

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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 05-1791-cd

vs.

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

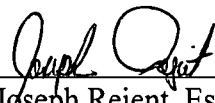
PRAECIPE FOR REINSTATEMENT

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) 11:15 AM
JAN 18 2006 *2 Compl. Reinstated to Shff*

William A. Shaw
Prothonotary/Clerk of Courts



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
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FILED
12-26
NOV 16 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 05-1791-CD

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

**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
01:43 PM
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

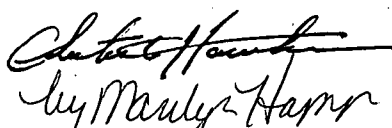
RETURN COSTS

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

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


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
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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: 05-1791-CD

Attest.

William D. Bloom
Prothonotary/
Clerk of Courts

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

NOV 16 2005

COMPLAINT - CIVIL ACTION
MORTGAGE FORECLOSURE
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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 SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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1665 Palm Beach Lakes, Suite 105
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PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

VS.

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

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
<u>TOTAL</u>	\$62,046.62

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

Geoffrey

MORTGAGE

which has the address of BOX 27 CLINTON ST GRASSLICK
 Pennsylvania 16839 ("Property Address");
 (Zip Code)

Form 9000 01/80 (page 1 of 2)
WAB PAB

Exhibit
"A"

LEGAL DESCRIPTION - EXHIBIT 'A'

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. 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.

WRB
PJB

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any circumstances 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; Prepayment 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) yearly taxes and assessments which may attach prior to the Note, (b) yearly hazard or property insurance premiums, (c) yearly flood insurance premiums, if any; (d) yearly mortgage insurance premiums, if any; and (e) 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 "Borrow 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 Borrow Items or otherwise in accordance with applicable law.

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to the Note, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 8, 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 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 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 attach prior to 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 accordance with paragraph 7.

All insurance policies and coverages 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 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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any sums 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 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 right to any insurance policies and proceeds resulting from damage in 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 forcible 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 default 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 incomplete 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 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 forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and asserting 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 required 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 coverage previously in effect, or, if 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 loan reserve in lieu of mortgage insurance. Loan reserve payments may no longer be required, at the option of Lender, if mortgage

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.

In the event of a total taking of the Property, the proceeds shall be applied to the same covered by this Policy.

Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not constitute

11. **Borrower Not Released:** Borrower's obligations under this loan agreement shall not be released or

of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be bound by any limitation on the amount of recovery or by any limitation on the right of Lender to enforce its rights.

provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower

connection with the loan exceeds the permitted limits, then: (a) any such loan charges collected or to be collected in connection with the loan shall be reduced to the permitted limits;

property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be at the

in the event that any provision or clause of this Security Instrument or the

WRD YJB

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 Rights to Reinstatement.** 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) 90 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. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; 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. 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 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 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.

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

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 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-occurrence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of this 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 estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation 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. Release of Lien. Borrower's time to release provided in paragraph 18 shall extend to one hour prior to the commencement of bidding of 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)]

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

By Signature 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:

George A. Butler *Willard R. Bloom* 2-15-02 (Seal)
 WILLARD R. BLOOM Borrower

Phillip J. Bloom 2-15-02 (Seal)
 PHILLIP J. BLOOM Borrower

(Space Below This Line For Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF:
 On this, the 15th day of February, 2002, before me,
 the undersigned officer, personally appeared WILLARD R. BLOOM and PHILLIP J.
 BLOOM, known to me (or satisfactorily
 proved to be the person whose name is subscribed to the within instrument and
 acknowledged to me that they executed the same for the purposes herein contained.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Notarial Seal
 Jeremy A. Carter, Notary Public
 Clearfield Boro, Clearfield County
 My Commission Expires June 17, 2003

Notary Public

THIS HEREBY certified that the address of the mortgagee in the within mortgage is R.O. BOX 710097,
 CLEARFIELD, PA 16827-0097.

By *R. Danning*
 R. Danning, Secretary

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, PA, 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: BOX 27, CLINTON, PA 16832
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 \$ 421.22 each on the 15th of each month beginning on April 15, 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 March 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 F.O. BOX 710087, COLUMBUS, OH 43271-0087 or at a different place if required by the Note Holder.

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.

William R. Bloom 2-15-00 (Seal)
WILLIAM R. BLOOM
William R. Bloom 2-15-00 (Seal)
WILLIAM R. BLOOM

Date: 10/7/05

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

Exhibit

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

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

Name and Address of Sender

SHAPIRO & KREISMAN
2520 RENAISSANCE BLVD., SUITE 450
KING OF PRUSSIA, PA 19406

Check type of mail or service:

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

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value If Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	05-24875 WILLARD R. Bloom Box 27 Clinton Street Grassflat, PA 10839											
2.	Phyllis J. Bloom Box 7 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)
8	4	S.C.

See Privacy Act Statement on Reverse

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 6.00
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 29.00

Sent Willard L. Bloom
 Street, Apt. No. Box 27 Clinton Street
 or PO Box No. Grasslats PA 16839
 City, State, ZIP+4[®]

PS Form 3800, June 2002 See Reverse for Instructions

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 6.00
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 29.00

Sent Willard L. Bloom
 Street, Apt. No. Box 27 Clinton Street
 or PO Box No. Grasslats PA 16839
 City, State, ZIP+4[®]

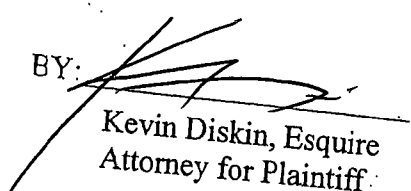
PS Form 3800, June 2002 See Reverse for Instructions

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.

NOV 16 2005

Attest.

W. B. B.
Prothonotary/
Clerk of Courts

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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 05-1791-C2

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

**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 SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

VS.

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

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
<u>TOTAL</u>	\$62,046.62

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

LAREN L. BRACK
 REGISTER AND RECORDER
 CLEARFIELD COUNTY
 PENNSYLVANIA
 2000092284
 DEPOSIT \$25.00
 RETURN IN
 Feb 22, 2000
 1:05:56 PM
 RECEIVING FEE - \$2.00
 COUNTY JUDGMENT \$1.00
 FEE \$1.00
 DEPOSIT \$25.00
 STATE NOT TAX \$0.00
 TOTAL \$29.00
 Contact

[Space Above Title Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 15, 2000. The mortgagor
 is WILLIAM R. BROWN and KATHLEEN J. BROWN, HIS WIFE.
 ("Borrower"). This Security Instrument is given to BANK ONE, PA,
 which is organized and existing under the laws of Pennsylvania, and whose address is
P.O. BOX 710037, COLUMBUS, OH 43271-0037.
 ("Lender"). Borrower owes Lender the principal sum of FIFTY AND NO/100ths Dollars (U.S. \$ 50.00). 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 CLEARFIELD County, Pennsylvania:
 See exhibit 'A' attached hereto and made a part hereof.

which has the address of BOX 37, CLINTON ST GRASSLEAT
 (City) PA
 Pennsylvania 16839 ("Property Address");
 (Zip Code)

PENNSYLVANIA—Single Party—Female Male/Female Male UNIFORM INSTRUMENT
 Barbara Systems, Inc., 25, Chest. St. H 11 000-557-2241 Fax 000-1-48 011/02
 Form 9000 0/80 (page 1 of 1)
 WAB WAB

Exhibit
 "A"

LEGAL DESCRIPTION - EXHIBIT 'A'

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 Grassfield 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. 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.

WRB
PSB

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend adversely 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; Prepayment and Late Charges.** 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 attach prior to 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 estimated 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 real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purposes 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 each 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 11, 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.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to 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 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 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 attach prior to 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 in accordance with paragraph 7.

All insurance policies and coverages 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 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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. 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 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 remaining 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 completion, 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 cause such a default and nuisance, 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 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 forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and asserting 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 required 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 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 (to the extent and for the period that Lender requires) provided by an insurer approved by Lender agent becomes available and is obtained. Borrower shall pay the premiums required to maintain coverage 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.

R. 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.

24. 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 the 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 same 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 condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to reconstruction 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 security payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released From Lien. 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 release or extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound, 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 that Borrower's interest in this 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 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 timely interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan 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 may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge 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 which 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 Redeem.** 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 redemption) 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 due 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 secure 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 redemption by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to redeem 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 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 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 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 Substances 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.

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

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 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 redeem 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 evidence to the extent permitted by applicable law, including, but not limited to, attorneys' fees and costs of title.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation 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 execution, levy and sale, and homestead exemption.

24. Substatement Period. Borrower's time to restate 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)]

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

By Seamus Balow, 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:

George A. Butler Willard R. Bloom 2-15-00 (Seal)
Borrower
Phillips J. Bloom 2-15-00 (Seal)
Borrower

(Space Below This Line For Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:
On this, the 15th day of FEBRUARY, 2000, before me,
the undersigned officer, personally appeared WILLARD R. BLOOM, PHILLIPS J.
BLOOM, HON. WIFE, whose name is known to me (or satisfactorily
proved to me by the person whose name is known to me subscribed to the within instrument and
in my presence and in the presence of other witnesses, executed the same for the purposes herein contained.

My Commission expires:

Notary Public
Clearfield County, Clearfield County
My Commission Expires June 17, 2003

Notary Public

THIS HEREBY certified that the address of the mortgagee in the within mortgage is R.O. BOX 710097
CLEARFIELD, PA 16802-0097

By R. Denning Gearhart

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, PA., 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: BOX 27 CLINTON ST., GRASSY PT., PA. 16839
(Specify 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 \$ \$21.22 each on the 15th of each month beginning on April 4, 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 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 710087, COLUMBIA, PA 19371-0087 or at a different place if required by the Note Holder.

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.

William R. Bloom 2-15-00 (Seal)
WILLIAM R. BLOOM
Phyllis J. Bloom 2-15-00 (Seal)
PHYLLIS J. BLOOM

Date: 10/7/05

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

Exhibit

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

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
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406

Check type of mail or service:

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

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional
copies of this bill)
Postmark and
Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value If Registered	Insured Value	Due Sender If COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	05-24875 WILLARD R. BLOOM Box 27 Clinton Street Grassflat, PA 16839											
2.	Phyllis J. Bloom Box 27 Clinton Street Grassflat, PA 16839											
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)

S.G.

See Privacy Act Statement on Reverse

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only: No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

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

Sent Willard L. Bloom
 Street, Apt. No. Box 27 Clinton Street
 or PO Box No. Grassland, PA 16839
 City, State, ZIP+4[®]

PS Form 3800, June 2002 See Reverse for Instructions

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only: No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

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

Sent Phyllis J. Bloom
 Street, Apt. No. Box 27 Clinton Street
 or PO Box No. Grassland, PA 16839
 City, State, ZIP+4[®]

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.

NOV 16 2005

Attest.

Will R. Bloom
Prothonotary/
Clerk of Courts

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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 05-1791-CD

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

**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 SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO 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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

VS.

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

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
<u>TOTAL</u>	\$62,046.62

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

Constant

MORTGAGE

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

Form 9000 9/80 (page 1 of 4)
WAB. PJB

Exhibit
"A"

LEGAL DESCRIPTION - EXHIBIT 'A'

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. 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.

WRB
PSB

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.

UNIFORM COVENANTS. Borrower and Lender complete and execute real property

1. Payment of Principal and Interest: Payment and Late Charge:

2. Pay for Taxes and Insurance. Subject to applicable law or to a written agreement with the lender, the Borrower shall pay for all taxes and insurance charges on the debt evidenced by the Note and any prepayment and late charges due under the Note.

including Lender, if Lender is such an institution) or in any Federal Home Loan Bank

borrower for the excess Funds in accordance with the requirements of applicable law. Lender shall account to the borrower at any time if not sufficient to pay the Borrower's obligations under the Loan Agreement.

acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale of the Property, prior to the

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 fifth, to any other amounts payable.

them on time directly to the person owed payment. Borrower shall ~~continue to~~ continue to pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, if any, the paid under this agreement. Borrower shall ~~continue to~~ continue to pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, if any, the paid under this agreement. Borrower shall ~~continue to~~ continue to pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, if any, the paid under this agreement.

and faith the lien by, or defend against

WRA FEB

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 amount 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 coverages 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 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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. 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 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 secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan 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 tortfeasor 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 mitigate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, purchases tortfeasor of the Borrower's interest in the Property or other insured interest 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 incomplete 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 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 secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and asserting 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 required 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 coverage previously in effect, or, if 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 conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender.

11. 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.

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

13. 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.

14. Borrower Not Released. Performance by Lender of its obligations under this Security Instrument shall not constitute a modification or novation 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 enforcement of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor 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.

15. Successors and Assigns Bound; 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 in 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 to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

16. Loan Charges. 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 in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

17. 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.

18. 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 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 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 90 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 Redeem.** 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) 90 days (or such other period as applicable law may specify the redemption) 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 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 redemption by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to redeem 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. 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. 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 residential use 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 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. **Non-Uniform Covenants.** Borrower and Lender further covenant and agree as follows:

21.1. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that 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 redeem after acceleration and the right to assert in the foreclosure proceeding the non-occurrence 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 evidence to the extent permitted by applicable law, including, but not limited to, attorneys' fees and costs of this

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation 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. Substatement Period. Borrower's time to substate provided in paragraph 15 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))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> 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:

George A. Cutler *William E. Bloom* 2-15-00 (Seal)
 WILLARD E. BLOOM Borrower

Phillip J. Bloom 2-15-00 (Seal)
 PHILLIP J. BLOOM Borrower

(Space Below This Line For Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:
 On this, the 15th, day of February, 2000, before me, the undersigned officer, personally appeared WILLARD E. BLOOM and PHILLIP J. BLOOM, known to me (or satisfactorily established by me) as the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same for the purposes herein contained.



Notated and
 Certified by
 George A. Cutler, Notary Public
 Clearfield County, Pennsylvania
 My Commission Expires June 17, 2000

George A. Cutler
 Notary Public

THIS HEREBY certified that the address of the mortgagee in the within mortgage is R.O. BOX 710097,
 CLEARFIELD, PA 16827-0097.

By *[Signature]*
 E. Danning Gearhart

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, PA. (the "Lender") under the laws of the United States of America, of the same date and covering the property described in the Security Instrument and located at: BOX 27 CLINTON ST. GRASSY CREEK, PA. 16839

(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 \$ \$421.22 each on the 1st 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 MARCH 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 710097, CHICAGO, IL 60671-0097 or at a different place if required by the Note Holder.

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.

William R. Bloom 2-15-00 (Seal)
WILLIAM R. BLOOM
Annelle Bloom 2-15-00 (Seal)
ANNELLE BLOOM

Date: 10/7/05

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

Exhibit

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

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
2520 RENAISSANCE BLVD., SUITE 450
KING OF PRUSSIA, PA 19406

Check type of mail or service:

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

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional
copies of this bill)
Postmark and
Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	05-24875	Willard R. Bloom Box 27 Clinton Street Grassflat, PA 16839										
2.	Phyllis J. Bloom Box 27 Clinton Street Grassflat, PA 16839											
3.												
4.												
5.												
6.												
7.												
8.												



Delivery Confirmation
Signature Confirmation
Special Handling
Restricted Delivery
Return Receipt

Postmaster, Per (Name of receiving employee)

S.C.

Total Number of Pieces Listed by Sender: 2
Total Number of Pieces Received at Post Office: 2

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 6.00
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 290.00

Sent Willard L. Bloom
 Street, Apt. No. Box 27 Clinton Street
 or PO Box No. Grasshopper, PA 16839
 City, State, ZIP+4[®]

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 6.00
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 290.00

Sent Phyllis J. Bloom
 Street, Apt. No. Box 27 Clinton Street
 or PO Box No. Grasshopper, PA 16839
 City, State, ZIP+4[®]

PS Form 3800, June 2002

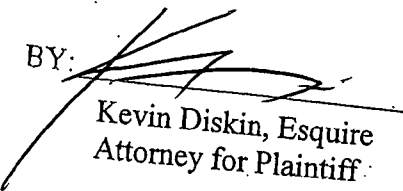
See Reverse for Instructions

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

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
01:05:61
MAR 22 2006 (5)

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

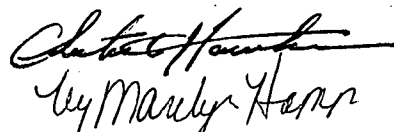
RETURN COSTS

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

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



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

FILED *Atty pd.*
m/12:2005
NOV 16 2005 *3 CC SHF*
William A. Shaw
Prothonotary/Clerk of Courts

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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: *05-1791-CD*

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

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

William A. Shaw
Deputy Prothonotary

**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 SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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: 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
<u>TOTAL</u>	\$62,046.62

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

Exhibit
"A"

LEGAL DESCRIPTION - EXHIBIT 'A'

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 Grussell 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 63.

WRB
PJB

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.

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

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges.

to Lender on the day monthly payments are due under the Note, and the Borrower shall not

yearly taxes and assessments which may arise priority over this Security Instrument as a lien on the Property for: (a)

(including Lender, if Lender is such an institution) or to any Federal Reserve Bank

at any time is not sufficient to pay the Borrower's obligations under the Loan Agreement, Lender shall account to the Borrower for the amount of the 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 Borrower's obligations under the Loan Agreement, Lender shall account to the Borrower for the amount of the Funds in accordance with the requirements of applicable law.

any Funds held by Lender. If, under paragraph 21, Lender shall promptly refund to Rosemont

Paragraphs 1 and 2 shall be applied: first, to any remuneration payable to or received by Leader under

any property which may attain priority over this Security Instrument, and household payments or payments attributable to the borrower shall pay these obligations to the

... in writing to the payment of the obligation secured by this lien in priority over the lien of any other security instrument unless Borrower: (a)

001 **Burton, Joe.** *The Great American Novel.* New York: Random House, 1968. 272 pp. \$1.95.

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 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 lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. 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 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 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; 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 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 default and reinstate, 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 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 forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. 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, those 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 required 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 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 condonee offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to reason for 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 Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to 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 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 Bound; 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 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 to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan 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 may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge 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 which 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 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 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 Redeem.** 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 and the Note as if no acceleration had occurred; (c) cure of any default of any other covenants or agreements; (d) payment of all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (e) take 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. 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 residential use 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 cures, 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. **Non-Uniform Covenants.** Borrower and Lender further covenant and agree as follows:

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 shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this 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 estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation 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 execution, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate 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))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> 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.

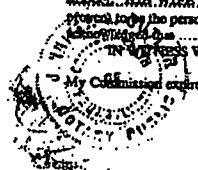
Witnesses:

George A. Cutler *Willard R. Bloom* 2-15-00 (Seal)
 WILLARD R. BLOOM - Borrower

Phillip J. Bloom 2-15-00 (Seal)
 PHILLIP J. BLOOM - Borrower

(Space Below This Line For Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA, CLARKE COUNTY, County is:
 On this, the 15th day of February, 2000, before me,
 the undersigned officer, personally appeared WILLARD R. BLOOM and PHILLIP J. BLOOM, known to me (or satisfactorily known to me by the person whose name is subscribed to the within instrument and acknowledged to me) as the person(s) who executed the same for the purposes herein contained.



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

My Commission expires:

George A. Cutler
 Notary Public
 Clarke County, Pennsylvania
 My Commission Expires June 17, 2003

THIS HEREBY certified that the address of the mortgagee in the within mortgage is R.O. BOX 710097, CLARKES, OH 43271-0097.

By *R. Danning Gearhart*
 R. Danning Gearhart

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, N.A., 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: 27 CANTON ST., CINCINNATI, OH 45222.
(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:

ES I will make 240 payments of \$ 431.22 each on the 15th of each month beginning on April 4, 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 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 710027, Columbus, OH 43271-0027 or at a different place if required by the Note Holder.

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
Angela J. Bloom 2-15-00 (Seal)
ANGELA J. BLOOM

Date: 10/7/05

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

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

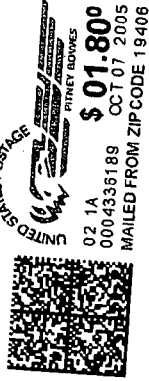
SHAPIRO & KREISMAN
2520 RENAISSANCE BLVD., SUITE 150
KING OF PRUSSIA, PA 19406

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Registered
☐ Delivery Confirmation
☐ Return Receipt for Merchandise
☐ Express Mail
☐ Signature Confirmation
☐ Insured

Affix Stamp Here
(If issued as a
certificate of mailing,
or for additional
copies of this bill)
Postmark and
Date of Receipt

Article Number	Address (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 Willard R. Bloom Box 27 Clinton Street Grassflat, PA 16839											
2.	Phyllis J. Bloom Box 27 Clinton Street Grassflat, PA 16839											
3.												
4.												
5.												
6.												
7.												
8.												



Delivery Confirmation
Signature Confirmation
Special Handling
Restricted Delivery
Return Receipt

Postmaster, Per (Name of receiving employee)

S.U

Total Number of Places Listed by Sender

2

Total Number of Places Received at Post Office

2

See Privacy Act Statement on Reverse

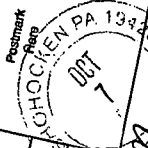
Complete by Typewriter, Ink, or Ball Point Pen

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at 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	\$ 290.15

Sent to William L. Bloom
Street, Apt. No. Box 27 Clinton Street
or PO Box No. Grassland PA 16839
City, State, ZIP+4[®]



PS Form 3800, June 2002
See Reverse for Instructions

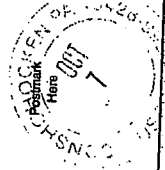
7005 0390 0001 7862 4989

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at 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	\$ 290

Sent to William L. Bloom
Street, Apt. No. Box 27 Clinton Street
or PO Box No. Grassland PA 16839
City, State, ZIP+4[®]



PS Form 3800, June 2002
See Reverse for Instructions

7005 0390 0001 7862 4989

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 Any p.d.
m 12:03/611 080.00
APR 20 2006 Notice to
Depts.
William A. Shaw Statedent
Prothonotary/Clerk of Courts to Atty
(SK)

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

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

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

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
TOTAL AMOUNT DUE	\$64,272.77

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.

 4/20/06
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
Megan D.H. Smith, Esquire

Sworn to and subscribed

before me this 19th day

of April, 2006.

Richard D. Mayall
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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 05-1791-cd

VS.

Willard R. Bloom
and
Phyllis J. Bloom
DEFENDANTS

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 prueba alguna, dictar sentencia en su contra. Usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. 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 assitencia 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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 05-1791-cd

VS.

Willard R. Bloom
and
Phyllis J. Bloom
DEFENDANTS

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

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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 inmediatamente. 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 assitencia legal:

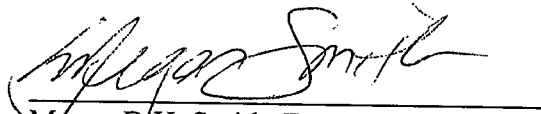
Clearfield County Lawyer Referral Service
Telephone: 814-765-2641 x-5982
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

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

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 05-1791-cd

VS.


Willard R. Bloom
and
Phyllis J. Bloom
DEFENDANTS

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praecipe 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 Praecipe. 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:

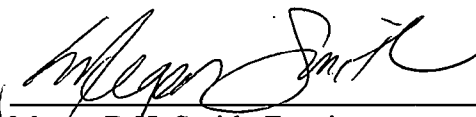
Willard R. Bloom
45 Hollys Lane
Olanta, PA 16863

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

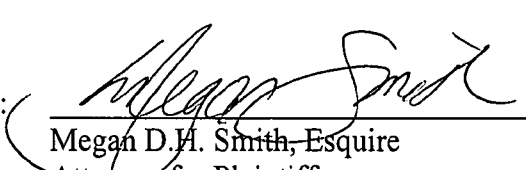
and that the last known address(es) of the judgment debtor (Defendant(s)) is:

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

 COPY

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.

Prothonotary

 4/20/06

- ☒ 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

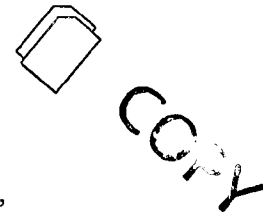
NOTICE

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.

Prothonotary *Willard R. Bloom* 4/20/06

- ☒ 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

vs.

Willard R. Bloom and Phyllis J. Bloom
Defendant

IN THE COURT OF COMMON PLEAS

OF

CLEARFIELD COUNTY

No. 05-1791-cd

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due
Interest from April 15, 2006 to

\$64,272.77

(Costs to be added)

Prothonotary costs

\$ 132.00


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

FILED KC9Lewonts
m 11:07 AM w/prop. descr.
APR 25 2006 to Shff
William A. Shaw Any pd. 20.00
Prothonotary/Clerk of Courts (CW)

William A. Shaw
Prothonotary/Clerk of Courts

APR 25 2006

FILED

No: 05-1791-cd

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY

Prothonotary

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

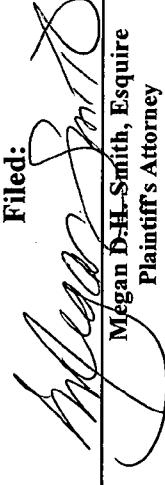
VS

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

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

PRAECIPE 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

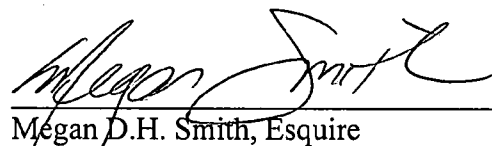
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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

copy

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

Interest from April 15, 2006 to

Costs to be added

Prothonotary costs

\$ 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
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)

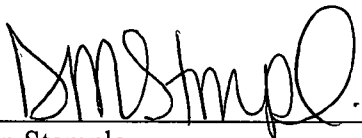
I, Devin Stemple, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, Wachovia Bank, N.A., as Trustee for the registered holders of GSRPM 2004-1, Mortgage Pass-Through Certificates, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, 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 31 2006 

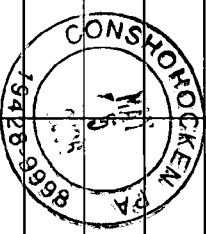
William A. Shaw
Prothonotary/Clerk of Courts

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

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

If Registered Mail, Affix stamp here if issued as certificate of mailing, or for additional copies of this bill.
Postmark and Date of Receipt

Line	Article Number	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	Remarks
1		Beneficial Consumer Dis. Co													
2		1995 S. Atterton St													
3		State College PA 16801													
4															
5		Chesterfield Co. Penna. Rel													
6		230 E. Market St													
7		Chesterfield PA 16830													
8															
9		Tenant Occupant													
10		Box 27 Clinton St.													
11		Chesterfield PA 16839													
12															
13															
14															
15															
Total Number of Pieces Listed by Sender		3	Total Number of Pieces Received at Post Office		3	Postmaster, Per (Name of receiving employee)									



UNITED STATES POSTAGE
 02 1A
 0004336189 MAY 05 2006
 \$00.950
 MAILED FROM ZIP CODE 19406

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 Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

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
01119391
JUL 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

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Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$230.05

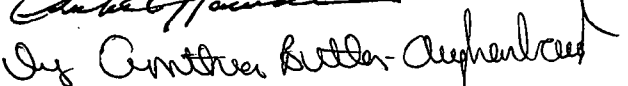
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,




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:

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Prothonotary costs \$ 132.00

Costs to be added

Seal of Court


PROTHONOTARY

Date: 4/25/06

Deputy Prothonotary

Received April 25, 2006 @ 2:00 P.M.
Charles A. Hawkins
By Cynthia Butler Aughenbaugh

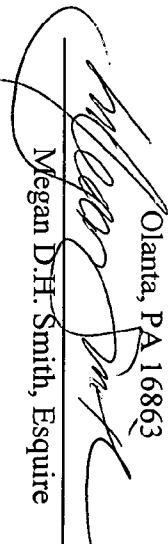
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Certificates

vs.

Willard R. Bloom
45 Hollys Lane
Olanda, PA 16863

Phyllis J. Bloom
45 Hollys Lane
Olanda, PA 16863



Megan D.H. Smith, Esquire

WRIT OF EXECUTION

(MORTGAGE FORECLOSURE)

Megan D.H. Smith, Esquire, Attorney
SHAPIRO & KREISMAN, LLC
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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	15.00
SERVICE	15.00
MILEAGE	9.79
LEVY	15.00
MILEAGE	19.58
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$230.05

DEED COSTS:

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

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	
TOTAL DEBT AND INTEREST	\$64,312.77

COSTS:

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	
TOTAL COSTS	\$1,488.94

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