

05-1791-CD  
Wachovia Bank vs Willard Bloom et al

Wachovia Bank vs Willard R. Bloom al  
05-1791-CD

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
PLAINTIFF

VS.

Willard R. Bloom and Phyllis J. Bloom  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-1791-cd

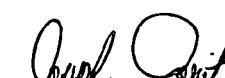
PRAECIPE FOR REINSTATEMENT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

SHAPIRO & KREISMAN, LLC

BY:

  
Joseph Rejent, Esquire  
Attorney for Plaintiff

FILED Atty pd. 7.00  
M 11/5/06  
JAN 18 2006 2 Comp. Reinstate  
to Shiff

William A. Shaw  
Prothonotary/Clerk of Courts

GP

**COPY**

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.

ATTORNEY I.D. NOS. 86727, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
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Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Willard R. Bloom and  
Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839

DEFENDANT(S)

1206  
**FILED**  
NOV 16 2005

William A. Shaw  
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-1791-CD

**COMPLAINT - CIVIL ACTION**  
**MORTGAGE FORECLOSURE**  
**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR 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.

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

Clearfield County Lawyer Referral Service  
Telephone: 814-765-2641 x-5982  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW  
FIRM IS DEEMED TO BE A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

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

Service # 1 of 3 Services

Sheriff Docket # **101011**

WACHOVIA BANK

Case # **05-1791-CD**

vs.

WILLARD R. BLOOM and PHYLLIS J. BLOOM

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW January 24, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO WILLARD R. BLOOM, DEFENDANT. BOX 27, CLINTON ST., GRASSFLAT, PA. "EMPTY".

SERVED BY: /

**FILED**  
01-45-06  
JAN 25 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 #

**101011**

WACHOVIA BANK

Case # 05-1791-CD

vs.

WILLARD R. BLOOM and PHYLLIS J. BLOOM

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW January 24, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO PHYLLIS J. BLOOM, DEFENDANT. BOX 27, CLINTON ST., GRASSFLAT, PA. "EMPTY".

SERVED BY: /

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

Service # 3 of 3 Services

Sheriff Docket #

**101011**

WACHOVIA BANK

Case # 05-1791-CD

vs.

WILLARD R. BLOOM and PHYLLIS J. BLOOM

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW January 24, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO OCCUPANTS (BLOOM PROPERTY), DEFENDANT. BOX 27 CLINTON ST., GRASSFLAT, PA. "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101011  
NO: 05-1791-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK

VS.

DEFENDANT: WILLARD R. BLOOM and PHYLLIS J. BLOOM

**SHERIFF RETURN**

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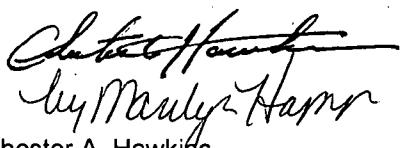
**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	159770	30.00
SHERIFF HAWKINS	SHAPRIO	159770	45.34

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 86727, 59621 & 87137  
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Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

NOV 16 2005

Attest.

*Willard R. Bloom*  
Prothonotary/  
Clerk of Courts

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW  
FIRM IS DEEMED TO BE A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

## NOTICIA

**LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL 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 EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O 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 SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

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Wachovia Bank, N.A., as Trustee for the  
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PLAINTIFF

VS.

Willard R. Bloom and  
Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

**COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates, the address of which is, 1665 Palm Beach Lakes, Suite 105,  
West Palm Beach, FL 33401, brings this action of mortgage foreclosure upon the following  
cause of action:

1. (a) Parties to Mortgage:  
Mortgagee: Bank One NA  
Mortgagor(s): Willard R. Bloom and Phyllis J. Bloom
- (b) Date of Mortgage: February 15, 2000
- (c) Place and Date of Record of Mortgage:  
Recorder of Deeds  
Clearfield County  
Mortgage Book Instrument No.: Page 200002284  
Date: February 22, 2000

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignment

Assignor: JP Morgan Chase Bank NA sbm to Bank One, NA

Assignee: Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates

Date of Assignment: As Recorded

Date of Recording: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as Box 27 Clinton Street, Grassflat, Pa 16839 and is more specifically described as attached as part of Exhibit "A":
4. The name and mailing address of each Defendant is:  
Willard R. Bloom, Box 27 Clinton Street, Grassflat, PA 16839; Phyllis J. Bloom, Box 27 Clinton Street, Grassflat, PA 16839
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of May 24, 2004 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of November 9, 2005:

Principal of Mortgage debt due and unpaid	\$51,445.60
Interest currently due and owing at 9.63% per annum calculated from April 24, 2004 at \$13.57 each day	\$7,667.05
Late Charge of \$24.56 per month assessed on the 16th of each month from June 9, 2004 to November 9, 2005, (18 Months)	\$442.08
Escrow Advances made by Plaintiff	\$741.89
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1500.00
<b><u>TOTAL</u></b>	<b>\$62,046.62</b>

8. Interest accrues at a per diem rate of 13.57 each day after November 9, 2005, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.

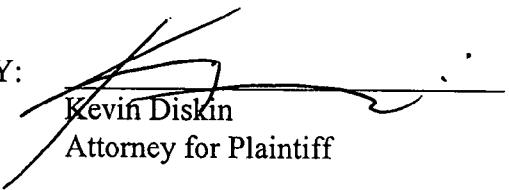
9. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
10. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendants, jointly and severally, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

Date: 11/11/05

SHAPIRO & KREISMAN, LLC

BY:

  
Kevin Diskin  
Attorney for Plaintiff

S & K File No. 05-24875

KAREN L. STAGG  
 REGISTERED AND RECORDER  
 CLERK'S FIELD, COUNTY  
 PENNSYLVANIA  
 INVENTORY NUMBER  
 34985632584  
 BUREAU IN  
 FEB 22, 2000  
 1005154 PM  
 RECORDING FEE - \$2.00  
 SEARCH FEE - \$2.00  
 INDEX FEE - \$1.00  
 COPIER FEE - \$1.00  
 TOTAL \$5.00  
*Georgetown*

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 15, 2000. The mortgagor is WILLARD R. BLOOM and PHYLLIS J. BLOOM, HIS WIFE.

("Borrower"). This Security Instrument is given to BNK CNS, INC.

, which is organized and existing under the laws of the District of Columbia, and whose address is P.O. BOX 7100574, COLUMBUS, OH 43271-0074. ("Lender"). Borrower owes Lender the principal sum of KRW. AND. MTS. SEVEN HUNDRED EIGHTY-THREE AND 00/100 DOLLARS (\$1,883.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in GRASSLEY, PENNSYLVANIA County, Pennsylvania:

See exhibit 'A' attached hereto and made a part hereof.

which has the address of BOX 27, CEDARTON, PA <sup>(Parc)</sup> GRASSLEY <sup>(Parc)</sup>  
Pennsylvania 16839 <sup>(By Land)</sup> ("Property Address");

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Biddle Formworks, Inc., St. Cloud, MN 56301-2241; Fax 651-474-61142

Form 8030-0100 (Rev. 1-27-93)  
*h.s.b. 2/2/00*

*Exhibit  
 (A)*

LEGAL DESCRIPTION - EXHIBIT 'A'

ALL that certain lot or land situated in the Village of West Clymer, Cooper Township, Clearfield County, Pennsylvania, being Lot #341 designated on the Clearfield Bituminous Coal Map found recorded in the Recorder's Office of Clearfield County, Pennsylvania in Miscellaneous Book 16, Page 563, and being on the North side of Grassfield Avenue.

REHING the same premises as were conveyed to Willard R. Bloom and Phyllis J. Bloom, his wife, by Deed of Virginia L. Millward and Janet L. Colo, individuals, dated April 26, 1997 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1852, Page 63.

WR 8  
LJS

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

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

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

**UNIFORM COVENANTS. Borrower and Lender covenants and agree as follows:**

1. **Payment of Principal and Interest; Prepayments and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, 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) property taxes and assessments which may arise prior to or after the date on which the Note is paid in full; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in the event of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at its option, withhold and hold Funds to 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. § 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 and expert 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 on 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, a general accounting of the Funds, showing credits and debits to the Funds and the reason 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 21, 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.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Property which may attain priority over this Security Instrument, and household payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 4, or if not paid to that number, Borrower shall pay them on the date directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defects against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender submitting the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property to account with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, 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 impaired, if the restoration or repair is not unreasonably feasible or Lender's security would be impaired, the insurance proceeds shall not be applied to the sums required by this Security Instrument, whether or not these due, with any excess paid to Borrower. If Borrower fails to make the repair, or does not answer within 30 days a notice from Lender that the insurance carrier has failed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair damage to the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is sold 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.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument; and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a defect and reinstate, as provided in paragraph 15, by concluding the action or proceeding to be discontinued with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default 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) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a household, Borrower shall comply with all the provisions of the lease. If Borrower acquires his title to the Property, the household, and the fee title shall not change unless Lender agrees to the change in writing.

**7. 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 to bankruptcy, probate, for condemnation or foreclosure 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 and holding the property paying reasonable attorney's fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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 notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance to effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and receive these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agents or any reasonable carriers upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to any inspection specifically reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for expenses

In the event of a total taking of the Property, the sum of \$1,000,000, as compensation which, in addition to the amount of any condemnation or other taking of any part of the Property, or for conveyances to him of condemnation, are hereby assigned and shall be paid to Lender.

If the Property is abandoned, or if, after notice by Lender to Borrower that the condemner 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, as it appears, either in remittance or repair of the Property or to the sum secured by this Security Instrument, whichever is less.

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 reduce the principal sum.

11. Borrower Not Responsible For Performance By Lender Not A Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any enforcement by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns. This Note is joint and several liability. Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to encumber, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the amounts secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, reduce or make any accommodation with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

**13. Loan Charge.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is fully interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal amount of the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address or my other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by and construed in accordance with the laws of the state in which my property is located. Any provision of this Security Instrument that will be deemed to be invalid or unenforceable will be stricken and the remaining provisions will be construed as a valid and enforceable provision.

conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which are given effect without the conflicting provision. To the end and the provisions of this Security Instrument and the Note are declared to be severable.

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

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. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify) after commencement of the enforcement of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Notes; Change of Loan Service. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service") that collects monthly payments due under the Note and this Security Instrument. There may be one or more changes of the Loan Service unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. 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 to normal business uses and to 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 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Accelerating Remedies. Borrower and Lender further covenant and agree as follows:

Borrower shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose the Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the cause instrument without charge to Borrower. Borrower shall pay any recondition costs.

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

24. **Reinstatement Period.** Borrower's time to rebalance provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. **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.

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

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) (specify) \_\_\_\_\_

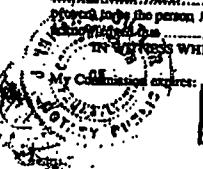
By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*WILLARD R. BLOOM* ..... 3-15-00 (Seal)  
 WILLARD R. BLOOM ..... Borrower  
*Jennifer A. Cutler* ..... 3-15-00 (Seal)  
 JENNIFER A. CUTLER ..... Borrower

(Space Below This Line For Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA, ..... **PAWLEY TOWNSHIP**, ..... County of: .....  
 On this, the ..... 15th, day of ..... APRIL, 2000, ..... before me, .....  
**WILLARD R. BLOOM**, ..... the undersigned officer, personally appeared **WILLARD R. BLOOM AND JENNIFER A. CUTLER**, .....  
 known to me (or satisfactorily  
 identified) as the person ..... whose name is ..... **JENNIFER A. CUTLER**, .....  
 subscribed to the within instrument and  
 acknowledged that they ..... executed the same for the purposes herein contained.  
 IN WITNESS WHEREOF, I have signed my hand and official seal.



Notary Seal  
 Jennifer A. Cutler, Notary Public  
 Chautauque County, NY  
 My Commission Expires June 17, 2003

*Jennifer A. Cutler*  
 Notary Public

DAVIS VIERBRY certified that the address of the mortgagor in the within mortgage is P.O. BOX 710097,  
 WATKINS, OH 43273-0097.

By ..... *R. Dunning Gearhart*  
 R. Dunning Gearhart

Notary Seal, Inc., St. Louis, MO (700-567-3241) File No. 1-PA 071160

Form 2033 2/00 Page 6 of 6

## PAYMENT RIDER

THIS PAYMENT RIDER is made this 15th day of February, 2000, 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 to BANK ONE, NA, ORGANIZED AND EXISTING under the laws of the United States of America (the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
500 27th Street SW, Columbus, OH 43219

Property Address

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

**A. SCHEDULED PAYMENTS OF PRINCIPAL AND INTEREST**

The Note provides for scheduled payments of principal and interest as follows:

**3. PAYMENTS**

(A) Scheduled Payments

I will pay principal and interest by making payments when scheduled:  
 I will make 240 payments of \$ 431.22, each on the 15th of each month, beginning on April 1, 2000.  
 I will make payments as follows:

In addition to the payments described above, I will pay a "balloon payment" of \$ 5000 on July 1, 2003. The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, on March 4, 2020, I still owe amounts under this Note, I will pay these amounts in full on that date, which is called the "maturity date." I will make my scheduled payments at 500 27th Street, Columbus, OH 43219 or at a different place if required by the Note Holder.

MULTIPURPOSE FIXED RATE PAYMENT RIDER (MULTISTATE)  
Santana Systems, Inc., St. Cloud, MN Form 5000-102 2/1/99

Page 1 of 2  
*W.R.B. R.T.B.*

**B. FUNDS FOR TAXES AND INSURANCE (check one)**

Uniform Covenant 2 of the Security Instrument is waived by the Lender.  
 Uniform Covenant 2 of the Security Instrument is amended to read as follows:

1. The word "monthly" is changed to "scheduled."
2. Paragraph 3 is amended to read as follows:

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at the 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 shortage or deficiency. Borrower shall make up the shortage or deficiency at Lender's sole discretion, subject to the requirements of applicable law.

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

*Willard R. Bloom* ..... 2-15-00 (Seal)  
*Phyllis Bloom* ..... 2-15-00 (Seal)

Date: 10/1/05

Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home.

This notice explains how the program works.

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

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

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

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

Exhibit

HOMEOWNER'S NAME(S): Willard R. Bloom and Phyllis J. Bloom  
PROPERTY ADDRESS: Box 27 Clinton Street, Grassflat, PA 16839  
LOAN ACCT. NO.: 33552464  
ORIGINAL LENDER: Bank One, NA  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 05-24875

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**-The MORTGAGE debt held by the above lender on your property located at: Box 27 Clinton Street, Grassflat, PA 16839

IS SERIOUSLY IN DEFAULT because:

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

May 24, 2004 to September 24, 2005 @ <u>\$491.22</u>	=	<u>\$8,350.74</u>
Other charges (explain/itemize):		
Late Charges: June 9, 2004 to September 9, 2005 @ <u>\$24.56</u>	=	<u>\$392.96</u>
Escrow Advances:	=	
Suspense Credit to Borrower:		
		\$741.89
		(\$78.58)
<b>TOTAL AMOUNT PAST DUE:</b>	=	<u><b>\$9,407.01</b></u>

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

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$9,407.01, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Ocwen Loan Servicing, LLC  
1661 Worthington Road; Suite 100  
West Palm Beach, Florida 33409

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** C/O The Law Firm of Shapiro and Kreisman

**Address:** 2520 Renaissance Blvd., Suite 150, King of Prussia, PA 19406

**Phone number:** (610) 278-6800

**Fax number:** (610) 278-9980

**Contact person:** Ilana Zion

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

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

**YOU ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

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**CLEARFIELD COUNTY**

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
(814) 238-3668

**CCCS of Western PA**  
219-A College Park Plaza  
Johnstown, PA 15904  
888-511-2227

**CCCS of Western PA, Inc.**  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888-511-2227

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

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556



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CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.00
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.90

Postmark  
OHCICKEN PA 19433  
007

Send to: **Carol L. Blodgett**  
Box 27 Chianti  
Cross Street, PA 16839  
Street, Box No. 27  
City/State/Zip  
PS Form 3800, June 2002  
See Reverse for Instructions

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.00
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.90

Postmark  
ROCKFORD, IL 61071  
1

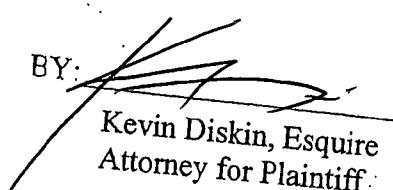
Send to: **Phyllis J. Bloom**  
Street 715 K St.  
or PO Box No. 00000000000000000000  
City/State/Zip  
PS Form 3800, June 2002  
See Reverse for Instructions

VERIFICATION

Kevin Diskin, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN

BY:

  
Kevin Diskin, Esquire  
Attorney for Plaintiff

Dated: 11/14/05

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 86727, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Willard R. Bloom and  
Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839

DEFENDANT(S)

**COMPLAINT - CIVIL ACTION**  
**MORTGAGE FORECLOSURE**  
**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR 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.

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

Clearfield County Lawyer Referral Service  
Telephone: 814-765-2641 x-5982  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

NOV 16 2005

Attest.

*Lisa C. P.*  
Prothonotary/  
Clerk of Courts

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW  
FIRM IS DEEMED TO BE A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

## NOTICIA

**LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL 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 EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O 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 SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

Clearfield County Lawyer Referral Service  
Telephone: 814-765-2641 x-5982  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 86727, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Willard R. Bloom and  
Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

**COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates, the address of which is, 1665 Palm Beach Lakes, Suite 105,  
West Palm Beach, FL 33401, brings this action of mortgage foreclosure upon the following  
cause of action:

1. (a) Parties to Mortgage:  
Mortgagee: Bank One NA  
Mortgagor(s): Willard R. Bloom and Phyllis J. Bloom
- (b) Date of Mortgage: February 15, 2000
- (c) Place and Date of Record of Mortgage:  
Recorder of Deeds  
Clearfield County  
Mortgage Book Instrument No.: Page 200002284  
Date: February 22, 2000

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignment

Assignor: JP Morgan Chase Bank NA sbm to Bank One, NA

Assignee: Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates

Date of Assignment: As Recorded

Date of Recording: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as Box 27 Clinton Street, Grassflat, Pa 16839 and is more specifically described as attached as part of Exhibit "A":
4. The name and mailing address of each Defendant is:  
Willard R. Bloom, Box 27 Clinton Street, Grassflat, PA 16839; Phyllis J. Bloom, Box 27 Clinton Street, Grassflat, PA 16839
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of May 24, 2004 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of November 9, 2005:

Principal of Mortgage debt due and unpaid	\$51,445.60
Interest currently due and owing at 9.63% per annum calculated from April 24, 2004 at \$13.57 each day	\$7,667.05
Late Charge of \$24.56 per month assessed on the 16th of each month from June 9, 2004 to November 9, 2005, (18 Months)	\$442.08
Escrow Advances made by Plaintiff	\$741.89
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1500.00
<b><u>TOTAL</u></b>	<b>\$62,046.62</b>

8. Interest accrues at a per diem rate of 13.57 each day after November 9, 2005, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.

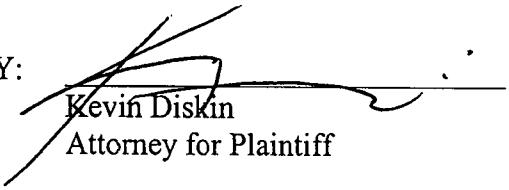
9. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
10. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendants, jointly and severally, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

Date: 11/11/05

SHAPIRO & KREISMAN, LLC

BY:

  
Kevin Diskin  
Attorney for Plaintiff

S & K File No. 05-24875

KAREN L. BLACK  
 REASSEN AND RECHNER  
 CLEVELAND COUNTY  
 PENNSYLVANIA  
 HOMESTEAD BANK  
 2606083-26884  
 BUREAU B  
 Feb 22, 2000  
 12:05:56 PM  
 RECORDING FEE - \$20.00  
 REBATE  
 COURT JUDGEMENT 13.00  
 TAX  
 REBATE 13.00  
 INVESTMENT FEE  
 STATE MFT TAX  
 TUIT  
 10.00  
 10.00

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 15, 2000. The mortgagor  
 is MILLARD R. BLOOM and PRISCILLA J. BLOOM, HIS WIFE  
 ("Borrower"). This Security Instrument is given to BNK ONE, NA

, which is organized and existing under the laws of the United States,  
OHIO, C.R. 1441012, P.O. BOX 770097, COLUMBUS, OH, 43273-0977, and whose address is  
 ("Lender"). Borrower owes Lender the principal sum of \$10,000.00 and 10/100 percent  
 by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with  
 the full debt, if not paid earlier, due and payable on February 15, 2020. This debt is evidenced  
 to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
 modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the  
 security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security  
 Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following  
 described property located in GRASSPLAT, PA. County, Pennsylvania.  
 See exhibit 'A' attached hereto and made a part hereof.

which has the address of BOX 27, CLINTON ST. <sup>CLINTON</sup> GRASSPLAT  
 Pennsylvania 16839 <sup>16839</sup> ("Property Address");

PENNSYLVANIA—Single Party—Flood McFadden Mac: UNIFORM INSTRUMENT  
 Borlaud Systems, Inc., St. Cloud, MN 563-557-3341; Fax 651-474-57143

Form 3000 0100 page 1 of 1  
 1/26/2003

Exhibit  
 ("A")

LEGAL DESCRIPTION - EXHIBIT 'A'

ALL that certain lot or land situated in the Village of West Clymer, Cooper Township, Clearfield County, Pennsylvania, being Lot #361 designated on the Clearfield Bituminous Coal Map found recorded in the Recorder's Office of Clearfield County, Pennsylvania in Miscellaneous Book 16, Page 563, and being on the North side of Grandfield Avenue.

REHIND the same premises as were conveyed to Willard R. Bloom and Phyllis J. Bloom, his wife, by Deed of Virginia L. Millward and Janet L. Cole, individuals, dated April 26, 1997 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1852, Page 63.

WR 6  
LJS

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

**Borrower Covenants** that Borrower is lawfully seized of the same 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 waives and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This Security Instrument contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**Uniform Covenants**. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayments and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, 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") from (a) yearly taxes and assessments which may affect priority over this Security Instrument as a Lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. 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. § 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, normally 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 tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Under an agreement it makes or applicable law requires interest to be paid, Lender shall not be required to pay interest 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 amounts 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 two 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 21, 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 sum secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to the prepayment charges due under the Note; second, to interest payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts due and owing to Lender.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) good faith, the lien by, or defends against enforcement of the lien in a manner acceptable to Lender; (b) consents to operate to prevent the enforcement of the lien in legal proceedings which in the Lender's opinion Lender is subordinating the lien to this Security Instrument; or (c) secures from the holder of the lien an agreement subordinating to this Security Instrument, Lender may give Borrower a notice identifying the lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien which Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier provides the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage required above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and certificates shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make a claim for loss if not made promptly by Borrower.

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 impaired. If the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sums accrued by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums accrued by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 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 accrued by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loss Application; Leasehold.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forcible or action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cause such a defect and release, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default 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) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a household, Borrower shall comply with all the provisions of this note. If Borrower acquires fee title to the Property, the household and the fee title shall not change unless Lender agrees to the merger in writing.

**7. 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 or foreclosure 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 action may include paying any sums accrued by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower accrued 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 notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower while the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender against losses available and is obtained. Borrower, shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the amount of the mortgage insurance ends in accordance with my written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or order for damages, abatement or condemnation, in connection with my condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum 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 sum secured by this Security Instrument 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 same are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor refuses 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, if so option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whichever or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payment or otherwise be in paragraphs 1 and 2 or change the amount of such payment.

11. Borrower Not Relieved. Notwithstanding any provision of this Security Instrument or a Waiver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any claim made by the original Borrower or Borrower's successors in interest. Any extension by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns; Joint and Several Liability; Co-Debtors. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-debts this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to manage, grant and convey, but Borrower's interest in this Property under the terms of this Security Instrument; (b) is not personally obligated to pay the amount of the debt secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to amend, modify, forgive or waive any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

13. Loan Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is fully incorporated so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender has the option to make this relief by reducing the principal owed under the Note or by making a direct payment to Borrower. If a reduced balance principal, the reduction will be treated as a partial prepayment without any prepayment charges under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise law requires use of another method. The notice shall be addressed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are deemed to be severable.

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

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 or of due cause of the 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. Borrower's Right to Release. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for repossession) before sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpeded. Upon repossession by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to release shall not apply to the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Service unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also state the name and address of the new Loan Service and the address to which payments should be made.

20. 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 to normal residential and to 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 action in accordance with Environmental Law.

As used in this paragraph 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Non-Uniform Coverage. Borrower and Lender further covenant and agree as follows:

Borrower shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument, without further demand and may foreclose on the Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the Property permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the conveyance shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any reconnection costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, laws and acts, and homestead exemption.

24. Enforcement Period. Borrower's time to repossess provided in Paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. 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.

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

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall stand and support the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) (specify)

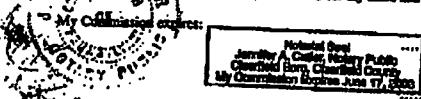
By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and to any rider(s) executed by Borrower and recorded with it.

Witnessed:

*Jeffrey A. Cutler* *3-15-00 (Seal)*  
Jeffrey A. Cutler *WILLARD R. BLOOM* *3-15-00 (Seal)*  
*WILLARD R. BLOOM* *3-15-00 (Seal)*  
WILLARD R. BLOOM *PHILIP J. BLOOM* *3-15-00 (Seal)*

[Please Sign Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, *BLAIRSTOWN*, County of: *BLAIRSTOWN*  
On this, the *17*, day of *MARCH*, 2000, before me,  
the undersigned officer, personally appeared *WILLARD R. BLOOM* and *PHILIP J. BLOOM*,  
of the age of *50* and *21* respectively, who, after being duly sworn,  
declared under oath the person *A.*, whose name is *A.*, *AK*,  
executed the sum of *\$10,000.00* for the purpose herein contained.  
IN WITNESS WHEREOF, I have set my hand and official seal.



THIS NOTARY CERTIFIED that the address of the mortgagor in the within mortgage is *R.R. BOX 712097*,  
*WILKINSBURG, PA 15221-0097*.

By *R. Danning Gearhart*  
*R. Danning Gearhart*

Notary Public  
Jennifer A. Cutler, Notary Public  
Chester County, Chester County  
My Commission Expires June 17, 2003

State of *Pennsylvania*  
Date of *3/15/00*

Form 2020 2/00 (Page 8 of 6)

## PAYMENT RIDER

THIS PAYMENT RIDER is made this 5th day of February, 2000, 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 to BANK ONE, NA., ORGANIZED AND EXISTING under the laws of the United States of America (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 505 27th CLINTON ST., CINCINNATI, OH 45229

Property Address

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

**A. SCHEDULED PAYMENTS OF PRINCIPAL AND INTEREST**

The Note provides for scheduled payments of principal and interest as follows:

**3. PAYMENTS**

(A) Scheduled Payments

I will pay principal and interest by making payments when scheduled:

I will make .....\$40..... payments of \$ 421.22..... each on the .....5th..... of each month .....beginning on ..APRIL 5, 2000.....

I will make payments as follows:

In addition to the payments described above, I will pay a "balloon payment" of \$..... on ...... The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

(B) Maturity Date and Place of Payment

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, on APRIL 5, 2020....., I still owe amounts under this Note, I will pay these amounts in full on that date, which is called the "maturity date." I will make my scheduled payments at 700 7th Street, Columbus, OH 43271-0000..... or at a different place if required by the Note Holder.

MULTIPURPOSE FIXED RATE PAYMENT RIDER (MULTI STATE)  
Santana Systems, Inc., 60, Cedar, MN 55314-1000 8/1/98

*WBB* *RTB*

**B. FUNDS FOR TAXES AND INSURANCE (check one)**

Uniform Covenant 2 of the Security Instrument is waived by the Lender.  
 Uniform Covenant 2 of the Security Instrument is amended to read as follows:  
1. The word "monthly" is changed to "scheduled."  
2. Paragraph 3 is amended to read as follows:

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at that 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 shortage or deficiency. Borrower shall make up the shortage or deficiency at Lender's sole discretion, subject to the requirements of applicable law.

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

*Willard R. Bloom* ..... 2-15-00 (Seal)  
*Willard R. Bloom* ..... 2-15-00 (Seal)

Date: 10/1/05

Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home.

This notice explains how the program works.

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

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

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

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

Exhibit

HOMEOWNER'S NAME(S): Willard R. Bloom and Phyllis J. Bloom  
PROPERTY ADDRESS: Box 27 Clinton Street, Grassflat, PA 16839  
LOAN ACCT. NO.: 33552464  
ORIGINAL LENDER: Bank One, NA  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 05-24875

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**-The MORTGAGE debt held by the above lender on your property located at: Box 27 Clinton Street, Grassflat, PA 16839

IS SERIOUSLY IN DEFAULT because:

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

May 24, 2004 to September 24, 2005 @ <u>\$491.22</u>	=	<u>\$8,350.74</u>
Other charges (explain/itemize):		
Late Charges: June 9, 2004 to September 9, 2005 @ <u>\$24.56</u>	=	<u>\$392.96</u>
Escrow Advances:	=	
Suspense Credit to Borrower:		
		<u>\$741.89</u>
		<u>(\$78.58)</u>
<b>TOTAL AMOUNT PAST DUE:</b>	=	<u><b>\$9,407.01</b></u>

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

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$9,407.01, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Ocwen Loan Servicing, LLC  
1661 Worthington Road; Suite 100  
West Palm Beach, Florida 33409

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: **C/O The Law Firm of Shapiro and Kreisman**

Address: **2520 Renaissance Blvd., Suite 150, King of Prussia, PA 19406**

Phone number: **(610) 278-6800**

Fax number: **(610) 278-9980**

Contact person: **Ilana Zion**

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

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

**YOU ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

--	--	--

**CLEARFIELD COUNTY**

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
(814) 238-3668

**CCCS of Western PA**  
219-A College Park Plaza  
Johnstown, PA 15904  
888-511-2227

**CCCS of Western PA, Inc.**  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888-511-2227

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

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556

## Name and Address of Sender

**SHAPIRO & KREISMAN**  
2520 RENAISSANCE BLVD., SUITE 450  
KING OF PRUSSIA, PA 19446

## Check type of mail or service:

Certified       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

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. 05-24875	David R. Bloom Box 27 Clinton Street Braintree, MA 02184											
2.	Phyllis Bloom Box 27 Clinton Street Braintree, MA 02184											
3.												
4.												
5.												
6.												
7.												
8.												

Return Receipt

Restricted Delivery

Special Handling

Signature Confirmation

Delivery Confirmation

Postage

Fee

Fee

Fee



02140

0004336189

01/07/2005

MAILED FROM ZIP CODE 19406

See Privacy Act Statement on Reverse

Postmaster, Per (Name of receiving employee)

S. C.

Total Number of Pieces  
Listed by Sender **D**      Total Number of Pieces  
Received at Post Office

PS Form 3877, February 2002 (Page 1 of 2)

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup>**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 00
Certified Fee	230
Return Receipt Fee (Endorsement Required)	
Resentance Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.90

Postmark  
PA 19416 OCT 1 2002

Delivery  
RECEIVED BY MAIL PA 16839 Street

PS Form 3804, June 2002  
Site Reference for Instructions

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .60
Certified Fee	<u>2.30</u>
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	<u><b>\$ 2.90</b></u>

Street, Box No.  
or P.O. Box No.  
City, State, Zip Code  
Sent 19th July 2007 at 6pm  
Gross/Schiff 16839

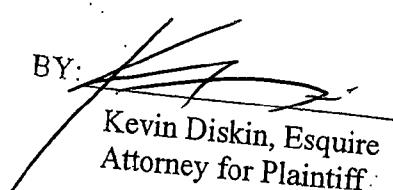
PS Form 3800, June 2002  
See Reverse for Instructions

VERIFICATION

Kevin Diskin, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN

BY:

  
Kevin Diskin, Esquire  
Attorney for Plaintiff

Dated: 11/14/05

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

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 86727, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Willard R. Bloom and  
Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-1791-CD

Attest.

*Willard R. Bloom*  
Prothonotary/  
Clerk of Courts

**COMPLAINT - CIVIL ACTION**  
**MORTGAGE FORECLOSURE**

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR 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.

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

Clearfield County Lawyer Referral Service  
Telephone: 814-765-2641 x-5982  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW  
FIRM IS DEEMED TO BE A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

## NOTICIA

**LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL 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 EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O 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 SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

Clearfield County Lawyer Referral Service  
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SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
JOSEPH REJENT, ESQ.,  
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S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Willard R. Bloom and  
Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

**COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates, the address of which is, 1665 Palm Beach Lakes, Suite 105,  
West Palm Beach, FL 33401, brings this action of mortgage foreclosure upon the following  
cause of action:

1. (a) Parties to Mortgage:  
Mortgagee: Bank One NA  
Mortgagor(s): Willard R. Bloom and Phyllis J. Bloom
- (b) Date of Mortgage: February 15, 2000
- (c) Place and Date of Record of Mortgage:  
Recorder of Deeds  
Clearfield County  
Mortgage Book Instrument No.: Page 200002284  
Date: February 22, 2000

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignment

Assignor: JP Morgan Chase Bank NA sbm to Bank One, NA

Assignee: Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates

Date of Assignment: As Recorded

Date of Recording: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as Box 27 Clinton Street, Grassflat, Pa 16839 and is more specifically described as attached as part of Exhibit "A":
4. The name and mailing address of each Defendant is:  
Willard R. Bloom, Box 27 Clinton Street, Grassflat, PA 16839; Phyllis J. Bloom, Box 27 Clinton Street, Grassflat, PA 16839
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of May 24, 2004 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of November 9, 2005:

Principal of Mortgage debt due and unpaid	\$51,445.60
Interest currently due and owing at 9.63% per annum calculated from April 24, 2004 at \$13.57 each day	\$7,667.05
Late Charge of \$24.56 per month assessed on the 16th of each month from June 9, 2004 to November 9, 2005, (18 Months)	\$442.08
Escrow Advances made by Plaintiff	\$741.89
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1500.00
<b><u>TOTAL</u></b>	<b>\$62,046.62</b>

8. Interest accrues at a per diem rate of 13.57 each day after November 9, 2005, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.

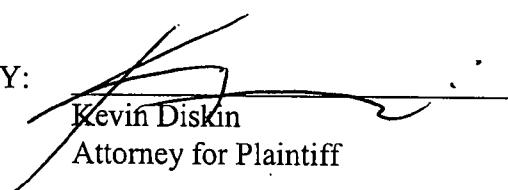
9. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
10. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendants, jointly and severally, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

Date: 11/11/05

SHAPIRO & KREISMAN, LLC

BY:

  
Kevin Diskin  
Attorney for Plaintiff

S & K File No. 05-24875



LEGAL DESCRIPTION - EXHIBIT 'A'

ALL that certain lot or land situated in the Village of West Clymer, Cooper Township, Clearfield County, Pennsylvania, being Lot #341 designated on the Clearfield Bituminous Coal Map found recorded in the Recorder's Office of Clearfield County, Pennsylvania in Miscellaneous Book 16, Page 563, and being on the North side of Grassfield Avenue.

REHIND the same premises as were conveyed to Willard R. Bloom and Phyllis J. Bloom, his wife, by Deed of Virginia L. Millward and Janet L. Cole, individuals, dated April 26, 1997 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1852, Page 63.

WR B  
PJS

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

**Borrower Covenants** that Borrower is lawfully owner of the same 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 records and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**This Security Instrument** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**Uniform Covenants** Borrower and Lender covenants and agree as follows:

1. **Payment of Principal and Interest; Prepayments and Late Charges.** Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, 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 state priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. 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. § 2601 et seq. ("FRSOPA"), 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 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, normally applying the Funds to 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 and prompt tax reporting service used by Lender in connection with the funds. 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 on 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, a general accounting of the Funds, showing credits and debits to the Funds and the amount 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 1, 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 to a credit against the same secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 4; third, to interest due from, to principal due, and last, to any late charges due under the Note.

Property which may claim priority over this Security Instrument, and household payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on the direct to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defects against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may claim priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be selected by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property to account with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals in trust. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration or repair of the Property damaged. If the restoration or repair is unreasonably delayed and Lender's security is not lessened, if the restoration or repair is not substantially within 60 days of Lender's security would be lessened, the insurance premiums shall be applied to the sums accrued by this Security Instrument up to the then date, with any excess paid to Borrower. If Borrower demands payment of the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has advised the carrier a claim, then Lender may deduct the insurance proceeds. Lender may sue the person(s) to repair or restore the Property or to pay sums accrued by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 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 accrued by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholder. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a defect and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default 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) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a household, Borrower shall comply with all the provisions of the Note. If Borrower acquires fee title to the Property, the household and the fee title shall not merge unless Lender agrees to the merger in writing.

7. 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 or foreclosure 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 accrued by a lien which has priority over this Security Instrument, paying for insurance premiums and attorney's fees and incurring on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower accrued by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement of the Note and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance to effect. If, for any reason, the mortgage insurance coverage required by Lender becomes or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage required or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 amounts comprised by the following fractions: (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 due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conference offers to make an arrangement with 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 to the sums secured by this Security Instrument, whether or not 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 principal payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released. Payment of the Note is Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Subject to the provision of paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree among them, without or before or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected is synonymous with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any premium or origination under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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 that can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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. Borrower's Right to Redress. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or provisions; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpeded. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Service unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will name the name and address of the new Loan Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance 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 to normal residential needs and as 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 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

Breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's failure to make any payment when due) shall entitle Lender to, among other things: (a) the default; (b) the action required to cure the default; (c) when the default cannot be cured, and (d) if failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose the Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the entire instrument shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

24. Redemption Period. Borrower's time to redeem provided in Paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. 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.

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

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) (specify) \_\_\_\_\_

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

Witnesses:

*Jennifer A. Cutler* ..... *Willard R. Bloom* ..... 2-15-00 (Seal)  
Jennifer A. Cutler ..... WILLARD R. BLOOM AND JENNIFER A. J. ..... Borrower  
*Jennifer A. Cutler* ..... *Phillip J. Bloom* ..... 2-15-00 (Seal)  
Jennifer A. Cutler ..... PHILLIP J. BLOOM ..... Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA ..... **DAUPHIN** ..... County as:  
On this, the ..... 15th, day of ..... MAY, 2000, before me, ..... before me, .....  
SIGNED, RUST, WITNESS: ..... the undersigned officer, personally appeared **WILLARD R. BLOOM AND JENNIFER A. J.**,  
known to me (or satisfactorily  
identified) as the person, **J. R. BLOOM**, whose name is ..... RAY, ..... subscriber to the within instrument and  
acknowledged the same to be his/her free and voluntary act, executed the same for the purposes herein contained.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: **6/30/2003**

*Jennifer A. Cutler* ..... *Notary Public*  
Jennifer A. Cutler, Notary Public  
Chesterfield Town, Chesterfield County  
My Commission Expires June 17, 2003

*Jennifer A. Cutler* ..... *Notary Public*  
Jennifer A. Cutler, Notary Public  
Chesterfield Town, Chesterfield County  
My Commission Expires June 17, 2003

THIS NOTARY certifies that the address of the mortgagor in the within mortgage is **P.O. BOX 710097, CLEVELAND, OH 44271-0097**.

By ..... *Robert D. Banning* .....  
R. Banning Banning

Notary Public  
Robert D. Banning, Notary Public  
Cleveland, Ohio  
My Commission Expires June 17, 2003

Form 3033 R/00 (page 5 of 6)

## PAYMENT RIDER

THIS PAYMENT RIDER is made this .....15th..... day of .....February, 2000..... 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 to BANK ONE, NA, FEDERAL HOME LOAN BANK..... under the laws of the United States of America..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
500 27th, COLUMBUS, OH 43278, PA 16929.....  
Property Address

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

**A. SCHEDULED PAYMENTS OF PRINCIPAL AND INTEREST**

The Note provides for scheduled payments of principal and interest as follows:

**3. PAYMENTS**

(A) Scheduled Payments

I will pay principal and interest by making payments when scheduled:

I will make .....240..... payments of .....\$ 431.22..... each on the .....15th..... of each month..... beginning on .....APRIL 1, 2000.....

I will make payments as follows:

In addition to the payments described above, I will pay a "balloon payment" of .....\$..... on ...... The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, on .....APRIL 1, 2020....., I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date." I will make my scheduled payments at .....P.O. BOX 740007, COLUMBUS, OH 43271-2007..... or at a different place if required by the Note Holder.

MULTIPURPOSE FIXED RATE PAYMENT RIDER (MULTI STATE)  
Salem Systems, Inc., 60, Cedar, MN 55314-3400 81680

Page 1 of 2

W.R.B R.T.B

**B. FUNDS FOR TAXES AND INSURANCE (check one)**

Uniform Covenant 2 of the Security Instrument is waived by the Lender.  
 Uniform Covenant 2 of the Security Instrument is amended to read as follows:  
1. The word "monthly" is changed to "scheduled."  
2. Paragraph 3 is amended to read as follows:

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at that 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 shortage or deficiency. Borrower shall make up the shortage or deficiency at Lender's sole discretion, subject to the requirements of applicable law.

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

*Willard R. Bloom* ..... 2-15-00 (Seal)  
*Phyllis Bloom* ..... 2-15-00 (Seal)

Date: 10/1/05

Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home.

This notice explains how the program works.

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

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

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

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

Exhibit

HOMEOWNER'S NAME(S): Willard R. Bloom and Phyllis J. Bloom  
PROPERTY ADDRESS: Box 27 Clinton Street, Grassflat, PA 16839  
LOAN ACCT. NO.: 33552464  
ORIGINAL LENDER: Bank One, NA  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 05-24875

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**-The MORTGAGE debt held by the above lender on your property located at: Box 27 Clinton Street, Grassflat, PA 16839

IS SERIOUSLY IN DEFAULT because:

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

May 24, 2004 to September 24, 2005 @ <u>\$491.22</u>	=	<u>\$8,350.74</u>
Other charges (explain/itemize):		
Late Charges: June 9, 2004 to September 9, 2005 @ <u>\$24.56</u>	=	<u>\$392.96</u>
Escrow Advances:	=	
Suspense Credit to Borrower:		
		<u>\$741.89</u>
		<u>(\$78.58)</u>
<b>TOTAL AMOUNT PAST DUE:</b>	=	<u><b>\$9,407.01</b></u>

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

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$9,407.01, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Ocwen Loan Servicing, LLC  
1661 Worthington Road; Suite 100  
West Palm Beach, Florida 33409

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** C/O The Law Firm of Shapiro and Kreisman

**Address:** 2520 Renaissance Blvd., Suite 150, King of Prussia, PA 19406

**Phone number:** (610) 278-6800

**Fax number:** (610) 278-9980

**Contact person:** Ilana Zion

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

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

**YOU ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

--	--	--	--

**CLEARFIELD COUNTY**

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
(814) 238-3668

**CCCS of Western PA**  
219-A College Park Plaza  
Johnstown, PA 15904  
888-511-2227

**CCCS of Western PA, Inc.**  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888-511-2227

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

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556

## Name and Address of Sender

**SHAPIRO & KREISMAN**  
2620 REINASSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406

Check type of mail or service:  
 Certified       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

Article Number	Address (Name, Street, City, State, & Zip Code)	Postage	Fee	Delivery Confirmation		Signature Confirmation		Special Handling		Restricted Delivery		Return Receipt	
				Handling Charge	If Registered	Actual Value	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	1011 Birch St. Bloom Box 27 Clinton Street Bucks County, PA 10839												
2.	Phyllis Bloom Box 27 Clinton Street Bucks County, PA 10839												
3.													
4.													
5.													
6.													
7.													
8.													
Total Number of Pieces Listed by Sender	Total Number of Pieces Received	Postmaster, Per (Name of receiving employee)		See Privacy Act Statement on Reverse									
2	✓	Sh											

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CERTIFIED MAIL™ RECEIPT  
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Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.90

Send **Physical** to:  
Street, Box, No. or PO Box No.  
City, State, Zip  
PS Form 3800, June 2002

Postmark: **YOHICKEN PA 19455 001**

See Reverse for Instructions

U.S. Postal Service™  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.00
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.90

Send **Physical** to:  
Street, Box, No. or PO Box No.  
City, State, Zip  
PS Form 3800, June 2002

Postmark: **ROCKAWAY HILLS NJ 07866 001**

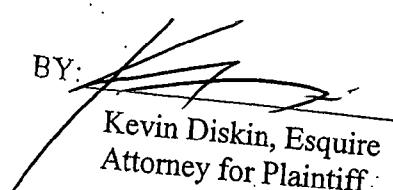
See Reverse for Instructions

VERIFICATION

Kevin Diskin, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN

BY:

  
Kevin Diskin, Esquire  
Attorney for Plaintiff

Dated: 11/14/05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101175  
NO: 05-1791-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, N.A.

VS.

DEFENDANT: WILLARD R. BLOOM and PHYLLIS J. BLOOM

**SHERIFF RETURN**

---

NOW, January 27, 2006 AT 10:18 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLARD R. BLOOM DEFENDANT AT 45 HOLLYS LANE, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PHYLLIS BLOOM, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
01/05/07  
MAR 22 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101175  
NO: 05-1791-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, N.A.

vs.

DEFENDANT: WILLARD R. BLOOM and PHYLLIS J. BLOOM

**SHERIFF RETURN**

---

NOW, January 27, 2006 AT 10:18 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PHYLLIS J. BLOOM DEFENDANT AT 45 HOLLYS LANE, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PHYLLIS J. BLOOM, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101175  
NO: 05-1791-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WACHOVIA BANK, N.A.

VS.

DEFENDANT: WILLARD R. BLOOM and PHYLLIS J. BLOOM

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	162201	20.00
SHERIFF HAWKINS	SHAPIRO	162201	24.79

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 86727, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Willard R. Bloom and  
Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-1791-CD

**COMPLAINT - CIVIL ACTION**  
**MORTGAGE FORECLOSURE**

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR 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.

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

Clearfield County Lawyer Referral Service  
Telephone: 814-765-2641 x-5982  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Jan 18, 2006 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

FILED *Att'y pd.*  
m/18/2006 85.00  
NOV 16 2005 3CC Shff  
William A. Shaw  
Prothonotary/Clerk of Courts

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW  
FIRM IS DEEMED TO BE A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

## NOTICIA

**LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL 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 EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O 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 SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

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Clearfield, PA 16830

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 86727, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Willard R. Bloom and  
Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-1791-CD

### COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates, the address of which is, 1665 Palm Beach Lakes, Suite 105, West Palm Beach, FL 33401, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:

Mortgagee: Bank One NA

Mortgagor(s): Willard R. Bloom and Phyllis J. Bloom

(b) Date of Mortgage: February 15, 2000

(c) Place and Date of Record of Mortgage:

Recorder of Deeds

Clearfield County

Mortgage Book Instrument No.: Page 200002284

Date: February 22, 2000

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignment

Assignor: JP Morgan Chase Bank NA sbm to Bank One, NA

Assignee: Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates

Date of Assignment: As Recorded

Date of Recording: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as Box 27 Clinton Street, Grassflat, Pa 16839 and is more specifically described as attached as part of Exhibit "A":
4. The name and mailing address of each Defendant is:  
Willard R. Bloom, Box 27 Clinton Street, Grassflat, PA 16839; Phyllis J. Bloom, Box 27 Clinton Street, Grassflat, PA 16839
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of May 24, 2004 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
7. The following amounts are due as of November 9, 2005:

Principal of Mortgage debt due and unpaid	\$51,445.60
Interest currently due and owing at 9.63% per annum calculated from April 24, 2004 at \$13.57 each day	\$7,667.05
Late Charge of \$24.56 per month assessed on the 16th of each month from June 9, 2004 to November 9, 2005, (18 Months)	\$442.08
Escrow Advances made by Plaintiff	\$741.89
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1500.00
<b><u>TOTAL</u></b>	<b>\$62,046.62</b>

8. Interest accrues at a per diem rate of 13.57 each day after November 9, 2005, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.

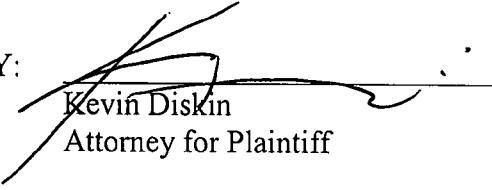
9. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
10. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendants, jointly and severally, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

Date: 11/16/05

SHAPIRO & KREISMAN, LLC

BY:

  
Kevin Diskin  
Attorney for Plaintiff

S & K File No. 05-24875

KAREN L. STACH  
 REGISTER AND READER  
 CLEARFIELD COUNTY  
 PENNSYLVANIA  
 INSTRUMENT READER  
 2600-000-000-0004  
 KAREN L. STACH  
 Feb 22, 2000  
 1:05:56 PM  
 RECORDING FEE - \$2.00  
 READER  
 COUNTY JURISDICTION: 13-9  
 FEE  
 READER  
 INSTRUMENT FEE  
 STATE REIT TAX  
 TOTAL  
 \$2.00

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 15, 2000. The mortgagor is WILLARD R. BLOOM and PATRICIA T. BLOOM, HIS WIFE ("Borrower"). This Security instrument is given to BANK ONE, NA, which is organized and existing under the laws of the United States of America, and whose address is P.O. BOX 710097, COLUMBUS, OH 43271-0971 ("Lender"). Borrower owes Lender the principal sum of \$147,447.00 Dollars (U.S. \$ 147,447.00). This debt is evidenced by Borrower's note dated the same date as this Security instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable on March 4, 2020. This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (c) the performance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania: See exhibit 'A' attached hereto and made a part hereof.

which has the address of BOX 27, CLINTON ST., GRASSFLAT,  
 Pennsylvania 16839 ("Property Address");

PENNSYLVANIA—Single Family—Farm Note/Middle Mac UNIFORM INSTRUMENT  
 Services Systems, Inc., St. Cloud, MN 56301-2241 Form RD-149 6/1/93

Form 8030 9/90 page 1 of 6  
 1/8/01 2/1/01

Exhibit  
 "A"

LEGAL DESCRIPTION- EXHIBIT 'A'

ALL that certain lot or land situated in the Village of West Clymer, Cooper Township, Clearfield County, Pennsylvania, being Lot #341 designated on the Clearfield Bituminous Coal Map found recorded in the Recorder's Office of Clearfield County, Pennsylvania in Miscellaneous Book 16, Page 563, and being on the North side of Grassflat Avenue.

BEING the same premises as were conveyed to Willard R. Bloom and Phyllis J. Bloom, his wife, by Deed of Virginia L. Millward and Janet L. Cole, individuals, dated April 26, 1997 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1852, Page 53.

WRG  
PJB

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

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

This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**Uniform Covenants.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayments and Late Charge.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, 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 household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sum payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the federal Real Estate Settlement Procedure Act of 1974 as amended from time to time, 12 U.S.C. § 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, normally amending 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 thereto and the purpose for which each debt in 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 three 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 21, 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.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, in interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and household payments or ground rents, if any, pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts received evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien which may satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if no such proof by Borrower.

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 breached. If the restoration or repair is not economically feasible or Lender's security would be breached, the insurance proceeds shall be applied to the sums accrued by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not repair within 30 days a notice from Lender that the insurance carrier has failed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's rights 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 accrued by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and rehouse, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default 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) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not change unless Lender agrees to the change in writing.

**7. 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 or foreclosure 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 accrued 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. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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 notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums necessary to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 condemned claim to make an award or file 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 recondition or repair of the Property or to 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.

11. Borrower Not Relieved. Forfeiture by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest or of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey their Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree, consent, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is strictly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any premium being paid on the Note.

14. Notices. Any notice to Borrower required for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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 give effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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 or by the due 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. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for relevant proceedings) before sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which should be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance 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 to normal residential uses and to 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 remedial action 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 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender may notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall furnish Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided for this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the entire instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waives. Borrower, to the extent permitted by applicable law, waives and releases any error or defect in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future law providing for stay of execution, extension of time, execution from sheriff's levy and writ, and homestead exemption.

24. Redemption Period. Borrower's time to commence a redemption period as provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale provided in this Security Instrument.

25. 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.

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

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) (specify)

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.

Witnesses:

*Jennifer A. Butler* ..... *William R. Bloom* ..... 2-15-00 (Seal)  
Jennifer A. Butler ..... WILLIAM R. BLOOM ..... Borrower  
*Jennifer A. Butler* ..... *William R. Bloom* ..... 2-15-00 (Seal)  
Jennifer A. Butler ..... WILLIAM R. BLOOM ..... Borrower

(Space Below This Line For Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA, ..... CHARFIELD, ..... County as:  
On this, the ..... 15th, day of ..... FEBRUARY, 2000, ..... before me, .....  
the undersigned officer, personally appeared WILLIAM R. BLOOM, ..... 4001 1/2 W. 10th Street, .....  
HUNTINGDON, PENNSYLVANIA, ..... whose name is ..... R.W. ..... known to me (or satisfactorily  
verified to me the person is ..... R.W. ..... whose name is ..... R.W. ..... subscriber to the within instrument and  
acknowledged the same to be his free and voluntary act, ..... After being sworn to, .....  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:



*Jennifer A. Butler*  
Notary Public  
Date of office

THIS HEREBY certified that the address of the mortgagor in the within mortgage is R.C. BOX 710097  
COLMERS, OH 43227-0097

By ..... *R. Danning Gearhart*  
R. Danning Gearhart

## PAYMENT RIDER

THIS PAYMENT RIDER is made this 30th, day of February, 2000, 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 to BANK ONE, NA., ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 100, 27, CANTON, ST., GRASS VALLEY, CA 95929.

Property Address

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

**A. SCHEDULED PAYMENTS OF PRINCIPAL AND INTEREST**

The Note provides for scheduled payments of principal and interest as follows:

**3. PAYMENTS**

**(A) Scheduled Payments**

I will pay principal and interest by making payments when scheduled:  
 I will make 240 payments of \$ 430.23, each on the 1st of each month, beginning on April 1, 2009.  
 I will make payments as follows:

In addition to the payments described above, I will pay a "balloon payment" of \$ ..... on ...... The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

**(B) Maturity Date and Place of Payments**

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, on March 4, 2020, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date." I will make my scheduled payments at P.O. BOX 730097, COLUMBUS, OH 43273-0997, or at a different place if required by the Note Holder.

**MULTIPURPOSE FIXED RATE PAYMENT RIDER (MULTISTATE)**  
Notary Systems, Inc., St. Cloud, MN Form MPFR-PR 9/1/99

*WRC* *RTB*

B. FUNDS FOR TAXES AND INSURANCE (check one)

Uniform Covenant 2 of the Security Instrument is waived by the Lender.  
 Uniform Covenant 2 of the Security Instrument is amended to read as follows:  
1. The word "monthly" is changed to "scheduled."  
2. Paragraph 3 is amended to read as follows:

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at that 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 shortage or deficiency. Borrower shall make up the shortage or deficiency at Lender's sole discretion, subject to the requirements of applicable law.

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

*Willard R. Bloom* ..... 1/15/00 (Seal)  
X *Pauline J. Bloom* ..... 1/15/00 (Seal)  
WILLARD R. BLOOM  
PAULINE J. BLOOM

Date: 10/1/05

Phyllis J. Bloom  
Box 27 Clinton Street  
Grassflat, PA 16839

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home.

This notice explains how the program works.

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

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

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

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

Exhibit  
"B"

HOMEOWNER'S NAME(S): Willard R. Bloom and Phyllis J. Bloom  
PROPERTY ADDRESS: Box 27 Clinton Street, Grassflat, PA 16839  
LOAN ACCT. NO.: 33552464  
ORIGINAL LENDER: Bank One, NA  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 05-24875

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**-The MORTGAGE debt held by the above lender on your property located at: Box 27 Clinton Street, Grassflat, PA 16839

IS SERIOUSLY IN DEFAULT because:

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

May 24, 2004 to September 24, 2005 @ <u>\$491.22</u>	=	<u>\$8,350.74</u>
Other charges (explain/itemize):		
Late Charges: June 9, 2004 to September 9, 2005 @ <u>\$24.56</u>	=	<u>\$392.96</u>
Escrow Advances:	=	
Suspense Credit to Borrower:		\$741.89
		(\$78.58)
<b>TOTAL AMOUNT PAST DUE:</b>		<u><b>\$9,407.01</b></u>

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

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$9,407.01, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Ocwen Loan Servicing, LLC  
1661 Worthington Road; Suite 100  
West Palm Beach, Florida 33409

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** C/O The Law Firm of Shapiro and Kreisman

**Address:** 2520 Renaissance Blvd., Suite 150, King of Prussia, PA 19406

**Phone number:** (610) 278-6800

**Fax number:** (610) 278-9980

**Contact person:** Ilana Zion

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

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

**YOU ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

**CLEARFIELD COUNTY**

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
(814) 238-3668

**CCCS of Western PA**  
219-A College Park Plaza  
Johnstown, PA 15904  
888-511-2227

**CCCS of Western PA, Inc.**  
Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888-511-2227

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

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556

## Name and Address of Sender

**SHAPIRO & KREISMAN**  
2220 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406

## Affix Stamp Here

Certified  
 COD  
 Delivery Confirmation  
 Express Mail  
 Insured

Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

Article Number	Address/Line (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fees	SC Fees	SH Fees	RD Fees	RR Fees
1. 05-24875	401 Lord St. Bloom Box 27 Clinton Street Grassflat, PA 10839											
2.	Phyllis Bloom Box 27 Clinton Street Grassflat, PA 10839											
3.												
4.												
5.												
6.												
7.												
8.												

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per Name of receiving employee
1	1	S. C.
See Privacy Act Statement on Reverse		

U.S. Postal Service™  
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**OFFICIAL USE**

Postage	\$ 1.60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.90

Postmark  
PA 19451 OCT 1 2002

Send To: **John Willis**, **1 Bloom St**, **Box 270**, **in York**, **PA 16839**  
Street, Apt. No.,  
or PO Box No.  
City, State, Zip

PS Form 3800, June 2002  
See Reverse for Instructions

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

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Postmark  
PA 19451 OCT 1 2002

Send To: **John Willis**, **1 Bloom St**, **Box 270**, **in York**, **PA 16839**  
Street, Apt. No.,  
or PO Box No.  
City, State, Zip

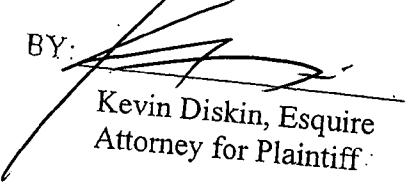
PS Form 3800, June 2002  
See Reverse for Instructions

VERIFICATION

Kevin Diskin, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN

BY:

  
Kevin Diskin, Esquire  
Attorney for Plaintiff

Dated: 11/14/05

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

FILED Atty P.d.  
M 12 03 2006 60.00  
APR 20 2006 Notice to  
Def.s.

William A. Shaw Statement  
Prothonotary/Clerk of Courts to Atty  
(OK)

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
PLAINTIFF

vs.  
Willard R. Bloom and Phyllis J. Bloom  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:05-1791-cd

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

Enter Judgment IN REM in the amount of \$64,272.77 in favor of the Plaintiff and against  
the defendant(s), jointly and severally, for failure to file an answer to Plaintiff's Complaint in  
Mortgage Foreclosure within 20 days from service thereof and assess Plaintiff's damages as  
follows and calculated as stated in the Complaint:

Principal of mortgage debt due and unpaid	\$51,445.60
Interest at 9.63% from April 24, 2004 to April 14, 2006	
(720 days @ \$13.57 per diem)	\$9,770.40
Late charges (for certain months prior to default and every month after at a rate of \$24.56 per month)	\$564.88
Escrow Advance (As stated in Complaint)	\$741.89
Title Search Report Fees	\$250.00
Attorneys Fees (As stated in Complaint)	\$1,500.00
<b>TOTAL AMOUNT DUE</b>	<b>\$64,272.77</b>

BY:

  
Megan D.H. Smith, Esquire  
Attorney for Plaintiff

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant(s)  
and damages are assessed as above in the sum of \$64,272.77.

  
Pro. Prothy.

05-24875

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Willard R. Bloom and Phyllis J. Bloom  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

05-1791-cd

STATE OF: Pennsylvania

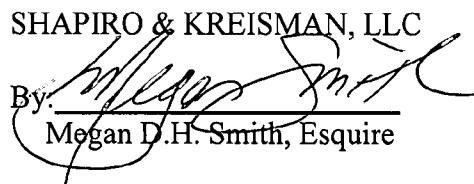
COUNTY OF: Montgomery

**AFFIDAVIT OF NON-MILITARY SERVICE**

THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon information contained in the records of the Plaintiff or servicing agent of the Plaintiff and that the above captioned Defendants last known address is as set forth in the caption and they are not to the best of our knowledge, information or belief, in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended.

SHAPIRO & KREISMAN, LLC

By:

  
Megan D.H. Smith, Esquire

Sworn to and subscribed

before me this 19th day

of April, 2006.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

RICHARD D. MAYALL, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires October 8, 2008

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
PLAINTIFF

VS.

Willard R. Bloom  
and  
Phyllis J. Bloom  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
NO: 05-1791-cd

**NOTICE OF INTENTION TO TAKE DEFAULT**  
**UNDER Pa.R.C.P. 237.1**  
**IMPORTANT NOTICE**

TO: Willard R. Bloom

DATE OF NOTICE: March 29, 2006

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Clearfield County Lawyer Referral Service  
Telephone: 814-765-2641 x-5982  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED  
THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO  
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

## NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de la fecha de esta notificacion, el tribuna podra, sin necesidad de compararecer usted in corte o escuchar preuba alguna, dictar sentencia en su contra. Usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado immediatamente. Si usted no tiene abogado o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal:

Clearfield County Lawyer Referral Service  
Telephone: 814-765-2641 x-5982  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Willard R. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Phyllis J. Bloom  
45 Hollys Lane  
Olanta, PA 16863



Megan D.H. Smith, Esquire  
Shapiro & Kreisman, LLC  
Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
PLAINTIFF

VS.

Willard R. Bloom  
and  
Phyllis J. Bloom  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-1791-cd

**NOTICE OF INTENTION TO TAKE DEFAULT**  
**UNDER Pa.R.C.P. 237.1**  
**IMPORTANT NOTICE**

TO: Phyllis J. Bloom

DATE OF NOTICE: March 29, 2006

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Clearfield County Lawyer Referral Service  
Telephone: 814-765-2641 x-5982  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED  
THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO  
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

## NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de la fecha de esta notificacion, el tribuna podra, sin necesidad de compararecer usted in corte o escuchar preuba alguna, dictar sentencia en su contra. Usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado immediatamente. Si usted no tiene abogado o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal:

Clearfield County Lawyer Referral Service  
Telephone: 814-765-2641 x-5982  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Willard R. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Phyllis J. Bloom  
45 Hollys Lane  
Olanta, PA 16863



Megan D.H. Smith, Esquire  
Shapiro & Kreisman, LLC  
Attorney for Plaintiff

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates

PLAINTIFF

VS.

Willard R. Bloom

and

Phyllis J. Bloom

DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

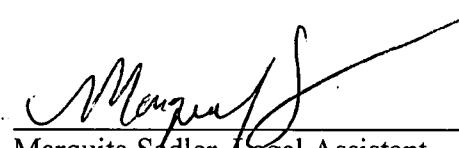
NO: 05-1791-cd

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praeclipe for the Entry of Default Judgment was mailed to the defendant (s) and to his, her, their attorney of record, if any, after the default occurred and at least (10) days prior to the date of the filing of the Praeclipe. Said Notice was sent on the date set forth in the copy of said Notice attached hereto, March 29, 2006 to the following Defendants:

Willard R. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Phyllis J. Bloom  
45 Hollys Lane  
Olanta, PA 16863

  
\_\_\_\_\_  
Marquita Sadler, Legal Assistant  
to Megan D.H. Smith, Esquire for  
Shapiro & Kreisman, LLC

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
PLAINTIFF

vs.

Willard R. Bloom and Phyllis J. Bloom  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:05-1791-cd

**CERTIFICATE OF SERVICE**

I, Megan D.H. Smith, Esquire, Attorney for the Plaintiff, hereby certify that I have served  
by first class mail, postage prepaid, true and correct copies of the attached papers upon the  
following person(s) or their attorney of record:

Willard R. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Phyllis J. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Date mailed:

4/19/06

SHAPIRO & KREISMAN, LLC

BY:

  
\_\_\_\_\_  
Megan D.H. Smith, Esquire  
Attorney for Plaintiff

05-24875

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
PLAINTIFF

vs.  
Willard R. Bloom and Phyllis J. Bloom  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:05-1791-cd

**CERTIFICATION OF ADDRESS**

I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

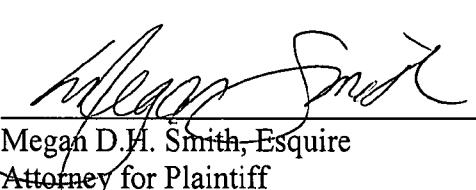
and that the last known address(es) of the judgment debtor (Defendant(s)) is:

Willard R. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Phyllis J. Bloom  
45 Hollys Lane  
Olanta, PA 16863

SHAPIRO & KREISMAN, LLC

BY:

  
\_\_\_\_\_  
Megan D.H. Smith, Esquire  
Attorney for Plaintiff

05-24875

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Clerk  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

CC BY

Prothonotary

TO: Phyllis J. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
PLAINTIFF  
vs.  
Willard R. Bloom and Phyllis J. Bloom  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:05-1791-cd

**NOTICE**

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

*Willard R. Bloom* 4120106  
Prothonotary

Judgment by Default

Judgment for Possession

Judgment on Award of Arbitration

Judgment on Verdict

Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:  
ATTORNEY MEGAN D.H. SMITH, ESQUIRE AT (610) 278-6800.

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Clerk  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

COPY

Prothonotary

TO: Willard R. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
PLAINTIFF  
vs.  
Willard R. Bloom and Phyllis J. Bloom  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:05-1791-cd

**NOTICE**

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

*Willard R. Bloom* 4/20/04  
Prothonotary

Judgment by Default

Judgment for Possession

Judgment on Award of Arbitration

Judgment on Verdict

Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:  
ATTORNEY MEGAN D.H. SMITH, ESQUIRE AT (610) 278-6800.

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

Wachovia Bank, N.A.  
Plaintiff(s)

No.: 2005-01791-CD

Real Debt: \$64,272.77

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Willard R. Bloom  
Phyllis J. Bloom  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 20, 2006

Expires: April 20, 2011

Certified from the record this 20th day of April, 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

Wachovia Bank, N.A., as Trustee for the  
registered holders of GSRPM 2004-1,  
Mortgage Pass-Through Certificates  
Plaintiff

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY

VS.

No. 05-1791-cd

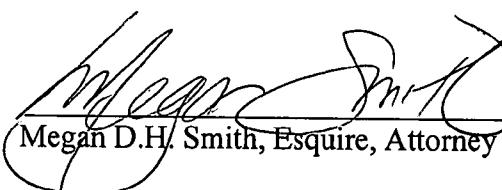
Willard R. Bloom and Phyllis J. Bloom  
Defendant

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due	\$64,272.77
Interest from April 15, 2006 to	
(Costs to be added)	\$ _____ <b>Prothonotary costs</b> 132.00

  
Megan D.H. Smith, Esquire, Attorney for Plaintiff

**FILED** ICC&Lewonts  
m 11:07 AM w/ prop. descr.  
APR 25 2006 to Shff

William A. Shaw Atty pd. 20.00  
Prothonotary/Clerk of Courts (GW)

APR 25 2006

**FILED**

No: 05-1791-cd

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY

Wachovia Bank, N.A., as Trustee for the registered  
holders of GSRPM 2004-1, Mortgage Pass-Through  
Certificates, Plaintiff

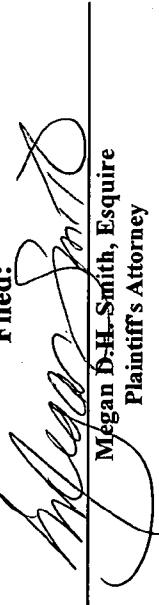
VS

Willard R. Bloom, Defendant  
45 Hollys Lane  
Olanta, PA 16863

Phyllis J. Bloom, Defendant  
45 Hollys Lane  
Olanta, PA 16863

**PRAECLPICE FOR WRIT OF  
EXECUTION  
{Mortgage Foreclosure}**

Filed:

  
\_\_\_\_\_  
Megan D.H. Smith, Esquire  
Plaintiff's Attorney

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates

PLAINTIFF

vs.

Willard R. Bloom and Phyllis J. Bloom  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-1791-cd

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates, 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 Box 27 Clinton Street, Grassflat, PA 16839.

1. Name and address of Owner(s) or Reputed Owner(s)

Willard R. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Phyllis J. Bloom  
45 Hollys Lane  
Olanta, PA 16863

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

Willard R. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Phyllis J. Bloom  
45 Hollys Lane  
Olanta, PA 16863

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

Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

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

Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

Beneficial Consumer Discount Company  
1995 S. Atherton Street  
State College, PA 16801

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

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:

Clearfield County Domestic Relations  
230 East Market Street  
Clearfield, PA 16830

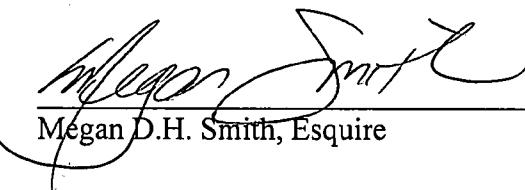
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

TENANT OR OCCUPANT  
Box 27 Clinton Street  
Grassflat, PA 16839

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. Section 4904 relating to unsworn falsification to authorities.

SHAPIRO & KREISMAN, LLC

BY:

  
Megan D.H. Smith, Esquire

05-24875

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

ISS



CC  
Y

Wachovia Bank, N.A., as Trustee for the registered  
holders of GSRPM 2004-1, Mortgage Pass-Through  
Certificates  
PLAINTIFF.

No: 05-1791-cd

VS.

WRIT OF EXECUTION:

Willard R. Bloom and Phyllis J. Bloom  
DEFENDANT(S)

MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

Box 27 Clinton Street, Grampi, PA 16839

See attached legal

NOTE: Description of property may be included in the attached to the Writ.

Amount Due	\$64,272.77
------------	-------------

Interest from April 15, 2006 to	\$
---------------------------------	----

Costs to be added	132.00
-------------------	--------

Seal of Court

PROTHONOTARY

Date: 4/25/06

Deputy Prothonotary

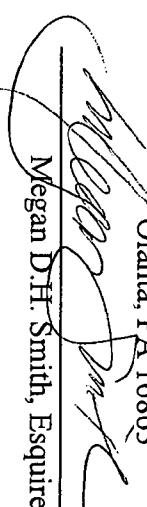
No: 05-1791-cd

Wachovia Bank, N.A., as Trustee for the registered  
holders of GSRPM 2004-1, Mortgage Pass-Through  
Certificates

vs.

Willard R. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Phyllis J. Bloom  
45 Hollys Lane  
Olanta, PA 16863

  
Megan D.H. Smith, Esquire

WRIT OF EXECUTION

(MORTGAGE FORECLOSURE)

Megan D.H. Smith, Esquire, Attorney at Law  
SHAPIRO & KREISMAN, LLC  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406

ALL THAT CERTAIN lot or land situate in the Village of West Clymer, Cooper Township, Clearfield County, Pennsylvania, being Lot #341 designated on the Clearfield Bituminous Coal Map found recorded in the Recorder's Office of Clearfield County, Pennsylvania in Miscellaneous Book 16, Page 563, and being on the North side of Grassflat Avenue.

BEING the same premises as were conveyed to Willard R. Bloom and Phyllis J. Bloom, his wife, by Deed of Virginia L. Millward and Janet L. Cole, individuals, dated April 26, 1997 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1852, Page 53.

COMMONLY known as Box 27 Clinton Street, Grassflat, PA 16839

Tax Parcel #110-78-601-17

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-24875

Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates

PLAINTIFF  
VS. Willard R. Bloom and Phyllis J. Bloom  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 05-1791-cd

**CERTIFICATION OF NOTICE TO LIENHOLDERS**  
**PURSUANT TO PA R.C.P 3129.2 (C) (2)**

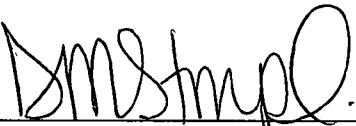
I, Devin Stemple, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on May 5, 2006, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:

  
Devin Stemple  
Legal Assistant

05-24875

FILED NO cc  
MAY 11 2006  
MAY 31 2006 (m)

William A. Shaw  
Prothonotary/Clerk of Courts

Name and Address of Sender  
**SHAPIRO & KREISMAN**  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406

Check type of mail:  
 Express       Return Receipt (RR) for Merchandise  
 Registered       Certified  
 Insured       Int'l Rec. Del.  
 COD       Del. Confirmation (DC)

If Registered Mail, check below:  
 Insured       Not Insured

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

Postmark and Date of Receipt

Remarks

Line	Article Number	Recipient Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender if COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Date of Receipt	Remarks
1	05-24875	Beneficial Consumer Dis. Co 1995 S. Ashton St														
2		State College PA 16801														
3																
4																
5		Closterfield Co. Don' Rd														
6		230 E Market St														
7		Closterfield PA 16839														
8																
9		Tennant Occupant														
10		Box 27 Clinton St														
11		Closterfield PA 16839														
12																
13																
14																
15																
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per Name of receiving employee													
<p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See <i>Domestic Mail Manual</i> R900, S913, and S921 for limitations of coverage on insured and COD mail. See <i>International Mail Manual</i> for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.</p>																

Complete by Typewriter, Ink, or Ball Point Pen

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20328  
NO: 05-1791-CD

PLAINTIFF: WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF GSRPM 2004-1,  
MORTGAGE PASS-THROUGH CERTIFICATES

VS.

DEFENDANT: WILLARD R. BLOOM AND PHYLLIS J. BLOOM

Execution REAL ESTATE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 04/25/2006

LEVY TAKEN 05/03/2006 @ 11:09 AM

POSTED 05/03/2006 @ 11:09 AM

SALE HELD 07/07/2006

SOLD TO WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF GSRPM 2004-1,  
MORTGAGE PASS-THROUGH CERTIFICATES

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 07/27/2006

DATE DEED FILED 07/27/2006

PROPERTY ADDRESS P. O. BOX 27, 11 CLINTON STREET GRASSFLAT , PA 16839

**SERVICES**

05/05/2006 @ 2:28 PM SERVED WILLARD R. BLOOM

SERVED WILLARD R. BLOOM, DEFENDANT, AT HIS RESIDENCE 45 HOLLYS LANE, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO PHYLLIS J. BLOOM WIFE/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE  
CONTENTS THEREOF.

05/05/2006 @ 2:28 PM SERVED PHYLLIS J. BLOOM

SERVED PHYLLIS J. BLOOM, DEFENDANT, AT HER 45 HOLLYS LANE, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO  
PHYLLIS J. BLOOM

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE  
CONTENTS THEREOF.

**FILED**  
01/17/2007  
JUL 27 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 20328  
NO: 05-1791-C

PLAINTIFF: WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF GSRPM 2004-1,  
MORTGAGE PASS-THROUGH CERTIFICATES

vs.

DEFENDANT: WILLARD R. BLOOM AND PHYLLIS J. BLOOM

Execution REAL ESTATE

## SHERIFF RETURN

SHERIFF HAWKINS \$230.05

**SURCHARGE \$40.00 PAID BY ATTORNEY**

Sworn to Before Me This

### So Answers,

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

*Chester A. Hawkins*  
by Amherst Butler, Asaph, and  
Chester A. Hawkins  
Sheriff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

Wachovia Bank, N.A., as Trustee for the registered  
holders of GSRPM 2004-1, Mortgage Pass-Through  
Certificates  
PLAINTIFF

No: 05-1791-cd

VS.

WRIT OF EXECUTION:

Willard R. Bloom and Phyllis J. Bloom  
DEFENDANT(S)

MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

Box 27 Clinton Street, Grassflat, PA 16839

See attached legal

NOTE: Description of property may be included in ~~legal~~ attached to the Writ.

Amount Due	\$64,272.77
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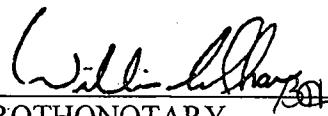
Interest from April 15, 2006 to

_____	\$	132.00
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Costs to be added

Prothonotary costs

Seal of Court

  
PROTHONOTARY

Date: 4/25/06

Deputy Prothonotary

Received April 25, 2006 @ 2:00 PM.

Chesler A. Hawkins

by Cynthia Butler Aughenbaugh

No: 05-1791-ed

Wachovia Bank, N.A., as Trustee for the registered  
holders of GSRPM 2004-1, Mortgage Pass-Through  
Certificates

vs.

Willard R. Bloom  
45 Hollys Lane  
Olanta, PA 16863

Phyllis J. Bloom  
45 Hollys Lane  
Olanta, PA 16863

  
Megan D.H. Smith, Esquire

WRIT OF EXECUTION

(MORTGAGE FORECLOSURE)

Megan D.H. Smith, Esquire, Attorney  
SHAPIRO & KREISMAN, LLC  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406

ALL THAT CERTAIN lot or land situate in the Village of West Clymer, Cooper Township, Clearfield County, Pennsylvania, being Lot #341 designated on the Clearfield Bituminous Coal Map found recorded in the Recorder's Office of Clearfield County, Pennsylvania in Miscellaneous Book 16, Page 563, and being on the North side of Grassflat Avenue.

BEING the same premises as were conveyed to Willard R. Bloom and Phyllis J. Bloom, his wife, by Deed of Virginia L. Millward and Janet L. Cole, individuals, dated April 26, 1997 and entered for record in the Recorder's Office of Clearfield County in Deeds & Records Book Volume 1852, Page 53.

COMMONLY known as Box 27 Clinton Street, Grassflat, PA 16839

Tax Parcel #110-78-601-17

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME WILLARD R. BLOOM NO. 05-1791-CD

NOW, July 27, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on July 07, 2006, I exposed the within described real estate of Willard R. Bloom And Phyllis J. Bloom to public venue or outcry at which time and place I sold the same to WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF GSRPM 2004-1, MORTGAGE PASS-THROUGH CERTIFICATES he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	9.79
MILEAGE	15.00
POSTING	19.58
CSDS	15.00
COMMISSION	10.00
POSTAGE	0.00
HANDBILLS	4.68
DISTRIBUTION	15.00
ADVERTISING	25.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$230.05</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	64,272.77
INTEREST @ %	0.00
FROM 04/15/2006 TO 07/07/2006	
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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$64,312.77</b>
<b>COSTS:</b>	
ADVERTISING	316.42
TAXES - COLLECTOR	90.59
TAXES - TAX CLAIM	402.38
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	230.05
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,488.94</b>

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

CHESTER A. HAWKINS, Sheriff