, New York City, NY 10005 all beneficial interest under that certain Deed of Trust dated 10/10/97, in the amount of \$31,600.00, executed by Bradley E. Zeigler, and Christine J. Zeigler, husband and wife, Borrower, and TMS Mortgage Inc., dba The Money Store, Mortgagee, and recorded as Bk. 1878, Pg. 383, on 10/14/97, in the Official Records of the Clearfield County Recorder's office in the State of PA, describing the land therein as: 1404 Clarandon Ave., Hyde, PA, 16843

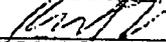
SEE ATTACHED LEGAL DESCRIPTION
Parcel # 123-J9-268-63

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation


Robert L. Minnich, Vice President

I hereby certify that the precise address of the within named assignee is: 20 Broad Street LL-2, New York City, NY 10005


Kristen McCullough, Document Recording Specialist

State of California
County of Sacramento

On November 15, 1998 before me, the undersigned notary public, personally appeared Robert L. Minnich, Vice President, of TMS Mortgage Inc., DBA The Money Store, who reside at 4837 Watt Avenue, North Highlands, CA 95660, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, they, or the entity upon behalf of which they acted, executed the instrument.

Witness my hand and official seal.


Marie Gaskill
Notary Public



Loan#: 0089611288
Borrower's Last Name: Zeigler
Prepared by: Noriko Oshima, (800)562-6937, 4837 Watt Avenue, North Highlands, CA 95660

0089611289

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1214, PAGE 351, IDS 121-3-168-63, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND IRON WORKS ADDITION TO CLEARFIELD.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199801618

RECORDED ON
Dec 28, 1998
11:03:48 AM

RECORDING FEES -	\$13.50
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
TOTAL	\$16.00

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
RECONVEYANCE SERVICES

Instrument Number - 200501792
Recorded On 2/8/2005 At 2:31:40 PM
* Instrument Type - ASSIGNMENT
* Total Pages - 3
Invoice Number - 124604
* Assignor - BANK OF NEW YORK
* Assignee - WACHOVIA BANK
* Customer - RECONVEYANCE SERVICES

* FEES	
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER	\$13.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Recording Requested By:
HOMEQ SERVICING CORPORATION

And When Recorded Mail To:
Homeq Servicing Corporation
P O Box 13309
Mailcode #CA3501
Sacramento, CA 95813-3309

Prepared by:
PRINCETON RECONVEYANCE SERVICE

Space above for Recorder's use

ASSIGNMENT OF MORTGAGE

Loan#: 0085611289 Project ID#: 5,312 Cust#: 781 Date: DECEMBER 06, 2004

For good and valuable consideration, the sufficiency of which is hereby acknowledged,
THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997, SERIES 1997-D, 20 BROAD ST. LL-2 NEW YORK NY 10005

by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
WACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

the described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$31,500.00 is recorded in the State of PENNSYLVANIA, Township of ~~HEBE~~ County of CLEARFIELD Official Records, dated OCTOBER 10, 1997 and recorded on ---, as Instrument No. ---, in Book No. 1879, at Page No. 383.

Original Mortgagor: **Lawrence* BRADLEY E. ZEIGLER AND CHRISTINE J. ZEIGLER, HUSBAND AND WIFE

Original Mortgagee: TMS MORTGAGE INC., DBA THE MONEY STORE
Property Address: 1404 CLARENDON AVE HYDE PA 16843-

I hereby certify that the precise address of the within names assignee is: WACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

By: *Jackie Cook* Jackie Cook
Name/Title

HOMEQ SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D

By: *Blanca Vargas*
Blanca Vargas, Vice President

State of CALIFORNIA
County of SACRAMENTO

} ss.

On DECEMBER 06, 2004, before me, Gary L. Snyder, personally appeared Blanca Vargas, Vice President of ~~HOME~~ SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Gary L. Snyder
(Notary Name): Gary L. Snyder



HOMEQ SERVICING

DF785

BRADLEY E ZEIGLER

1404 CLARENDON AVE
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE



Exhibit 'C'

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

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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier’s check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

BRADLEY E ZEIGLER

P O BOX 327
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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THIS NOTICE CONTINUES ON THE NEXT PAGE



WACHOVIA

HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM
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If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.

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g) Total amount required as of (due date):	\$1571.14

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HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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IF THE MORTGAGE IS FORECLOSED UPON

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

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EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE
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You are notified that this default, and any other legal action that may occur as a result thereof, may be reported by HomEq to one or more credit reporting agencies.

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Sincerely,

HomEq Servicing Corporation

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As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

CHRISTINE J ZEIGLER

1404 CLARENDON AVE
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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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 IMMEDIATAMENTE 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.

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WACHOVIA

HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM
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FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

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

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

TEMPORARY STAY OF FORECLOSURE

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

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier’s check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

If you have not cured the default within the THIRTY (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due plus any late charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

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HOMEQ SERVICING

DF785

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Telephone Number:	1-800-795-5125

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Pluse, Becker & Saltzman, LLC.

Rob Saltzman, Esquire
Attorney Identification No.: 53957
20000 Horizon Way, Ste 900
Mt. Laurel, NJ 08054
(856)813-1700
Attorneys for Plaintiff

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

CITIBANK NATIONAL ASSOCIATION,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2005, WACHOVIA
LOAN TRUST 2005-SD1 ASSET
BACKED CERTIFICATES, SERIES 2005-
SD1

2005-1787-CD

Plaintiff,

v.

BRADLEY E. ZEIGLER AND
CHRISTINE J. ZEIGLER

Defendants.

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

NOTICIA

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

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

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

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

NOV 15 2005

Attest.

W. L. ...
Prothonotary/
Clerk of Courts

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is:

Citibank, N.A. as Trustee Under The Pooling and Servicing Agreement Dated as of March 31, 2005, Wachovia Loan Trust 2005-SD1 Asset Backed Certificates, Series 2005-SD1
1100 Corporate Center Drive
Raleigh, NC 27607

2. Plaintiff is, or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

Wachovia Bank, National Association
301 South College Street
Charlotte, NC 28289

3. (a) Defendants, Bradley E. Zeigler and Christine J. Zeigler, are individuals whose last known address is 1404 Clarendon Avenue, Hyde, PA 16843.

(b) Defendants, Bradley E. Zeigler and Christine J. Zeigler, hold an interest in the subject property as mortgagors and record owners.

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

4. (a) The residential mortgage being foreclosed encumbers property located at 1404 Clarendon Avenue, Hyde, PA 16843, County of Clearfield.

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

(c) On October 10, 1997, the defendants / mortgagors made, executed and delivered a mortgage (the "Mortgage") upon the premises hereinafter described to TMS Mortgage Inc. d/b/a The Money Store which mortgage is recorded in the Office of the Recorder of Clearfield County, on October 14, 1997, in Mortgage Book 1879, page 383. Mortgage was then assigned to The Bank of New York, et al by an Assignment of Mortgage which was recorded on November 15, 1998 as Instrument No. 199801618. Mortgage was then assigned to Wachovia Bank, N.A. by Assignment of Mortgage which was recorded on December 28, 1998 as Instrument No. 200501792. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

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

5. The mortgage is in default because the Defendants, Bradley E. Zeigler and Christine J. Zeigler, failed to timely tender the monthly payment of \$288.41 due June 1, 2005, and thereafter failed to make the monthly payments. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

(a)	Principal balance of mortgage due and owing	\$29,825.11
(b)	Interest due and owing at the rate of 10.50% calculated from the default date above stated through November 30, 2005 Interest will continue to accrue at the per diem rate of \$8.65 through the date on which judgment <i>in rem</i> is entered in Plaintiff's favor.	\$1,821.68
(c)	Attorneys' fees	\$1,250.00
(d)	Corporate Advance	\$645.88
(e)	Accrued Late Charges	\$86.53
(f)	Title Search	\$300.00
(g)	Escrow Advance	\$1,333.97

TOTAL *IN REM* JUDGMENT SOUGHT BY PLAINTIFF **\$35,263.17**

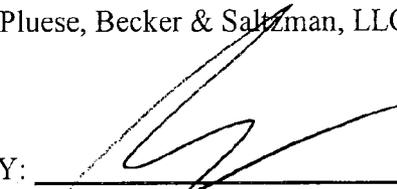
8. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorneys' fees will be charged.

WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendants above named in the total amount of \$35,263.17 as stated at Paragraph 6, plus all additional interest and late charges accruing through date of judgment entry; and

-- Foreclosure of the mortgagor's (s') equity of redemption and that of any persons or entities holding or claiming under them and Sheriff's Sale of the subject mortgaged property.

Pluese, Becker & Saltzman, LLC.

BY: 

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

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

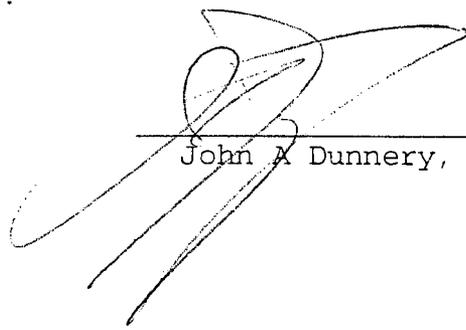
To the extent the act may apply, please be advised of the following:

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

VERIFICATION

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

Date: 10/14/05



John A Dunnery, VP

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Loan Number: 0089611289

Parcel Number: 123-J9-268-63

EXHIBIT "A"

**3. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD,
STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:**

**ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF
PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID#
123-J9-268-63, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND
IRON WORKS ADDITION TO CLEARFIELD.**

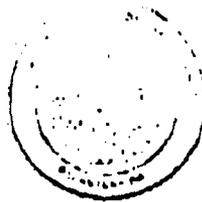
**DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCGONIGAL AND ROBERT E.
MCGONIGAL, WIFE AND HUSBAND AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED
05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF
PENNSYLVANIA.**

Exhibit 'A'
CLEARFIELD COUNTY

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CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:34 PM 10-19-97
BY Lorenza - Ksh Kowski
FEES 25.50
Karen L. Starck, Recorder

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Parcel Number:
120-J9-268-63
After recording return to:
The Money Store/Packaging
P.O. Box 160128
Sacramento, CA 95816-0128

MORTGAGE

0089611289

①

THIS MORTGAGE ("Security Instrument") is made this Tenth Day of October, 1997
between the Mortgagor, Bradley E. Zeigler And Christine J. Zeigler, Husband And Wife.

(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., dba The Money Store
which is organized and existing under the laws of New Jersey
Sacramento, CA 95834 and whose address is 1625 N. Market Blvd., 3rd Floor.
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-One Thousand, Five
Hundred Dollars (U.S. \$ 31,500.00)
together with interest, which indebtedness is evidenced by Borrower's note dated October 10, 1997
(the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner
paid, due and payable on November 1, 2027

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions
and renewals of the Note; the payment of all other sums, with interest thereon, advanced in accordance with this Security
Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of
Borrower contained in this Mortgage, Borrower does hereby mortgage, grant and convey to Lender, the following described
property located in Clearfield County, Pennsylvania:
(SEE EXHIBIT 'A' ATTACHED)

being the same property commonly known as: 1404 Clarendon Ave., Hyde, PA 16843

PENNSYLVANIA MORTGAGE with Original - Record
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("Property Address").

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Exhibit 'B'
CLEARFIELD COUNTY

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

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

2. **Funds for Taxes and Insurance.** If required by Lender, and subject to applicable law, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and property over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or if any; and (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally retained mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that the Funds sets a lesser amount. If no, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is a depository institution or a Federal Home Loan Bank). Lender shall apply the Funds to pay the Escrow Items, unless Lender pays otherwise. Lender shall annually analyze the escrow account, or verifying the escrow items, unless Lender pays otherwise. Lender shall apply the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits to the Funds and the purpose for which each debit to the Funds was made. The Funds are not to be used as security for any other debts secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 18, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

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

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

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights on the Property in accordance with Paragraph 8. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement to Lender of any proceeds made by check or other draft.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. If under Paragraph 1B the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains a mortgage clause, or (iii) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a loss payee on any payment of insurance proceeds upon Lender's notice to insurer of Lender's interest in the insurance proceeds.

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

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

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment

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shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

8. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand of Lender. The Borrower's obligation to pay the amounts advanced by Lender under this Paragraph 8 shall continue in full force and effect after the entry of any judgment in mortgage foreclosure or a judgment on the Note.

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

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

Lender may accept partial payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are notated as a payment in full, or with a notation of similar meaning.

13. Successors and Assigns Bound; Joint and Several Liability; Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

14. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by first class mail addressed to the Property Address or to such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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

16. Borrower's Copy. Borrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

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

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

18. Acceleration; Remedies. Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the

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breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument or foreclosure by judicial proceeding.

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

Borrower agrees that the interest rate payable after judgment is entered on the Note, or in an action of mortgage foreclosure, shall be the rate payable from time to time under the Note.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued up to one hour prior to sale of the Property if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

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

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

As used in this Paragraph 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

PENNSYLVANIA MORTGAGE ORIGINAL - Record

MO02-0PA

Page 4 of 7

0089611289

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

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

Adjustable Rate Mortgage Loan Rider attached hereto and incorporated herein by this reference.

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

Bradley E. Zeigler (Seal) Borrower
Christine J. Zeigler (Seal) Borrower

Christine J. Zeigler (Seal) Borrower
George D. Kulakowski (Seal) Agent of Lender

Certificate of Residence

I, George D. Kulakowski, Esq., do hereby certify that the correct address of the within-named Lender is 1625 N. Market Blvd., 3rd Floor, Sacramento, CA 95834

Witness my hand this 10th day of October, 1997

George D. Kulakowski
Agent of Lender

COMMONWEALTH OF PENNSYLVANIA,

Jefferson County is:

On this, the 10th day of October, 1997, before me, the undersigned officer, personally appeared Bradley E. Zeigler & Christine J. Zeigler, husband & wife.

person(s) whose name(s) subscribed to the within instrument and acknowledged that executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:

Title of Officer

Notarial Seal
H. Louise Deyarmin, Notary Public
Pursuant to Act 120, Jefferson County
My Commission Expires May 1, 2001
Member, Pennsylvania Association of Notaries

PENNSYLVANIA MORTGAGE 6010
8005-79A

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Original - Record

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Lease Number: 0089611289

Parent Number: 123-J9-268-63

EXHIBIT "A"

**3. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD,
STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:**

**ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF
PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID#
123-J9-268-63, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK M, STEEL AND
IRON WORKS ADDITION TO CLEARFIELD.**

**DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCGONIGAL AND ROBERT E.
MCGONIGAL, WIFE AND HUSBAND, AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED
05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF
PENNSYLVANIA.**

vol 1879 pg 291

Loan No. 0089611289

ADJUSTABLE RATE RIDER
(LIBOR 6 Month Libor Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 10th day of October 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to TNS Mortgage Inc., dba The Money Store

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1404 Clarendon Ave., Hyde, PA 15843

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

10.500%. The Note provides for changes in the interest

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of November, 2001 and on the 1st day of every 6th month(s) thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 Month Libor U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published by *The Wall Street Journal*. The most recent Index figure available as of the 20th day of the calendar month immediately preceding each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer published by *The Wall Street Journal*, the Note Holder will choose a new index or source of index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and 1/10 percentage points (6.100 %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - Original - Record

Page 1 of 1

UNRECORDED COPY OF ORIGINAL RECORD COPY FROM CLEARFIELD COUNTY RECORDS DEPT. 11/24/2005

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.500 % or less than 10.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding Six month(s). My interest rate will never be greater than 16.500 %, or less than 10.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any payment change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

Bradley E. Zaigler (Seal)
Bradley E. Zaigler -Borrower

Christine J. Zaigler (Seal)
Christine J. Zaigler -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

MULTISTATE ADJUSTABLE RATE RIDER with Original - Record
BOOK 2 PAGE 3 of 3

0089611289

Entered of Record 10-14 1997, 2:24pm Karen L. Starck, Recorder

Prepared By:
Noriko Oshima
The Money Store
800-562-6937
4837 Watt Avenue
North Highlands, CA 95660

After Recording,
Mail To:
The Money Store,
4837 Watt Avenue,
North Highlands, CA 95680

Dated: November 15, 1998 SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY

CORPORATION ASSIGNMENT OF MORTGAGE

For Value Received, TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation, 2640 Morris Avenue, Union, NJ 07083 hereby grants and transfers to:

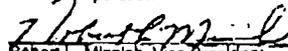
The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1997, Series 1997-0

whose address is 20 Broad Street, LL-2, New York City, NY 10005 all beneficial interest under that certain Deed of Trust dated 10/10/97, in the amount of \$31,600.00, executed by Bradley E. Zeigler, and Christine J. Zeigler, husband and wife, Borrower, and TMS Mortgage Inc., dba The Money Store, Mortgagee, and recorded as Bk. 1879, Pg. 383, on 10/14/97, in the Official Records of the Clearfield County Recorder's office in the State of PA, describing the land therein as: 1404 Clarandon Ave., Hyde, PA, 16843

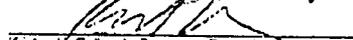
SEE ATTACHED LEGAL DESCRIPTION
Parcel # 123-J9-268-63

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation

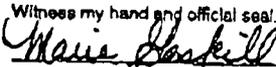

Robert L. Minnich, Vice President

I hereby certify that the precise address of the within named assignee is: 20 Broad Street, LL-2, New York City, NY 10005


Kristen McCullough, Document Recording Specialist

State of California
County of Sacramento

On November 15, 1998 before me, the undersigned notary public, personally appeared Robert L. Minnich, Vice President, of TMS Mortgage Inc., DBA The Money Store, who reside at 4837 Watt Avenue, North Highlands, CA 95660, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, they, or the entity upon behalf of which they acted, executed the instrument.

Witness my hand and official seal:

Marie Gaskill
Notary Public



Loan#: 0089611289
Borrower's Last Name: Zeigler
Prepared by: Noriko Oshima, (800)562-6937, 4837 Watt Avenue, North Highlands, CA 95660

0089611289

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1294, PAGE 341, ID# 121-JP-268-G3, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 31, STEEL AND IRON WORKS ADDITION TO CLEARFIELD.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199801618
RECORDED ON
Dec 28, 1998
11:03:48 AM

RECORDING FEES -	\$13.50
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WAIT TAX	\$0.50
TOTAL	\$16.00

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
RECONVEYANCE SERVICES

Instrument Number - 200501792
Recorded On 2/8/2005 At 2:31:40 PM
* Instrument Type - ASSIGNMENT
* Total Pages - 3
Invoice Number - 124604
* Assignor - BANK OF NEW YORK
* Assignee - WACHOVIA BANK
* Customer - RECONVEYANCE SERVICES

* FEES	
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER	\$13.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Recording Requested By:
HOMEQ SERVICING CORPORATION

And When Recorded Mail To:
Homeq Servicing Corporation
P O Box 13309
Mailcode #CA3501
Sacramento, CA 95813-3309

Prepared by:
PRINCETON RECONVEYANCE SERVICE

Space above for Recorder's use

ASSIGNMENT OF MORTGAGE

Loan#: 0089611289 Project ID#: 5,312 Cust#: 781 Date: DECEMBER 06, 2004

For good and valuable consideration, the sufficiency of which is hereby acknowledged,
THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997, SERIES 1997-D, 20 BROAD ST. LL-2 NEW YORK NY 10005

by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
WACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

the described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$31,500.00 is recorded in the State of PENNSYLVANIA, Township of ~~HEP~~ County of CLEARFIELD Official Records, dated OCTOBER 10, 1997 and recorded on --- as Instrument No. ---, in Book No. 1879, at Page No. 383. **lawrence*

Original Mortgagor: BRADLEY E. ZEIGLER AND CHRISTINE J. ZEIGLER, HUSBAND AND WIFE

Original Mortgagee: TMS MORTGAGE INC., DBA THE MONEY STORE
Property Address: 1404 CLARENDON AVE HYDE PA 16843-

I hereby certify that the precise address of the within names assignee is:
WACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

By: *Jackie Cook* Jackie Cook
Name/Title

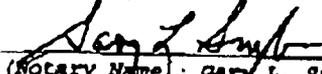
HOMEQ SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D

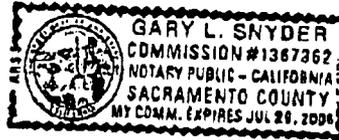
By: *Blanca Vargas*
Blanca Vargas, Vice President

State of CALIFORNIA)
County of SACRAMENTO) ss.

On DECEMBER 06, 2004, before me, Gary L. Snyder, personally appeared Blanca Vargas, Vice President of HOMEQ SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


(Notary Name): Gary L. Snyder



HOMEQ SERVICING

DF785

BRADLEY E ZEIGLER

1404 CLARENDON AVE
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE



Exhibit 'C'

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

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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier’s check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

If you have not cured the default within the THIRTY (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due plus any late charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

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YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

BRADLEY E ZEIGLER

P O BOX 327
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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WACHOVIA

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

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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

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Name of Lender/Servicer	HomEq Servicing Corporation
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Sincerely,

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HOMEQ SERVICING

DF785

CHRISTINE J ZEIGLER

1404 CLARENDON AVE
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August 4, 2005
0089611289

NBRC

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Overnight
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1100 Corporate Center Drive
Raleigh, NC 27607-5066

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

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

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



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

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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to **foreclose upon your mortgaged property.**

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

Pluese, Becker & Saltzman, LLC.

Rob Saltzman, Esquire
Attorney Identification No.: 53957
20000 Horizon Way, Ste 900
Mt. Laurel, NJ 08054
(856)813-1700
Attorneys for Plaintiff

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

CITIBANK NATIONAL ASSOCIATION,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2005, WACHOVIA
LOAN TRUST 2005-SD1 ASSET
BACKED CERTIFICATES, SERIES 2005-
SD1

2005-1787-C0

Plaintiff,

v.

BRADLEY E. ZEIGLER AND
CHRISTINE J. ZEIGLER

Defendants.

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

NOTICIA

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

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

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

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

NOV 15 2005

Attest.

William B. ...
Prothonotary/
Clerk of Courts

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is:

Citibank, N.A. as Trustee Under The Pooling and Servicing Agreement Dated as of March 31, 2005, Wachovia Loan Trust 2005-SD1 Asset Backed Certificates, Series 2005-SD1
1100 Corporate Center Drive
Raleigh, NC 27607

2. Plaintiff is, or will be, the owner of legal title to the mortgage that is the subject of this action, and nominee for the entity indicated below, which is the owner of the entire beneficial interest in the mortgage:

Wachovia Bank, National Association
301 South College Street
Charlotte, NC 28289

3. (a) Defendants, Bradley E. Zeigler and Christine J. Zeigler, are individuals whose last known address is 1404 Clarendon Avenue, Hyde, PA 16843.

(b) Defendants, Bradley E. Zeigler and Christine J. Zeigler, hold an interest in the subject property as mortgagors and record owners.

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

4. (a) The residential mortgage being foreclosed encumbers property located at 1404 Clarendon Avenue, Hyde, PA 16843, County of Clearfield.

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

(c) On October 10, 1997, the defendants / mortgagors made, executed and delivered a mortgage (the "Mortgage") upon the premises hereinafter described to TMS Mortgage Inc. d/b/a The Money Store which mortgage is recorded in the Office of the Recorder of Clearfield County, on October 14, 1997, in Mortgage Book 1879, page 383. Mortgage was then assigned to The Bank of New York, et al by an Assignment of Mortgage which was recorded on November 15, 1998 as Instrument No. 199801618. Mortgage was then assigned to Wachovia Bank, N.A. by Assignment of Mortgage which was recorded on December 28, 1998 as Instrument No. 200501792. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

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

5. The mortgage is in default because the Defendants, Bradley E. Zeigler and Christine J. Zeigler, failed to timely tender the monthly payment of \$288.41 due June 1, 2005, and thereafter failed to make the monthly payments. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

(a)	Principal balance of mortgage due and owing	\$29,825.11
(b)	Interest due and owing at the rate of 10.50% calculated from the default date above stated through November 30, 2005 Interest will continue to accrue at the per diem rate of \$8.65 through the date on which judgment <i>in rem</i> is entered in Plaintiff's favor.	\$1,821.68
(c)	Attorneys' fees	\$1,250.00
(d)	Corporate Advance	\$645.88
(e)	Accrued Late Charges	\$86.53
(f)	Title Search	\$300.00
(g)	Escrow Advance	\$1,333.97

TOTAL *IN REM* JUDGMENT SOUGHT BY PLAINTIFF **\$35,263.17**

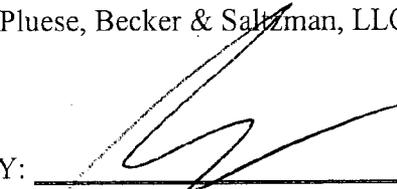
8. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorneys' fees will be charged.

WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendants above named in the total amount of \$35,263.17 as stated at Paragraph 6, plus all additional interest and late charges accruing through date of judgment entry; and

-- Foreclosure of the mortgagor's (s') equity of redemption and that of any persons or entities holding or claiming under them and Sheriff's Sale of the subject mortgaged property.

Pluese, Becker & Saltzman, LLC.

BY: 

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

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

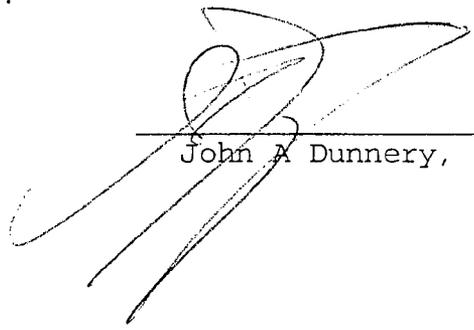
To the extent the act may apply, please be advised of the following:

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

VERIFICATION

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

Date: 11/14/05



John A Dunnery, VP

VOL 1979 PAGE 390
Loan Number: 0089611289
Parcel Number: 123-J9-248-43

EXHIBIT "A"

3. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD,
STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF
PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID#
123-J9-248-43, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND
IRON WORKS ADDITION TO CLEARFIELD.

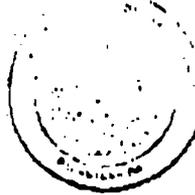
DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCCOMICAL AND ROBERT E.
MCCOMICAL, WIFE AND HUSBAND, AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED
05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF
PENNSYLVANIA.

Exhibit A
CLEARFIELD COUNTY

VOL 1879 PAGE 253

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:34 PM 10-19-97
BY Lorenza - KshKowsk
FEES 25.50
Karen L Starck, Recorder

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Parcel Number:
123-J9-268-63
After recording return to:
The Money Store/Packaging
P.O. Box 16012B
Sacramento, CA 95816-0128

MORTGAGE

0089611289

①

THIS MORTGAGE ("Security Instrument") is made this Tenth Day of October, 1997
between the Mortgagor, Bradley E. Zeigler And Christine J. Zeigler, Husband And Wife.

(herein "Borrower"), and the Mortgagor, TMS Mortgage Inc., dba The Money Store
which is organized and existing under the laws of New Jersey
Sacramento, CA 95834 and whose address is 1625 N. Market Blvd., 3rd Floor,
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **Thirty-One Thousand, Five
Hundred Dollars (U.S. \$ 31,500.00)**
together with interest, which indebtedness is evidenced by Borrower's note dated **October 10, 1997**
(the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner
paid, due and payable on **November 1, 2027**

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions
and renewals of the Note; the payment of all other sums, with interest thereon, advanced in accordance with this Security
Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of
Borrower contained in this Mortgage, Borrower does hereby mortgage, grant and convey to Lender, the following described
property located in Clearfield County, Pennsylvania:
(SEE EXHIBIT 'A' ATTACHED)

being the same property commonly known as: **1404 Clarendon Ave., Hyde, PA 16843**
("Property Address").

PENNSYLVANIA MORTGAGE with Original - Record
M002-1PA

Page 1 of 2



Exhibit 'B'

CLEARFIELD COUNTY

VOL 1879 PAGE 034

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

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

2. **Funds for Taxes and Insurance.** If required by Lender, and subject to applicable law, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 18, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

PENNSYLVANIA MORTGAGE Note Original - Record
MO02-3PA

Page 3 of 3

0089611289

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

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

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights on the Property in accordance with Paragraph 8. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement to Lender of any proceeds made by check or other draft.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. If under Paragraph 1B the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains a mortgage clause, or (iii) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a loss payee on any payment of insurance proceeds upon Lender's notice to insurer of Lender's interest in the insurance proceeds.

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

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

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment

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shall be deemed composition with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

8. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand of Lender. The Borrower's obligation to pay the amounts advanced by Lender under this Paragraph 8 shall continue in full force and effect after the entry of any judgment in mortgage foreclosure or a judgment on the Note.

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

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

Lender may accept partial payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are notated as a payment in full, or with a notation of similar meaning.

13. Successors and Assigns Bound; Joint and Several Liability; Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note.

14. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by first class mail addressed to the Property Address or to such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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

16. Borrower's Copy. Borrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

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

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

18. Acceleration; Remedies. Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the

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breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument or foreclosure by judicial proceeding.

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

Borrower agrees that the interest rate payable after judgment is entered on the Note, or in an action of mortgage foreclosure, shall be the rate payable from time to time under the Note.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued up to one hour prior to sale of the Property if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.

20. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (including those past due). All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

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

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

As used in this Paragraph 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

Adjustable Rate Mortgage Loan Rider attached hereto and incorporated herein by this reference.

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

Bradley E. Zeigler (Seal) Borrower
Christina J. Zeigler (Seal) Borrower

Christina J. Zeigler (Seal) Borrower
George D. Kulakowski (Seal) Agent of Lender

Certificate of Residence

I, George D. Kulakowski, Esq., do hereby certify that the correct address of the within-named Lender is 1625 N. Market Blvd., 3rd Floor, Sacramento, CA 95834

Witness my hand this 10th day of October, 1997

George D. Kulakowski
Agent of Lender

COMMONWEALTH OF PENNSYLVANIA,

Jefferson County is:

On this, the 10th day of October, 1997, before me, the undersigned officer, personally appeared Bradley E. Zeigler & Christina J. Zeigler, husband & wife.

person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:

Title of Officer

Notarial Seal
H. Louise Deyarmin, Notary Public
Punxsutawney Area, Jefferson County
My Commission Expires May 1, 2001
Member, Pennsylvania Association of Notaries

PENNSYLVANIA MORTGAGE forms
MDS-79A

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Loan Number: 0089611289

Parcel Number: 123-J9-268-63

EXHIBIT "A"

**3. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD,
STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:**

**ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF
PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID#
123-J9-268-63, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND
IRON WORKS ADDITION TO CLEARFIELD.**

**DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCGONIGAL AND ROBERT E.
MCGONIGAL, WIFE AND HUSBAND, AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED
05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF
PENNSYLVANIA**

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Loan No. 0089611289

ADJUSTABLE RATE RIDER
(LIBOR 6 Month Libor Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 10th day of October 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to TMS Mortgage Inc., dba The Money Store

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
1404 Clarendon Ave., Hyde, PA 16843

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of rate and the monthly payments, as follows:

10.500%. The Note provides for changes in the interest

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of November, 2001 and on the 1st day of every 6th month(s) thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 Month Libor U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published by *The Wall Street Journal*. The most recent Index figure available as of the 20th day of the calendar month immediately preceding each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer published by *The Wall Street Journal*, the Note Holder will choose a new index or source of index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and 1/10 percentage points (6.100 %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - Original - Record

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.500 % or less than 10.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding Six month(s). My interest rate will never be greater than 16.500 %, or less than 10.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any payment change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Bradley E. Zeigler (Seal)
Bradley E. Zeigler -Borrower

Christine J. Zeigler (Seal)
Christine J. Zeigler -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

MULTISTATE ADJUSTABLE RATE RIDER Form Original - Record
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0089611289

Entered of Record 10-14 1997 at 2:42pm Karen L. Starck, Recorder

Prepared By:
Noriko Oshima
The Money Store
800-582-6937
4837 Watt Avenue
North Highlands, CA 95660

After Recording,
Mail To:
The Money Store,
4837 Watt Avenue,
North Highlands, CA 95660

Dated: November 15, 1998 SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY

CORPORATION ASSIGNMENT OF MORTGAGE

For Value Received, TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation, 2840 Morris Avenue, Union, NJ 07093 hereby grants and transfers to:

The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1997, Series 1997-D

whose address is 20 Broad Street, LL-2, New York City, NY 10005 all beneficial interest under that certain Deed of Trust dated 10/10/97, in the amount of \$31,600.00, executed by Bradley E. Zeigler, and Christine J. Zeigler, husband and wife, Borrower, and TMS Mortgage Inc., dba The Money Store, Mortgagee, and recorded as Bk. 1879, Pg. 383, on 10/14/97, in the Official Records of the Clearfield County Recorder's office in the State of PA, describing the land therein as: 1404 Clarendon Ave., Hyde, PA, 16843

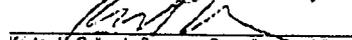
SEE ATTACHED LEGAL DESCRIPTION
Parcel # 123-J9-268-63

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation


Robert L. Minnich, Vice President

I hereby certify that the precise address of the within named assignee is: 20 Broad Street, LL-2, New York City, NY 10005


Kristen McCullough, Document Recording Specialist

State of California
County of Sacramento

On November 15, 1998 before me, the undersigned notary public, personally appeared Robert L. Minnich, Vice President, of TMS Mortgage Inc., DBA The Money Store, who reside at 4837 Watt Avenue, North Highlands, CA 95660, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, they, or the entity upon behalf of which they acted, executed the instrument.

Witness my hand and official seal.


Marie Gaskill
Notary Public



Loan#: 0089511289
Borrower's Last Name: Zeigler
Prepared by: Noriko Oshima, (800)582-6937, 4837 Watt Avenue, North Highlands, CA 95660

0089611289

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1294, PAGE 351, IDS 13-14-25-26-27, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND IRON WORKS ADDITION TO CLEARFIELD

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199801618

RECORDED ON
Dec 28, 1998
11:03:48 AM

RECORDING FEES -	\$13.50
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
TOTAL	\$16.00

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
RECONVEYANCE SERVICES

Instrument Number - 200501792
Recorded On 2/8/2005 At 2:31:40 PM
* Instrument Type - ASSIGNMENT
* Total Pages - 3
Invoice Number - 124604
* Assignor - BANK OF NEW YORK
* Assignee - WACHOVIA BANK
* Customer - RECONVEYANCE SERVICES

* FEES	
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER	\$13.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Recording Requested By:
HOMEQ SERVICING CORPORATION

And When Recorded Mail To:
HOMEQ Servicing Corporation
P O Box 13309
Mailcode #CA3501
Sacramento, CA 95813-3309

Prepared by:
PRINCETON RECONVEYANCE SERVICE

Space above for Recorder's use

ASSIGNMENT OF MORTGAGE

Loan#: 0089611289 Project ID#: 5,312 Cust#: 701 Date: DECEMBER 06, 2004

For good and valuable consideration, the sufficiency of which is heraby acknowledged,
THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997, SERIES 1997-D, 20 BROAD ST. LL-2 NEW YORK NY 10005

by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
WACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

the described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$31,500.00 is recorded in the State of PENNSYLVANIA, Township of ~~SPRING~~ County of CLEARFIELD Official Records, dated OCTOBER 10, 1997 and recorded on ---, as Instrument No. ---, in Book No. 1879, at Page No. 383.

Original Mortgagor: **Lawrence* BRADLEY E. ZEIGLER AND CRISTINE J. ZEIGLER, HUSBAND AND WIFE

Original Mortgagee: THE MORTGAGE INC., DBA THE MONEY STORE
Property Address: 1404 CLARENDON AVE HYDE PA 16843-

I hereby certify that the precise address of the within names assignee is: WACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

By: *Jackie Cook* Jackie Cook
Name/Title

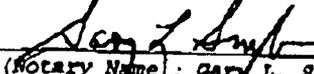
HOMEQ SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D

By: *Blanca Vargas*
Blanca Vargas, Vice President

State of CALIFORNIA)
County of SACRAMENTO) ss.

On DECEMBER 06, 2004, before me, Gary L. Snyder, personally appeared Blanca Vargas, Vice President of HOME SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


(Notary Name): Gary L. Snyder



HOMEQ SERVICING

DF785

BRADLEY E ZEIGLER

1404 CLARENDON AVE
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE



Exhibit 'C'

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

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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

If you have not cured the default within the THIRTY (30) day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the sale. The total amount then past due plus any late charges, other charges then due, reasonable attorneys' fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender/servicer and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

BRADLEY E ZEIGLER

P O BOX 327
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

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

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The MORTGAGE debt secured by your property located at:

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

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

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

EFFECT OF SHERIFF'S SALE

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

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Sincerely,

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IMPORTANT DISCLOSURES

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As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

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HOMEQ SERVICING

DF785

CHRISTINE J ZEIGLER

1404 CLARENDON AVE
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

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WACHOVIA

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- YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier’s check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

CHRISTINE J ZEIGLER

P O BOX 327
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE



WACHOVIA

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

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

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

TEMPORARY STAY OF FORECLOSURE

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

EFFECT OF SHERIFF'S SALE

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

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Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

FILED

JAN 26 2006

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **101195**

CITIBANK NATIONAL ASSOCIATION

Case # 05-1787-CD

vs.

BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 22, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BRADLEY E. ZEIGLER, DEFENDANT. 3565 MORRISDALE ALLPORT HWY.,MORRISDALE "EMPTY".

SERVED BY: /

FILED
of 3:20/06
MAR 22 2006
LM

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **101195**

CITIBANK NATIONAL ASSOCIATION

Case # 05-1787-CD

vs.

BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 22, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO CHRISTINE J. ZEIGLER, DEFENDANT. 3565 MORRISDALE ALLPORT HWY., MORRISDALE "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101195
NO: 05-1787-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIBANK NATIONAL ASSOCIATION
vs.
DEFENDANT: BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PLUESE	73260	20.00
SHERIFF HAWKINS	PLUESE	73259	21.57

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by Merly Harris
Chester A. Hawkins
Sheriff

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

1-23-06 Document
Reinstated/Reissued to Sheriff/Attorney
for service:

[Signature]
~~Deputy Prothonotary~~ SA

CITIBANK NATIONAL ASSOCIATION,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2005, WACHOVIA
LOAN TRUST 2005-SD1 ASSET
BACKED CERTIFICATES, SERIES 2005-
SD1

Plaintiff,

v.

BRADLEY E. ZEIGLER AND
CHRISTINE J. ZEIGLER

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

2005-1782-00

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

NOTICIA

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

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

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

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

NOV 15 2005

Attest.

[Signature]
Prothonotary/
Clerk of Courts

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is:

Citibank, N.A. as Trustee Under The Pooling and Servicing Agreement Dated as of
March 31, 2005, Wachovia Loan Trust 2005-SD1 Asset Backed Certificates, Series
2005-SD1
1100 Corporate Center Drive
Raleigh, NC 27607

2. Plaintiff is, or will be, the owner of legal title to the mortgage that is the subject of
this action, and nominee for the entity indicated below, which is the owner of the entire beneficial
interest in the mortgage:

Wachovia Bank, National Association
301 South College Street
Charlotte, NC 28289

3. (a) Defendants, Bradley E. Zeigler and Christine J. Zeigler, are individuals whose
last known address is 1404 Clarendon Avenue, Hyde, PA 16843.

(b) Defendants, Bradley E. Zeigler and Christine J. Zeigler, hold an interest in the
subject property as mortgagors and record owners.

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

4. (a) The residential mortgage being foreclosed encumbers property located at
1404 Clarendon Avenue, Hyde, PA 16843, County of Clearfield.

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

(c) On October 10, 1997, the defendants / mortgagors made, executed and delivered a mortgage (the "Mortgage") upon the premises hereinafter described to TMS Mortgage Inc. d/b/a The Money Store which mortgage is recorded in the Office of the Recorder of Clearfield County, on October 14, 1997, in Mortgage Book 1879, page 383. Mortgage was then assigned to The Bank of New York, et al by an Assignment of Mortgage which was recorded on November 15, 1998 as Instrument No. 199801618. Mortgage was then assigned to Wachovia Bank, N.A. by Assignment of Mortgage which was recorded on December 28, 1998 as Instrument No. 200501792. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

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

5. The mortgage is in default because the Defendants, Bradley E. Zeigler and Christine J. Zeigler, failed to timely tender the monthly payment of \$288.41 due June 1, 2005, and thereafter failed to make the monthly payments. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

(a)	Principal balance of mortgage due and owing	\$29,825.11
(b)	Interest due and owing at the rate of 10.50% calculated from the default date above stated through November 30, 2005 Interest will continue to accrue at the per diem rate of \$8.65 through the date on which judgment <i>in rem</i> is entered in Plaintiff's favor.	\$1,821.68
(c)	Attorneys' fees	\$1,250.00
(d)	Corporate Advance	\$645.88
(e)	Accrued Late Charges	\$86.53
(f)	Title Search	\$300.00
(g)	Escrow Advance	\$1,333.97
	TOTAL <i>IN REM</i> JUDGMENT SOUGHT BY PLAINTIFF	\$35,263.17

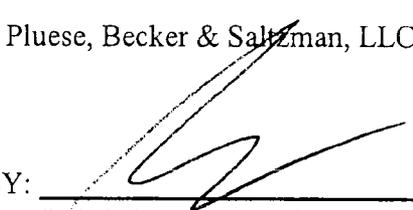
8. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorneys' fees will be charged.

WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendants above named in the total amount of \$35,263.17 as stated at Paragraph 6, plus all additional interest and late charges accruing through date of judgment entry; and

-- Foreclosure of the mortgagor's (s') equity of redemption and that of any persons or entities holding or claiming under them and Sheriff's Sale of the subject mortgaged property.

Pluese, Becker & Saltzman, LLC.

BY: 

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

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

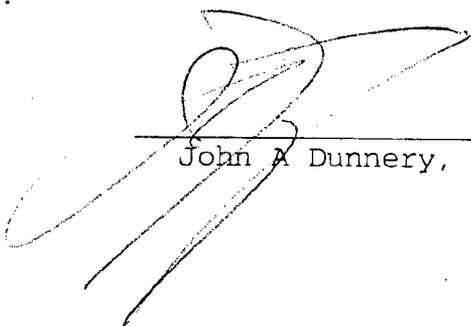
To the extent the act may apply, please be advised of the following:

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

VERIFICATION

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

Date: 11/14/05



John A Dunnery, VP

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Lease Number: 0089611289
Parcel Number: 123-J9-268-43

EXHIBIT "A"

1. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID# 123-J9-268-43, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND IRON WORKS ADDITION TO CLEARFIELD.

DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCCOMICAL AND ROBERT E. MCCOMICAL, WIFE AND HUSBAND, AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED 05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

Exhibit A
CLEARFIELD COUNTY

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CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:34pm 10-19-97
BY Lorenza - Keth K...
FEES 2.55
Karen L Starck, Recorder

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Parcel Number:
123-J9-268-63
After recording return to:
The Money Store/Packaging
P.O. Box 16012B
Sacramento, CA 95816-0128

MORTGAGE

0089611289

①

THIS MORTGAGE ("Security Instrument") is made this Tenth Day of October, 1997
between the Mortgagor, Bradley E. Zeigler And Christine J. Zeigler, Husband And Wife,

(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., dba The Money Store
which is organized and existing under the laws of New Jersey
and whose address is 1625 N. Market Blvd., 3rd Floor,
Sacramento, CA 95834 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **Thirty-One Thousand, Five
Hundred Dollars (U.S. \$ 31,500.00)**
together with interest, which indebtedness is evidenced by Borrower's note dated **October 10, 1997**
(the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner
paid, due and payable on **November 1, 2027**

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions
and renewals of the Note; the payment of all other sums, with interest thereon, advanced in accordance with this Security
Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of
Borrower contained in this Mortgage, Borrower does hereby mortgage, grant and convey to Lender, the following described
property located in Clearfield
(SEE EXHIBIT 'A' ATTACHED) County, Pennsylvania:

being the same property commonly known as: 1404 Clarendon Ave., Hyde, PA 16843

("Property Address").

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Exhibit 'B'

CLEARFIELD COUNTY

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness and all other charges evidenced by the Note.
2. **Funds for Taxes and Insurance.** If required by Lender, and subject to applicable law, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally retained mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 18, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

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

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

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights on the Property in accordance with Paragraph 8. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement to Lender of any proceeds made by check or other draft.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. If under Paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains a mortgage clause, or (iii) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a loss payee on any payment of insurance proceeds upon Lender's notice to insurer of Lender's interest in the insurance proceeds.

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

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

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment

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shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

8. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand of Lender. The Borrower's obligation to pay the amounts advanced by Lender under this Paragraph 8 shall continue in full force and effect after the entry of any judgment in mortgage foreclosure or a judgment on the Note.

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

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

Lender may accept partial payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are notated as a payment in full, or with a notation of similar meaning.

13. Successors and Assigns Bound; Joint and Several Liability; Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

14. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by first class mail addressed to the Property Address or to such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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

16. Borrower's Copy. Borrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

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

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

18. Acceleration; Remedies. Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the

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breach; (3) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument or foreclosure by judicial proceeding.

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

Borrower agrees that the interest rate payable after judgment is entered on the Note, or in an action of mortgage foreclosure, shall be the rate payable from time to time under the Note.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued up to one hour prior to sale of the Property if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.

20. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

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

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

As used in this Paragraph 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

Adjustable Rate Mortgage Loan Rider attached hereto and incorporated herein by this reference.

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

Bradley E. Zaigler (Seal) Borrower
Christina J. Zaigler (Seal) Borrower

Christina J. Zaigler (Seal) Borrower
Christina J. Zaigler (Seal) Borrower

Certificate of Residence
I, George D. Kulakowski, do hereby certify that the correct address of the within-named Lender is 1625 N. Market Blvd., 3rd Floor, Sacramento, CA 95834

Witness my hand this 10th day of October, 1997

George D. Kulakowski
Agent of Lender

COMMONWEALTH OF PENNSYLVANIA, Jefferson County ss:

On this, the 10th day of October, 1997, before me, the undersigned officer, personally appeared Bradley E. Zaigler & Christina J. Zaigler, husband & wife.

person(s) whose name(s) subscribed to the within instrument and acknowledged that known to me (or satis (satisfactorily) provided to be the executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:

H. Louise Deyarmin
Title of Office

Notarial Seal
H. Louise Deyarmin, Notary Public
Punxsutawney Twp, Jefferson County
My Commission Expires May 1, 2001
Member, Pennsylvania Association of Notaries

PENNSYLVANIA MORTGAGE 8810
8808-79A

Page 1 of 1

Original - Record

VOL 1979 PAGE 390

Loan Number: 0009611289

Parcel Number: 123-J9-248-63

EXHIBIT "A"

3. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD, STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID# 123-J9-248-63, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND IRON WORKS ADDITION TO CLEARFIELD.

DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCGONIGAL AND ROBERT E. MCGONIGAL, WIFE AND HUSBAND, AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED 05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

VOL 1879 PG 291

Loan No. 0089611289

ADJUSTABLE RATE RIDER
(LIBOR 6 Month Libor Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 10th day of October 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to TMS Mortgage Inc., dba The Money Store

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
1404 Clarendon Ave., Hyde, PA 16843

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of rate and the monthly payments, as follows:

10.500 %. The Note provides for changes in the interest

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of November, 2001 and on the 1st day of every 6th month(s) thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 Month Libor U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published by *The Wall Street Journal*. The most recent Index figure available as of the 20th day of the calendar month immediately preceding each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer published by *The Wall Street Journal*, the Note Holder will choose a new index or source of index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and 1/10 percentage points (6.100 %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTI-STATE ADJUSTABLE RATE RIDER - Original - Record
BOOK 1



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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate is substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes
The interest rate I am required to pay at the first Change Date will not be greater than 13.500 % or less than 10.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding Six month(s). My interest rate will never be greater than 16.500 %, or less than 10.500 %.

(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any payment change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Bradley E. Zaigler (Seal)
-Borrower

Christine J. Zaigler (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

MULTISTATE ADJUSTABLE RATE RIDER Form Original - Record
MOORES
Page 3 of 3

0089611289

Entered of Record 10-14 1997 at 2:24pm Karen L. Starck, Recorder

Prepared By:
Noriko Oshima
The Money Store
800-562-6937
4837 Watt Avenue
North Highlands, CA 95660

After Recording,
Mail To:
The Money Store,
4837 Watt Avenue,
North Highlands, CA 95660

Dated: November 15, 1998 SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY

CORPORATION ASSIGNMENT OF MORTGAGE

For Value Received, TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation, 2640 Morris Avenue, Union, NJ 07083 hereby grants and transfers to:

The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1997, Series 1997-D

whose address is 20 Broad Street, LL-2, New York City, NY 10005 all beneficial interest under that certain Deed of Trust dated 10/10/97, in the amount of \$31,600.00, executed by Bradley E. Zeigler, and Christine J. Zeigler, husband and wife, Borrower, and TMS Mortgage Inc., dba The Money Store, Mortgagee, and recorded as Bk. 1878, Pg. 383, on 10/14/97, in the Official Records of the Clearfield County Recorder's office in the State of PA, describing the land therein as: 1404 Clarendon Ave., Hyde, PA, 16843

SEE ATTACHED LEGAL DESCRIPTION
Parcel # 123-J8-268-63

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation

[Signature]
Robert L. Minnich, Vice President

I hereby certify that the precise address of the within named assignee is: 20 Broad Street LL-2, New York City, NY 10005

[Signature]
Kieran McCullough, Document Recording Specialist

State of California
County of Sacramento

On November 15, 1998 before me, the undersigned notary public, personally appeared Robert L. Minnich, Vice President, of TMS Mortgage Inc., DBA The Money Store, who reside at 4837 Watt Avenue, North Highlands, CA 95660, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, they, or the entity upon behalf of which they acted, executed the instrument.

Witness my hand and official seal.
[Signature]
Notary Public



Loan#: 0089611289
Borrower's Last Name: Zeigler
Prepared by: Noriko Oshima, (800)562-6937, 4837 Watt Avenue, North Highlands, CA 95660

0089611289

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 381, IDS 13-14-28-29, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND IRON WORKS ADDITION TO CLEARFIELD.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199801618

RECORDED ON
Dec 28, 1998
11:03:48 AM

RECORDING FEES -	\$13.50
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WEIT TAX	\$0.50
TOTAL	\$16.00

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:
RECONVEYANCE SERVICES**

Instrument Number - 200501792
Recorded On 2/8/2005 At 2:31:40 PM
* Instrument Type - ASSIGNMENT
* Total Pages - 3
Invoice Number - 124604
* Assignor - BANK OF NEW YORK
* Assignee - WACHOVIA BANK
* Customer - RECONVEYANCE SERVICES

* FEES	
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER	\$13.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Recording Requested By:
HOMEQ SERVICING CORPORATION

And When Recorded Mail To:
Homeq Servicing Corporation
P O Box 13309
Mailcode #CA3501
Sacramento, CA 95813-3309

Prepared by:
PRINCETON RECONVEYANCE SERVICE

Space above for Recorder's use

ASSIGNMENT OF MORTGAGE

Loan#: 0089611289 Project ID#: 5,312 Cust#: 781 Date: DECEMBER 06, 2004

For good and valuable consideration, the sufficiency of which is hereby acknowledged,
THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997, SERIES 1997-D, 20 BROAD ST. LL-2 NEW YORK NY 10005

by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
WACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

the described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$31,500.00 is recorded in the State of PENNSYLVANIA, Township of ~~...~~ County of CLEARFIELD Official Records, dated OCTOBER 10, 1997 and recorded on --- as Instrument No. ---, in Book No. 1879, at Page No. 383.

*lawrence
Original Mortgagor: BRADLEY E. ZEIGLER AND CHRISTINE J. ZEIGLER, HUSBAND AND WIFE

Original Mortgagee: TMS MORTGAGE INC., DBA THE MONEY STORE
Property Address: 1604 CLARENDON AVE HYDE PA 16843-

I hereby certify that the precise address of the within names assignee is:
WACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

By: Jackie Cook Jackie Cook
Name/Title

HOMEQ SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D

By: Blanca Vargas
Blanca Vargas, Vice President

State of CALIFORNIA)
County of SACRAMENTO) ss.

On DECEMBER 06, 2004, before me, Gary L. Snyder, personally appeared Blanca Vargas, Vice President of HOMEQ SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Gary L. Snyder
(Notary Name): Gary L. Snyder



HOMEQ SERVICING

DF785

BRADLEY E ZEIGLER

1404 CLARENDON AVE
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE



WACHOVIA

Exhibit 'C'

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

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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

BRADLEY E ZEIGLER

P O BOX 327
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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



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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

CHRISTINE J ZEIGLER

1404 CLARENDON AVE
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

SEE LAST PAGE FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS NOTICE CONTINUES ON THE NEXT PAGE



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

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

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TEMPORARY STAY OF FORECLOSURE

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

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APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

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

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

EFFECT OF SHERIFF'S SALE

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

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

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Sincerely,

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IMPORTANT DISCLOSURES

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For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

CHRISTINE J ZEIGLER

P O BOX 327
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

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

AGENCY ACTION

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g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

Pluse, Becker & Saltzman, LLC.

Rob Saltzman, Esquire
Attorney Identification No.: 53957
20000 Horizon Way, Ste 900
Mt. Laurel, NJ 08054
(856)813-1700
Attorneys for Plaintiff

123-06 Document
Reinstated/Returned to Sheriff/Attorney
for service.
William A. Pluse
Deputy Prothonotary

CITIBANK NATIONAL ASSOCIATION,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2005, WACHOVIA
LOAN TRUST 2005-SD1 ASSET
BACKED CERTIFICATES, SERIES 2005-
SD1

Plaintiff,

v.

BRADLEY E. ZEIGLER AND
CHRISTINE J. ZEIGLER

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

2005-1787-LD

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

NOTICIA

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

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

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

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

NOV 15 2005

Attest.

William A. Pluse
Prothonotary/
Clerk of Courts

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is:

Citibank, N.A. as Trustee Under The Pooling and Servicing Agreement Dated as of
March 31, 2005, Wachovia Loan Trust 2005-SD1 Asset Backed Certificates, Series
2005-SD1
1100 Corporate Center Drive
Raleigh, NC 27607

2. Plaintiff is, or will be, the owner of legal title to the mortgage that is the subject of
this action, and nominee for the entity indicated below, which is the owner of the entire beneficial
interest in the mortgage:

Wachovia Bank, National Association
301 South College Street
Charlotte, NC 28289

3. (a) Defendants, Bradley E. Zeigler and Christine J. Zeigler, are individuals whose
last known address is 1404 Clarendon Avenue, Hyde, PA 16843.

(b) Defendants, Bradley E. Zeigler and Christine J. Zeigler, hold an interest in the
subject property as mortgagors and record owners.

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

4. (a) The residential mortgage being foreclosed encumbers property located at
1404 Clarendon Avenue, Hyde, PA 16843, County of Clearfield.

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

(c) On October 10, 1997, the defendants / mortgagors made, executed and delivered a mortgage (the "Mortgage") upon the premises hereinafter described to TMS Mortgage Inc. d/b/a The Money Store which mortgage is recorded in the Office of the Recorder of Clearfield County, on October 14, 1997, in Mortgage Book 1879, page 383. Mortgage was then assigned to The Bank of New York, et al by an Assignment of Mortgage which was recorded on November 15, 1998 as Instrument No. 199801618. Mortgage was then assigned to Wachovia Bank, N.A. by Assignment of Mortgage which was recorded on December 28, 1998 as Instrument No. 200501792. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

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

5. The mortgage is in default because the Defendants, Bradley E. Zeigler and Christine J. Zeigler, failed to timely tender the monthly payment of \$288.41 due June 1, 2005, and thereafter failed to make the monthly payments. Plaintiff is now the legal holder of the mortgage and is in the process of formalizing an assignment of same.

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

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

(a)	Principal balance of mortgage due and owing	\$29,825.11
(b)	Interest due and owing at the rate of 10.50% calculated from the default date above stated through November 30, 2005 Interest will continue to accrue at the per diem rate of \$8.65 through the date on which judgment <i>in rem</i> is entered in Plaintiff's favor.	\$1,821.68
(c)	Attorneys' fees	\$1,250.00
(d)	Corporate Advance	\$645.88
(e)	Accrued Late Charges	\$86.53
(f)	Title Search	\$300.00
(g)	Escrow Advance	\$1,333.97

TOTAL *IN REM* JUDGMENT SOUGHT BY PLAINTIFF **\$35,263.17**

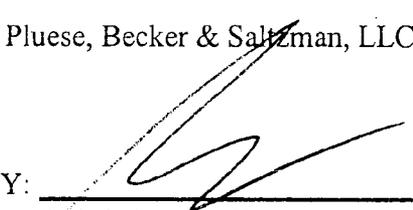
8. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorneys' fees will be charged.

WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendants above named in the total amount of \$35,263.17 as stated at Paragraph 6, plus all additional interest and late charges accruing through date of judgment entry; and

-- Foreclosure of the mortgagor's (s') equity of redemption and that of any persons or entities holding or claiming under them and Sheriff's Sale of the subject mortgaged property.

Pluese, Becker & Saltzman, LLC.

BY: 

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

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

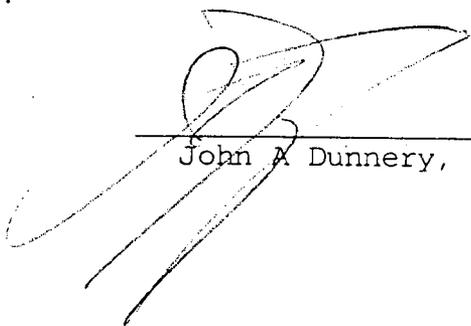
To the extent the act may apply, please be advised of the following:

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

VERIFICATION

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

Date: 11/14/05



John A Dunnery, VP

VOL 1979 PAGE 390
Loan Number: 0009611289
Parcel Number: 123-J9-248-63

EXHIBIT "A"

3. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD,
STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF
PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID#
123-J9-248-63, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND
IRON WORKS ADDITION TO CLEARFIELD.

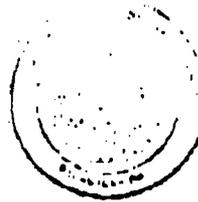
DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCGONIGAL AND ROBERT E.
MCGONIGAL, WIFE AND HUSBAND, AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED
05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF
PENNSYLVANIA

Exhibit 'A'
CLEARFIELD COUNTY

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CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 2:34pm 10-19-97
BY Lorenzi - Kish K... K...
FEES 25.50
Karen L. Starck, Recorder

I HEREBY CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

Parcel Number:
123-J9-268-63
After recording return to:
The Money Store/Packaging
P.O. Box 16012B
Sacramento, CA 95816-012B

MORTGAGE

0089611289

①

THIS MORTGAGE ("Security Instrument") is made this Tenth Day of October, 1997
between the Mortgagor, Bradley E. Zeigler And Christine J. Zeigler, Husband And Wife,

(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., dba The Money Store
which is organized and existing under the laws of New Jersey
and whose address is 1625 N. Market Blvd., 3rd Floor,
Sacramento, CA 95834 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **Thirty-One Thousand, Five
Hundred Dollars (U.S. \$ 31,500.00)**
together with interest, which indebtedness is evidenced by Borrower's note dated **October 10, 1997**
(the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner
paid, due and payable on **November 1, 2027**

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions
and renewals of the Note; the payment of all other sums, with interest thereon, advanced in accordance with this Security
Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of
Borrower contained in this Mortgage, Borrower does hereby mortgage, grant and convey to Lender, the following described
property located in Clearfield County, Pennsylvania:
(SEE EXHIBIT 'A' ATTACHED)

being the same property commonly known as: 1404 Clarendon Ave., Hyde, PA 16843
PENNSYLVANIA MORTGAGE with Original - Record
18002-1PA
("Property Address").

Page 1 of 7



Exhibit 'B'
CLEARFIELD COUNTY

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

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

2. **Funds for Taxes and Insurance.** If required by Lender, and subject to applicable law, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 1B, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner in the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

PENNSYLVANIA MORTGAGE Note Original - Record
M002-3FA

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0089611289

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

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

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights on the Property in accordance with Paragraph 8. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement to Lender of any proceeds made by check or other draft.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. If under Paragraph 1B the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains a mortgage clause, or (iii) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a loss payee on any payment of insurance proceeds upon Lender's notice to insurer of Lender's interest in the insurance proceeds.

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

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

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment

PENNSYLVANIA MORTGAGE with Original - Record

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0089611289

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shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

8. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon demand of Lender. The Borrower's obligation to pay the amounts advanced by Lender under this Paragraph 8 shall continue in full force and effect after the entry of any judgment in mortgage foreclosure or a judgment on the Note.

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

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

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VC: 1979-257

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

Lender may accept partial payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are noted as a payment in full, or with a notation of similar meaning.

13. Successors and Assigns Bound; Joint and Several Liability; Signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

14. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by first class mail addressed to the Property Address or to such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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

16. Borrower's Copy. Borrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

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

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

18. Acceleration; Remedies. Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the

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breach; (3) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument or foreclosure by judicial proceeding.

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

Borrower agrees that the interest rate payable after judgment is entered on the Note, or in an action of mortgage foreclosure, shall be the rate payable from time to time under the Note.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued up to one hour prior to sale of the Property if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.

20. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

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

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

As used in this Paragraph 21, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument. Borrower shall pay any release fees and costs of recordation unless applicable law provides otherwise.
- 23. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

Adjustable Rate Mortgage Loan Rider attached hereto and incorporated herein by this reference.

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

Bradley E. Zeigler (Seal) Borrower
Christine J. Zeigler (Seal) Borrower
 _____ (Seal) Borrower
 _____ (Seal) Borrower

Certificate of Residence
 I, George D Kulakowski, do hereby certify that the correct address of the with-lo-named Lender is 1625 N. Market Blvd., 3rd Floor, Sacramento, CA 95834

Witness my hand this 10th day of October 1997

George D Kulakowski Agent of Lender

COMMONWEALTH OF PENNSYLVANIA, Jefferson County is:

On this, the 10th day of October 1997, before me, the undersigned officer, personally appeared Bradley P. Zeigler & Christine J. Zeigler, husband & wife, who are known to me (or satisfactorily proved to be) the persons whose name(s) subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal. My Commission Expires:

[Signature]
 Title of Officer

Notarial Seal
 M. Louise Doyarin, Notary Public
 Pennsylvania Bar, Jefferson County
 My Commission Expires May 1, 2001
 Member, Pennsylvania Association of Notaries

PENNSYLVANIA MORTGAGE 6810 8006-79A

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Loan Number: 0009611289

Parcel Number: 123-J9-248-63

EXHIBIT "A"

**3. THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN THE COUNTY OF CLEARFIELD,
STATE OF PENNSYLVANIA AND DESCRIBED AS FOLLOWS:**

**ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF
PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 351, ID#
123-J9-248-63, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND
IRON WORKS ADDITION TO CLEARFIELD.**

**DEED FROM JANET M. BRADLEY, NOW KNOWN AS JANET M. MCCOMICAL AND ROBERT E.
MCCOMICAL, WIFE AND HUSBAND, AS SET FORTH IN DEED BOOK 1284, PAGE 351 DATED
05/26/1989 AND RECORDED 06/01/1989, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF
PENNSYLVANIA.**

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Loan No. 0089611289

ADJUSTABLE RATE RIDER
(LIBOR 6 Month Libor Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 10th day of October 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to TMS Mortgage Inc., dba The Money Store

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
1404 Clarendon Ave., Hyde, PA 16843

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of rate and the monthly payments, as follows:

10.500%. The Note provides for changes in the interest

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of every 6th month(s) thereafter. Each date on which my interest rate could change is called a "Change Date." and on the 1st day of November, 2001

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 Month Libor U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published by *The Wall Street Journal*. The most recent Index figure available as of the 20th day of the calendar month immediately preceding each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer published by *The Wall Street Journal*, the Note Holder will choose a new Index or source of Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and 1/10 percentage points (6.100 %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTI-STATE ADJUSTABLE RATE RIDER - Original - Record
BOOK 1 Page 1 of 1



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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes
The interest rate I am required to pay at the first Change Date will not be greater than 13.500 % or less than 10.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding Six month(s). My interest rate will never be greater than 16.500 %, or less than 10.500 %.

(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any payment change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Bradley E. Zaigler (Seal)
Borrower

Christine J. Zaigler (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

MULTISTATE ADJUSTABLE RATE RIDER Form Original - Record
800892

0089611289

Entered of Record 10-14 1997 2:24pm Karen L. Starck, Recorder

Prepared By:
Noriko Oshima
The Money Store
800-562-4937
4837 Watt Avenue
North Highlands, CA 95660

After Recording,
Mail To:
The Money Store,
4837 Watt Avenue,
North Highlands, CA 95660

Dated: November 15, 1998 SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY

CORPORATION ASSIGNMENT OF MORTGAGE

For Value Received, TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation, 2640 Morris Avenue, Union, NJ 07083 hereby grants and transfers to:

The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of November 30, 1997, Series 1997-D

whose address is 20 Broad Street, LL-2, New York City, NY 10005 all beneficial interest under that certain Deed of Trust dated 10/10/97, in the amount of \$31,600.00, executed by Bradley E. Zeigler, and Christine J. Zeigler, husband and wife, Borrower, and TMS Mortgage Inc., dba The Money Store, Mortgages, and recorded as Bk. 1878, Pg. 383, on 10/14/97, in the Official Records of the Clearfield County Recorder's office in the State of PA, describing the land therein as: 1404 Clarandon Ave., Hyde, PA, 16843

SEE ATTACHED LEGAL DESCRIPTION
Parcel # 123-J9-268-63

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

TMS Mortgage Inc., D.B.A. The Money Store, A New Jersey Corporation

[Signature]
Robert L. Minnich, Vice President

I hereby certify that the precise address of the within named assignee is: 20 Broad Street, LL-2, New York City, NY 10005

[Signature]
Krisen McCullough, Document Recording Specialist

State of California
County of Sacramento

On November 15, 1998 before me, the undersigned notary public, personally appeared Robert L. Minnich, Vice President, of TMS Mortgage Inc., DBA The Money Store, who reside at 4837 Watt Avenue, North Highlands, CA 95660, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, they, or the entity upon behalf of which they acted, executed the instrument.

Witness my hand and official seal.
[Signature]
Notary Public



Loan#: 0089611288
Borrower's Last Name: Zeigler
Prepared by: Noriko Oshima, (800)562-4937, 4837 Watt Avenue, North Highlands, CA 95660

0089611289

ALL THAT PARCEL OF LAND IN LAWRENCE TOWNSHIP, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED BOOK 1284, PAGE 361, IDS 13-368-6, BEING KNOWN AND DESIGNATED AS LOT 13-14, BLOCK 34, STEEL AND IRON WORKS ADDITION TO CLEARFIELD.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER
199801618

RECORDED ON
Dec 28, 1998
11:03:48 AM

RECORDING FEES -	\$13.50
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WAIT TAX	\$0.50
TOTAL	\$16.00

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:
RECONVEYANCE SERVICES**

Instrument Number - 200501792
Recorded On 2/8/2005 At 2:31:40 PM
* Instrument Type - ASSIGNMENT
* Total Pages - 3
Invoice Number - 124604
* Assignor - BANK OF NEW YORK
* Assignee - WACHOVIA BANK
* Customer - RECONVEYANCE SERVICES

* FEES	
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$28.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Recording Requested By:
HOMEQ SERVICING CORPORATION

And When Recorded Mail To:
Homeq Servicing Corporation
P O Box 13309
Mailcode #CA3501
Sacramento, CA 95813-3309

Prepared by:
PRINCETON RECONVEYANCE SERVICE

Space above for Recorder's use

ASSIGNMENT OF MORTGAGE

Loan#: 0089611289 Project ID#: 5,312 Cust#: 781 Date: DECEMBER 06, 2004

For good and valuable consideration, the sufficiency of which is hereby acknowledged,
THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997, SERIES 1997-D, 20 BROAD ST. LL-2 NEW YORK NY 10005
by these presents does convey, grant, bargain, sell, assign, transfer and set over to:
MACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

the described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$31,500.00 is recorded in the State of PENNSYLVANIA, Township of ~~...~~ County of CLEARFIELD Official Records, dated OCTOBER 10, 1997 and recorded on ---, as Instrument No. ---, in Book No. 1879, at Page No. 383.

Original Mortgagor: **lawrence* BRADLEY E. ESIGLER AND CHRISTINE J. ESIGLER, HUSBAND AND WIFE

Original Mortgagee: TMS MORTGAGE INC., DBA THE MONEY STORE
Property Address: 1606 CLARENDON AVE HYDE PA 16863-

I hereby certify that the precise address of the within names assignee is:
MACHOVIA BANK, NATIONAL ASSOCIATION, 301 S COLLEGE STREET, CHARLOTTE, NC 28288

By: *Jackie Cook* Jackie Cook
Name/Title

HOMEQ SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D

By: *Bianca Vargas*
Blanca Vargas, Vice President

State of CALIFORNIA
County of SACRAMENTO

} ss.

On DECEMBER 06, 2004, before me, Gary L. Snyder, personally appeared Blanca Vargas, Vice President of HOMEQ SERVICING CORPORATION, ATTORNEY IN FACT FOR, THE BANK OF NEW YORK AS TRUSTEE UNDER THE POOLING & SERVICING AGREEMENT DATED AS OF NOVEMBER 30, 1997 SERIES 1997-D personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Gary L. Snyder
(Notary Name): Gary L. Snyder



HOMEQ SERVICING

DF785

BRADLEY E ZEIGLER

1404 CLARENDON AVE
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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



Exhibit 'C'

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

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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

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YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

BRADLEY E ZEIGLER

P O BOX 327
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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



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

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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

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

AGENCY ACTION

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

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

EFFECT OF SHERIFF'S SALE

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

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Sincerely,

HomEq Servicing Corporation

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IMPORTANT DISCLOSURES

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As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

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For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

CHRISTINE J ZEIGLER

1404 CLARENDON AVE
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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WACHOVIA

HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM
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RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

HOMEQ SERVICING

DF785

CHRISTINE J ZEIGLER

P O BOX 327
HYDE, PA 16843

August 4, 2005
0089611289

NBRC

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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



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

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

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

TEMPORARY STAY OF FORECLOSURE

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

CONSUMER CREDIT COUNSELING AGENCIES

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

APPLICATION FOR MORTGAGE ASSISTANCE

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

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

AGENCY ACTION

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

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

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

NATURE OF THE DEFAULT

The MORTGAGE debt secured by your property located at:

1404 CLARENDON AVE HYDE, PA 16843

IS SERIOUSLY IN DEFAULT because:

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

a) Number of Payments Delinquent:	3
b) Delinquent Amount Due:	\$894.87
c) Late Charges:	\$43.27
d) Recoverable Corporate Advances:	\$634.62
e) Other Charges and Advances:	\$0.0
f) Less funds in Suspense:	\$1.62
g) Total amount required as of (due date):	\$1571.14

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

HOW TO CURE THE DEFAULT – You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER/SERVICER, WHICH IS \$1571.14 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other charges) WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check, or money order made payable to:**

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

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

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

IF YOU DO NOT CURE THE DEFAULT

If you do not cure the default within THIRTY (30) days of this notice, the lender/servicer intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the opportunity to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS OF THE DATE OF THIS LETTER, HomEq Servicing Corporation also intends to instruct its attorneys to start a legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON

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

OTHER LENDER/SERVICER REMEDIES

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE

It is estimated that the earliest date that such Sheriff's sale could be held would be **approximately five (5) months from the date of this notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. The amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender/servicer.

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

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

EFFECT OF SHERIFF'S SALE

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

ASSUMPTION OF MORTGAGE

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

THIS NOTICE CONTINUES ON THE NEXT PAGE

YOU MAY ALSO HAVE THE RIGHT

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

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

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

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

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

Sincerely,

HomEq Servicing Corporation

THIS NOTICE CONTINUES ON THE NEXT PAGE

IMPORTANT DISCLOSURES

California

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Colorado

For information about the Colorado Fair Debt Collection Practices Act, see www.ago.state.co.us/CAB.HTM (web site maintained by the State of Colorado)

Pluese, Becker & Saltzman, LLC.
Rob Saltzman, Esquire
Attorney Identification No.: 53957
20000 Horizon Way
Suite 900
Mt. Laurel, NJ 08054
(856) 813-1700
Attorney for Plaintiff
78316

CITIBANK NATIONAL ASSOCIATION
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2005, WACHOVIA
LOAN TRUST 2005-SD-1, ASSET
BACKED CERTIFICATES, SERIES 2005-
SD1

Plaintiff,

v.

BRADLEY E. ZEIGLER AND
CHRISTINE J. ZEIGLER

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

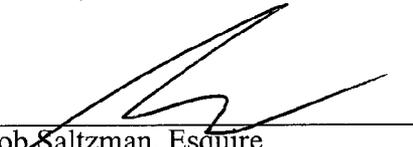
NO. 2005-1787-CD

PRAECIPE TO REINSTATE
MORTGAGE FORECLOSURE
COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the above captioned Complaint in Mortgage Foreclosure.

PLUESE, BECKER & SALTZMAN, LLC.

BY: 
Rob Saltzman, Esquire
#53957

FILED Atty pd. 7.00
m/3/14/06 2005-2 reinstated
MAR 22 2006 to Shff

William A. Shaw
Prothonotary/Clerk of Courts 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101374
NO: 05-1787-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIBANK NATIONAL ASSOCIATION
vs.
DEFENDANT: BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

SHERIFF RETURN

NOW, April 03, 2006 AT 8:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRADLEY E. ZEIGLER DEFENDANT AT 702 MARTIN ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRADLEY E. ZEIGLER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
9/3:35 am
APR 28 2006 (S)

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101374
NO: 05-1787-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIBANK NATIONAL ASSOCIATION
vs.
DEFENDANT: BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

SHERIFF RETURN

NOW, April 03, 2006 AT 8:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTINE J. ZEIGLER DEFENDANT AT 702 MARTIN ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRADLEY E. ZEIGLER, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101374
NO: 05-1787-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIBANK NATIONAL ASSOCIATION
vs.
DEFENDANT: BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

SHERIFF RETURN

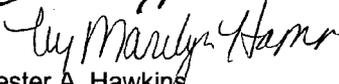
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PLUESE	74121	20.00
SHERIFF HAWKINS	PLUESE	74120	17.00

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

FILED

APR 28 2006

William A. Shaw
Prothonotary

Pluese, Becker & Saltzman, LLC
Attorneys At Law
20000 Horizon Way, Suite 900
Mt. Laurel, NJ 08054
Rob Saltzman, Esquire
Attorney ID NO.: 53957
856/813-1700
Attorney for Plaintiff
78316

FILED *Atty pd. 20.00*
m 11:54 AM
MAY 18 2006 *ICC Notice to Defs.*
Statement to Atty
William A. Shaw
Prothonotary/Clerk of Courts
(GR)

CITIBANK NATIONAL ASSOCIATION,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2005, WACHOVIA
LOAN TRUST 2005-SD1 ASSET
BACKED CERTIFICATES, SERIES
2005-SD1

Plaintiff,

v.

BRADLEY E. ZEIGLER
CHRISTINE J. ZEIGLER

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 2005-1787-CD

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

TO THE PROTHONOTARY:

Kindly enter Default Judgment in favor of Plaintiff, Citibank National Association, as Trustee under the Pooling and Servicing Agreement dated as of March 31, 2005, Wachovia Loan Trust 2005-SD1 Asset Backed Certificates, Series 2005-SD1, and against Defendant(s), Bradley E. Zeigler and Christine J. Zeigler, for failure to file an Answer to Plaintiff's Civil Action in Mortgage Foreclosure within the time provided for by applicable law from service thereof.

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

Bradley E. Zeigler, served April 3, 2006
Christine J. Zeigler, served April 3, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101374
NO: 05-1787-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIBANK NATIONAL ASSOCIATION
vs.
DEFENDANT: BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

COPY

SHERIFF RETURN

NOW, April 03, 2006 AT 8:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRADLEY E. ZEIGLER DEFENDANT AT 702 MARTIN ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRADLEY E. ZEIGLER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101374
NO: 05-1787-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIBANK NATIONAL ASSOCIATION
vs.
DEFENDANT: BRADLEY E. ZEIGLER and CHRISTINE J. ZEIGLER

SHERIFF RETURN

NOW, April 03, 2006 AT 8:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHRISTINE J. ZEIGLER DEFENDANT AT 702 MARTIN ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRADLEY E. ZEIGLER, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

Assess Damages as follows:

Total Demand in Complaint \$35,263.17

Interest due and owing at the rate of \$8.65 per diem from December 1, 2005 to
May 16, 2006 \$ 1,461.85

TOTAL JUDGMENT TO BE ENTERED

\$36,725.02

PLUESE, BECKER & SALTZMAN, LLC

By: _____

Rob Saltzman, Esquire
Attorneys for Plaintiff

Pluese, Becker & Saltzman, LLC

Attorneys At Law
20000 Horizon Way, Suite 900
Mt. Laurel, NJ 08054
Rob Saltzman, Esquire
Attorney ID NO.: 53957
856/813-1700
Attorney for Plaintiff
78316

CITIBANK NATIONAL ASSOCIATION AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF
MARCH 31, 2005, WACHOVIA LOAN
TRUST 2005-SD1, ASSET BACKED
CERTIFICATES, SERIES 2005-SD1

Plaintiff,

v.

BRADLEY E. ZEIGLER
CHRISTINE J. ZEIGLER

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No.: 2005-1787-CD

CERTIFICATION OF ADDRESSES

I, Marlo Washington, Paralegal, of the Law Firm of Pluese, Becker & Saltzman, LLC, Attorney for Plaintiff, Citibank National Association as Trustee under the pooling and servicing Agreement dated as of March 31, 2005, Wachovia Loan Trust 2005-SD1, Asset Backed Certificates, Series 2005-SD1, hereby certify that the Plaintiff's correct address is 1100 Corporate Center Drive, Raleigh, NC 27607, and the last known address of each Defendant is as below.

Bradley E. Zeigler, 702 Martin Street, Clearfield, PA 16830
Christine J. Zeigler, 702 Martin Street, Clearfield, PA 16830

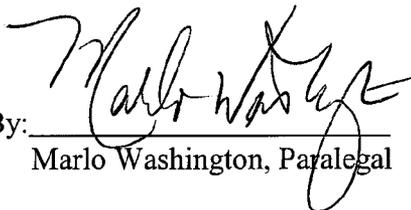
I certify that the foregoing information is true and correct to the best of my knowledge, information and belief.

Sworn to and Subscribed before
me this 17th day
of May, 2006.



JENNIFER EISER
NOTARY PUBLIC OF NEW JERSEY
ID# 2221929
MY COMMISSION EXPIRES
5/3/09

PLUESE, BECKER & SALTZMAN, LLC

By: 
Marlo Washington, Paralegal

Pluese, Becker & Saltzman, LLC

Attorneys At Law
20000 Horizon Way, Suite 900
Mt. Laurel, NJ 08054
856/813-1700
Rob Saltzman, Esquire
Attorney ID No.: 53957
Attorney for Plaintiff
78316

CITIBANK NATIONAL ASSOCIATION AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF
MARCH 31, 2005, WACHOVIA LOAN
TRUST 2005-SD1, ASSET BACKED
CERTIFICATES, SERIES 2005-SD1

Plaintiff,

v.

BRADLEY E. ZEIGLER
CHRISTINE J. ZEIGLER

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 2005-1787-CD

**AFFIDAVIT
OF
NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA

: s.s.

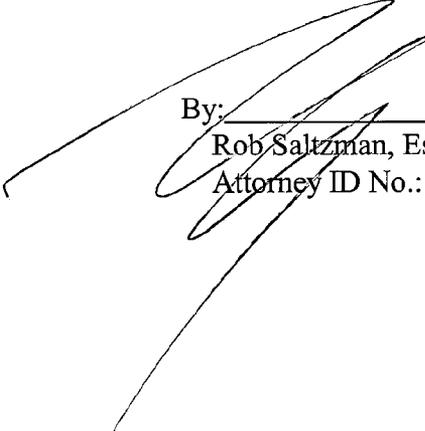
COUNTY OF CLEARFIELD:

I, Rob Saltzman, Esquire, being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained either by or on behalf of the Plaintiff herein named and that such investigations and/or records indicate that the above-named Defendant(s) is/are not in the Military or Naval Service of the United States of America or its Allies as defined by the Soldiers and Sailors Civil Relief Act of 1940, as amended, and that the age and last known residence and employment of each Defendant are as follows:

Defendant: Bradley E. Zeigler
Age: Over 18
Residence: 702 Martin Street, Clearfield, PA 16830
Employment: Unknown

Defendant: Christine J. Zeigler
Age: Over 18
Residence: 702 Martin Street, Clearfield, PA 16830
Employment: Unknown

PLUESE, BECKER & SALTZMAN, LLC

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

Sworn to and subscribed before me
this 17th day of May, 2006.



JENNIFER EISER
NOTARY PUBLIC OF NEW JERSEY
ID# 2221929
MY COMMISSION EXPIRES
5.3.09



Pluese, Becker & Saltzman, LLC

Attorneys At Law
20000 Horizon Way, Suite 900
Mt. Laurel, NJ 08054
856/813-1700
Rob Saltzman, Esquire
Attorney ID No.: 53957
Attorneys for Plaintiff
78316

CITIBANK NATIONAL ASSOCIATION AS
TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT DATED AS OF
MARCH 31, 2005, WACHOVIA LOAN
TRUST 2005-SD1, ASSET BACKED
CERTIFICATES, SERIES 2005-SD1

Plaintiff,

v.

BRADLEY E. ZEIGLER
CHRISTINE J. ZEIGLER

Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

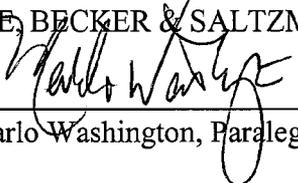
NO.: 2005-1787-CD

**CERTIFICATION
OF
MAILING**

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

Bradley E. Zeigler, 702 Martin Street, Clearfield, PA 16830
Christine J. Zeigler, 702 Martin Street, Clearfield, PA 16830

PLUESE, BECKER & SALTZMAN, LLC

By: 
Marlo Washington, Paralegal

Pluese, Becker & Saltzman, LLC.

Rob Saltzman, Esquire

Attorney Identification No.: 53957

20000 Horizon Way, Suite 900

Mt. Laurel, NJ 08054

(856) 813-1700

Attorney for Plaintiff

78316

CITIBANK NATIONAL ASSOCIATION
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2005, WACHOVIA
LOAN TRUST 2005-SD-1, ASSET
BACKED CERTIFICATES, SERIES 2005-
SD-1

Plaintiff,

v.

BRADLEY E. ZEIGLER AND
CHRISTINE J. ZEIGLER

Defendant(s).

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Court No. 2005-1787- CD

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

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims asserted against you. Unless you act within ten (10) days from the date of this Notice as set forth below, a Judgment may be entered against you without a hearing and you may lose your property or other important rights and may be liable for money damages. You should take this Notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

PENNSYLVANIA LAWYER REFERRAL SERVICE

Pennsylvania Bar Association

PO Box 186

Harrisburg, PA 17108

NOTIFICACION IMPORTANTE

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

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

Date of Notice: May 5, 2006

PERSONS SERVED:

Bradley E. Zeigler
702 Martin Street
Clearfield, PA 16830

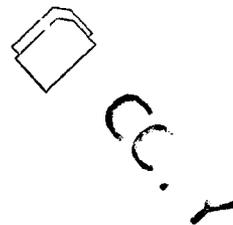
Christine J. Zeigler
702 Martin Street
Clearfield, PA 16830

PLUESE, BECKER & SALTZMAN, LLC.

By: _____

Rob Saltzman, Esquire
Attorneys for Plaintiff

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



WILLIAM SHAW, PROTHONOTARY

TO: BRADLEY E. ZEIGLER
702 MARTIN STREET
CLEARFIELD, PA 16830

CHRISTINE J. ZEIGLER
702 MARTIN STREET
CLEARFIELD, PA 16830

CITIBANK NATIONAL ASSOCIATION,
AS TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2005, WACHOVIA
LOAN TRUST 2005-SD1 ASSET
BACKED CERTIFICATES, SERIES
2005-SD1

Plaintiff,

v.

BRADLEY E. ZEIGLER
CHRISTINE J. ZEIGLER

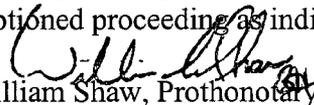
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 2005-1787-CD

NOTICE PURSUANT TO RULE 236

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

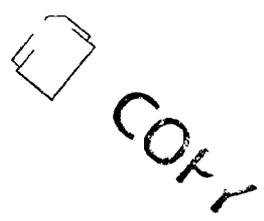

William Shaw, Prothonotary

5/18/06

[XX] Judgment entered by Default

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

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

 COPY

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

Citibank, NA.
Plaintiff(s)

No.: 2005-01787-CD

Real Debt: \$36,725.02

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Bradley E. Zeigler
Christine J. Zeigler
Defendant(s)

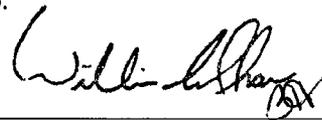
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 18, 2006

Expires: May 18, 2011

Certified from the record this 18th day of May, 2006.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

PLUESE, BECKER & SALTZMAN, LLC
Attorneys At Law
Rob Saltzman, Esquire / I.D. No. 53957
20000 Horizon Way Suite 900
Mt Laurel, New Jersey 08054
(856) 813-1700
Attorney for Plaintiff

FILED *no cc*
mtl 04/04
SEP 14 2006
William A. Shaw
Prothonotary/Clerk of Courts

CITIBANK NATIONAL ASSOCIATION,
AND TRUSTEE UNDER THE POOLING
AND SERVICING AGREEMENT DATED
AS OF MARCH 31, 2995, WACHOVIA
LOAN TRUST 2005-SD1 ASSET BACK
CERTIFICATES, SERIES 2005-SD1

Plaintiff,

v.

BRADLEY E. ZEIGLER
CHRISTINE J. ZEIGLER
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

DOCKET NO. 2005-1787-CD

AFFIDAVIT PURSUANT TO Pa R.C.P. 3129.2

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

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

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

records are accurate and report liens or interests recorded through the applicable "cover" or "board" date only, and it is not possible to ascertain the identity of any subordinate lienors whose interests have been recorded after the said cover date.

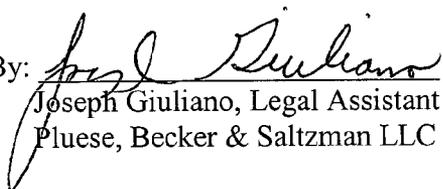
3. All persons/entities holding mortgages, judgments, liens or other interest in the subject premises, and as limited by the circumstances hereinbefore described, have been provided Notice(s) of Sheriff's Sale. See Exhibit "A", Notice of Sheriff's Sale.

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

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

Respectfully Submitted,

Pluese, Becker & Saltzman, LLC

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

Date: September 13, 2006

EXHIBIT "A"

Name and Address of Sender

- Check type of mail or service:
- Certified
 - COD
 - Delivery Confirmation
 - Express Mail
 - Insured
 - Registered Delivery (International)
 - Registered
 - Return Receipt for Merchandise
 - Signature Confirmation

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

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	Bradley E. Zeigler 702 Martin Street Clearfield, PA 16830											
2.	Christine J. Zeigler 702 Martin Street Clearfield, PA 16830											
3.	Beneficial Consumer Discount Co. db/a Beneficial Mortgage Co. of PA 1395 S. Alherton Street State College, PA 16801											
4.	Clearfield Co. Dept. of Domestic Relations 230 E. Market Street Clearfield, PA 16830											
5.	National Fuel Gas 225 Wayne Street - Regional Office Erie, PA 16507											
6.	Tenant/Occupant 1404 Carendon Avenue Hyde, PA 16843											
7.	Commonwealth of PA - Dept. of Welfare P. O. Box 2675 Harrisburg, PA 17105											
8.												
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)									

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

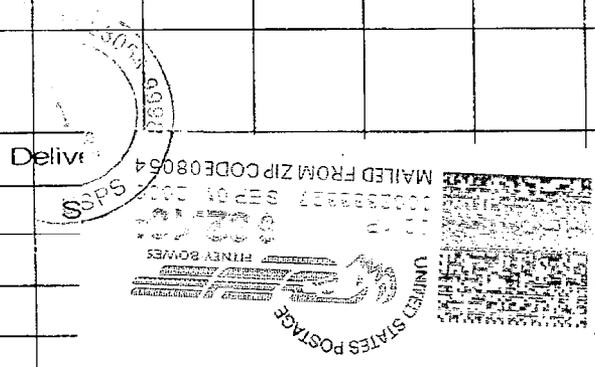


EXHIBIT "B"

PLUESE, BECKER & SALTZMAN, LLC

Attorneys at Law

ROB SALTZMAN •
RSaltzman@pbslaw.org

SANFORD J. BECKER
SBecker@pbslaw.org

ROBERT T. PLUESE
RPluese@pbslaw.org

ROBERT F. THOMAS •
RThomas@pbslaw.org

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

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

OF COUNSEL:

Katz, Ettin & Levine, P.C.

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

• PA and NJ Bars

**Please reply to:
Mt. Laurel, New Jersey**

NOTICE OF CLEARFIELD COUNTY SHERIFF'S SALE

To: All Interested Parties, identified in the Annexed Affidavit

Re: Citibank National Association, and Trustee Under the Pooling and Servicing Agreement Dated as of March 31, 2005, Wachovia Loan Trust 2005-SD1 Asset Back Certificates, Series 2005-SD1 v. Bradley E. Zeigler and Christine J. Zeigler

Docket No. 2005-1787-CD

Property: 1404 Clarendon Avenue, Hyde, PA 16843

Please be advised that the above-referenced property (and any improvements thereon) is scheduled to be sold by the Clearfield County Sheriff's Department on ***September 1, 2006**, at 10:00am at the Clearfield County Courthouse, 230 E. Market Street, Clearfield, PA 16830. This sale is scheduled pursuant to a Final Judgment in Mortgage Foreclosure entered in the amount of \$36,725.02 in the Court of Common Pleas for Clearfield County.

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

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

Sincerely,

***September 1, 2006 Sale postponed to
October 6, 2006**

By: **ROB SALTZMAN**
Rob Saltzman, Esquire
Attorney for Plaintiff

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

**Citibank National Association, and
Trustee Under the Pooling and Servicing
Agreement Dated as of March 31, 2005,
Wachovia Loan Trust 2005-SD1 Asset
Back Certificates, Series 2005-SD1
Plaintiff**

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

NO.: 2005-1787-CD

v.

**Bradley E. Zeigler
Christine J. Zeigler
Defendant(s)**

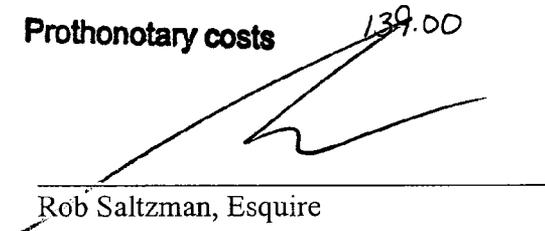
To the Prothonotary:

Issue Writ of Execution in the above matter:

AMOUNT DUE	\$36,725.02
INTEREST	
From 5/19/06 to Date of Sale	\$
@ \$6.04 per diem	
TOTAL DUE:	\$
(Costs to be added)	

Prothonotary costs *139.00*

Date: May 26, 2006



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

Note: Please furnish description of Property.

Our File #78316

FILED *Any pd. 20.00*
m/2:03/06 *ICC @ Lewrits*
MAY 30 2006 *w/ prop. descr.*
to Shff
William A. Shaw
Prothonotary/Clerk of Courts 

No.: 2005-1787-CD

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

Citibank National Association, and Trustee Under the Pooling and Servicing
Agreement Dated as of March 31, 2005, Wachovia Loan Trust
2005-SD1 Asset Back Certificates, Series 2005-SD1

v.

Bradley E. Zeigler
Christine J. Zeigler

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

Filed:



Attorney for Plaintiff

Address: 702 Martin Street, Clearfield, PA 16830

Where papers may be served.

William A. Shaw
Prothonotary/Clerk of Courts

MAY 30 2006

FILED

The land referred to in this report is located in the county of Clearfield, State of Pennsylvania and described as follows:

All that parcel of land in Lawrence Township, Clearfield County, State of Pennsylvania, as more fully described in Deed Book 1284, Page 351, ID #123-J09-268-63, being known and designated as Lot 13 – 14, Block 34, steel and iron works addition to Clearfield.

PLUESE, BECKER & SALTZMAN, LLC
By: Rob Saltzman, Esquire
Attorney I.D. #53957
20000 Horizon Way, Suite 900
Mount Laurel, NJ 08054
Phone: 856-813-1700
Attorney for Plaintiff

Citibank National Association, and Trustee Under
the Pooling and Servicing Agreement Dated as of
March 31, 2005, Wachovia Loan Trust 2005-SD1
Asset Back Certificates, Series 2005-SD1

Plaintiff,

v.

Bradley E. Zeigler
Christine J. Zeigler
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Docket #2005-1787-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Citibank National Association, and Trustee Under the Pooling and Servicing Agreement Dated as of March 31, 2005, Wachovia Loan Trust 2005-SD1 Asset Back Certificates, Series 2005-SD1, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at **1404 Carendon Avenue, Hyde, PA 16843**, Clearfield County, Pennsylvania, was true and correct to the best of its knowledge, information and belief.

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

Name

Address

Bradley E. Zeigler

702 Martin Street
Clearfield, PA 16830

Christine J. Zeigler

702 Martin Street
Clearfield, PA 16830

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

Name

Address

SAME AS ABOVE

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

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

None.

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

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

Citibank National Association, and Trustee
Under the Pooling and Servicing Agreement
Dated as of March 31, 2005, Wachovia Loan Trust
2005-SD1 Asset Back Certificates, Series 2005-SD1
(Plaintiff)

Beneficial Consumer Discount Co. d/b/a Beneficial Mortgage Co. of PA	1995 S. Atherton Street State College, PA 16801
---	--

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

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

None.

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

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

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

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

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

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

Name	Address
Tenant/Occupant	1404 Carendon Avenue Hyde, PA 16843

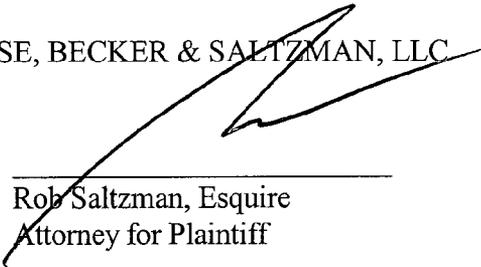
(attach separate sheet if more space is needed)

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

May 26, 2006
Date

PLUESE, BECKER & SALTZMAN, LLC

BY:



Rob Saltzman, Esquire
Attorney for Plaintiff

Citibank National Association, and Trustee
Under the Pooling and Servicing Agreement
Dated as of March 31, 2005, Wachovia Loan
Trust 2005-SD1 Asset Back Certificates,
Series 2005-SD1
Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

WRIT OF EXECUTION
(Mortgage Foreclosure)



COPY

v.

Bradley E. Zeigler
Christine J. Zeigler
Defendant(s)

NO.: 2005-1787-CD

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

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

1404 Carendon Avenue, Hyde, PA 16843
(see legal description attached)

AMOUNT DUE \$36,725.02

INTEREST \$
From 5/19/06 to Date of Sale
@ \$6.04 per diem

TOTAL DUE: \$
Plus costs per endorsement hereon

Prothonotary costs 139.00

Dated: 5/30/06

William L. Hays III
Prothonotary

(SEAL)

By: _____
Deputy

Our File #78316

No. 2005-1787-CD

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

Citibank National Association, and Trustee Under the Pooling and Servicing
Agreement Dated as of March 31, 2005, Wachovia Loan Trust
2005-SD1 Asset Back Certificates, Series 2005-SD1

vs.

Bradley E. Zeigler
Christine J. Zeigler

**WRIT OF EXECUTION
(Mortgage Foreclosure)**

Costs

Prothy. Pd. 139.00

Judgment Fee

Satisfaction Fee


Rob Saltzman, Esquire
Attorney for Plaintiff

Address: 702 Martin Street, Clearfield, PA 16830

Where papers may be served.

Our File #78316

The land referred to in this report is located in the county of Clearfield, State of Pennsylvania and described as follows:

All that parcel of land in Lawrence Township, Clearfield County, State of Pennsylvania, as more fully described in Deed Book 1284, Page 351, ID #123-J09-268-63, being known and designated as Lot 13 – 14, Block 34, steel and iron works addition to Clearfield.

PLUESE, BECKER & SALTZMAN, LLC

By: Rob Saltzman, Esquire

Attorney I.D. #53957

20000 Horizon Way, Suite 900

Mount Laurel, NJ 08054

Phone: 856-813-1700

Attorney for Plaintiff

Citibank National Association, and Trustee Under
the Pooling and Servicing Agreement Dated as of
March 31, 2005, Wachovia Loan Trust 2005-SD1
Asset Back Certificates, Series 2005-SD1
Plaintiff,

v.

Bradley E. Zeigler
Christine J. Zeigler
Defendant

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

Docket #2005-1787-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

I, Rob Saltzman, Esquire, Attorney for Plaintiff, Citibank National Association, and Trustee Under the Pooling and Servicing Agreement Dated as of March 31, 2005, Wachovia Loan Trust 2005-SD1 Asset Back Certificates, Series 2005-SD1, hereby certify that the last known address(es) of the Defendant(s) is/are as below:

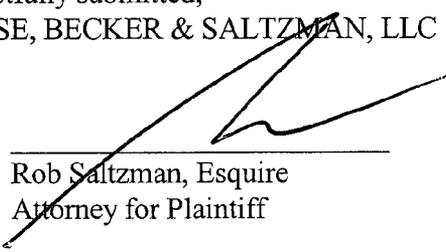
Bradley E. Zeigler, 702 Martin Street, Clearfield, PA 16830

Christine J. Zeigler, 702 Martin Street, Clearfield, PA 16830

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

Respectfully submitted,
PLUESE, BECKER & SALTZMAN, LLC

BY:


Rob Saltzman, Esquire
Attorney for Plaintiff

PLUESE, BECKER & SALTZMAN, LLC

By: Rob Saltzman, Esquire

Attorney I.D. #53957

20000 Horizon Way, Suite 900

Mount Laurel, NJ 08054

Phone: 856-813-1700

Attorney for Plaintiff

Citibank National Association, and Trustee Under
the Pooling and Servicing Agreement Dated as of
March 31, 2005, Wachovia Loan Trust 2005-SD1
Asset Back Certificates, Series 2005-SD1

Plaintiff,

v.

Bradley E. Zeigler

Christine J. Zeigler

Defendant(s).

Court of Common Pleas
Clearfield County

Docket #2005-1787-CD

CERTIFICATION AS TO THE SALE OF REAL PROPERTY

I, Rob Saltzman, Esquire hereby certify that I am the attorney of record for the Plaintiff, Citibank National Association, and Trustee Under the Pooling and Servicing Agreement Dated as of March 31, 2005, Wachovia Loan Trust 2005-SD1 Asset Back Certificates, Series 2005-SD1 in this action against real property and I further certify that this property is:

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

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

Respectfully submitted,
PLUESE, BECKER & SALTZMAN, LLC

BY: _____
Rob Saltzman, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20370
NO: 05-1787-CD

PLAINTIFF: CITIBANK NATIONAL ASSOCIATION, AND TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF MARCH 31, 2005, WACHOVIA LOAN TRUST 2005-SD1 ASSET BACKED CERTIFICATES, SERIES 2005-SD1

vs.

DEFENDANT: BRADLEY E. ZIEGLER AND CHRISTINE J. ZEIGLER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/30/2006

LEVY TAKEN 06/20/2006 @ 2:05 PM

POSTED 06/20/2006 @ 2:05 PM

SALE HELD 10/06/2006

SOLD TO CITIBANK N. A., AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF MARCH 31, 2005, WACHOVIA LOAN TRUST 2005-SD1 ASSET-BACKED CERTIFICATES, SERIES 2005-SD1

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 11/03/2006

DATE DEED FILED 11/03/2006

PROPERTY ADDRESS 1404 CLARENDON AVENUE HYDE , PA 16843

SERVICES

06/20/2006 @ 2:18 PM SERVED BRADLEY E. ZIEGLER

SERVED BRADLEY E. ZIEGLER, DEFENDANT, AT HIS RESIDENCE 702 MARTIN STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRADLEY E. ZIEGLER

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

06/20/2006 @ 2:18 PM SERVED CHRISTINE J. ZEIGLER

SERVED CHRISTINE J. ZEIGLER, DEFENDANT, AT HER RESIDENCE 702 MARTIN STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRADLEY E. ZIEGLER, HUSBAND/CO-DEFENDANT

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

@ SERVED

NOW, AUGUST 8, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 1, 2006 TO OCTOBER 6, 2006.

FILED
NOV 03 2006
William A. Shaw
Prothonotary/Clerk of Courts
PP
5-11-06
LWS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20370
NO: 05-1787-CD

PLAINTIFF: CITIBANK NATIONAL ASSOCIATION, AND TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF MARCH 31, 2005, WACHOVIA LOAN TRUST 2005-SD1 ASSET BACKED CERTIFICATES, SERIES 2005-SD1

vs.
DEFENDANT: BRADLEY E. ZIEGLER AND CHRISTINE J. ZEIGLER

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$213.58

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This
_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

Citibank National Association, and Trustee
Under the Pooling and Servicing Agreement
Dated as of March 31, 2005, Wachovia Loan
Trust 2005-SD1 Asset Back Certificates,
Series 2005-SD1

Plaintiff

v.

Bradley E. Zeigler
Christine J. Zeigler

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

WRIT OF EXECUTION
(Mortgage Foreclosure)

NO.: 2005-1787-CD

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

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

1404 Qarendon Avenue, Hyde, PA 16843
(see legal description attached)

AMOUNT DUE \$36,725.02

INTEREST \$
From 5/19/06 to Date of Sale
@ \$6.04 per diem

TOTAL DUE: \$
Plus costs per endorsement hereon

Prothonotary costs 139.00

Dated: 5/30/06

William L. [Signature]
Prothonotary

(SEAL)

By: _____
Deputy

Our File #78316

Received May 30, 2006 @ 3:15 P.M.
Christine A. [Signature]
By Cynthia Butler - [Signature]

The land referred to in this report is located in the county of Clearfield, State of Pennsylvania and described as follows:

All that parcel of land in Lawrence Township, Clearfield County, State of Pennsylvania, as more fully described in Deed Book 1284, Page 351, ID #123-J09-268-63, being known and designated as Lot 13 – 14, Block 34, steel and iron works addition to Clearfield.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BRADLEY E. ZEIGLER

NO. 05-1787-CD

NOW, November 03, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on October 06, 2006, I exposed the within described real estate of Bradley E. Ziegler And Christine J. Zeigler to public venue or outcry at which time and place I sold the same to CITIBANK N. A., AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED AS OF MARCH 31, 2005, WACHOVIA LOAN TRUST 2005-SD1 ASSET-BACKED CERTIFICATES, SERIES 2005-SD1 he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	3.56
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	7.02
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$213.58

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	36,725.02
INTEREST @ 6.0400 %	845.60
FROM 05/19/2006 TO 10/06/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$37,610.62

COSTS:

ADVERTISING	286.18
TAXES - COLLECTOR	478.00
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	213.58
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,434.76

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

CHESTER A. HAWKINS, Sheriff

PLUESE, BECKER & SALTZMAN, LLC

Attorneys at Law

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PENNSYLVANIA OFFICE:
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FORT WASHINGTON, PA. 19034
(215) 546-3205

OF COUNSEL:

Katz, Erin & Levine, P.C.

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

♦ PA and NJ Bars

Please reply to:
Mt. Laurel, New Jersey

TELECOPIER TRANSMITTAL SHEET

DATE: August 8, 2006
 TO: Cindy
 COMPANY: Clearfield County Sheriff's Office
 FAX NO.: 1-814-765-5915
 FROM: Joseph Giuliano, Legal Assistant to Rob Saltzman
 SENDER'S FAX NO.: 1-856-813-1720

RE: Citibank National Association et al v. Zeigler
 Property: 1404 Clarendon Avenue, Hyde, PA 16843
 Docket #: 2005-1787-CD

NUMBER OF PAGES INCLUDING COVER SHEET: 1

Dear Cindy:

Please postponed the above referenced Sheriff's Sale, scheduled for September 1, 2006 to the October 6, 2006 Sale.

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

CONFIDENTIALITY NOTE

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