

05-1844-CD  
JP Morgan Chase vs Phillips A. Wright al

05-1844-CD  
Mortg. Elec. Reg. System vs P.

**FILED** pd \$85.00 AM

7/11/06 cm 3CC ATTy +  
NOV 28 2005 3CC Shft



**William A. Shaw**  
Prothonotary

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

05-1844-CD

Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
717.234.4178  
mtg@pkh.com

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. C/O Homecomings Financial  
Network, Inc.  
9350 Waxie Way  
San Diego CA 92123

Plaintiff

vs.

PHYLLIS A. WRIGHT and  
EDWIN J. WRIGHT

Defendants

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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 the 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 claim 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.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES  
ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA  
Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL  
PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU  
PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE  
USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED  
PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE  
ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. C/O Homecomings Financial  
Network, Inc.  
9350 Waxie Way  
San Diego CA 92123

Plaintiff  
vs.

PHYLLIS A. WRIGHT and  
EDWIN J. WRIGHT,  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
ACTION OF MORTGAGE FORECLOSURE

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT  
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing within the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178  
Attorney I.D.# 15700  
Attorney for Plaintiff

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC., C/O Homecomings Financial Network, Inc.  
9350 Waxie Way  
San Diego CA 92123

Plaintiff

vs.

PHYLLIS A. WRIGHT and  
EDWIN J. WRIGHT,

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. herein after referred to as MERS, is the owner of legal title to the Mortgage subject to this action and nominee for Homecomings Financial Network., which is the owner of the entire beneficial interest in the Mortgage, with an address of 9350 Waxie Way San Diego, CA. 92123.
2. Defendants, PHYLLIS A. WRIGHT and EDWIN J. WRIGHT, are adult individuals whose last known address is 1004 DAISY STREET CLEAFIELD, PA 16830.
3. On or about, April 16, 2002, the said Defendants executed and delivered a Mortgage Note in the sum of \$37,300.00 payable to AEGIS MORTGAGE CORPORATION D/B/A UC LENDING, which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to original Mortgagee, a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth conveying to original Mortgagee the subject premises. Said Mortgage is incorporated herein by reference.
5. The land subject to the Mortgage is: 1004 DAISY STREET CLEARFIELD, PENNSYLVANIA 16830 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.

7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on August 01, 2005 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$36,581.28
Interest at \$12.10 per day From 07/01/2005 To 12/01/2005 ( based on contract rate of 12.0830%)	\$1851.30
Accumulated Late Charges Late Charges \$19.18 From 08/01/2005 to 12/01/2005	\$0.00 \$95.90
Escrow Balance ( <i>Deficit</i> )	\$172.50
Attorney's Fee at 5% of Principal Balance	\$1,829.06
<b>TOTAL</b>	<b>\$40,530.04</b>

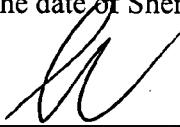
\*\*Together with interest at the per diem rate noted above after December 01, 2005 and other charges and costs to date of Sheriff's Sale.

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

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

11. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 12.0830% (\$12.10 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire  
Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front Street  
Harrisburg, PA 17102  
(717-234-4178)



HF NOTE

Loan No: 027105304217  
Borrower: EDWIN J. WRIGHT

Data ID: 716

**ADJUSTABLE RATE NOTE** MIN: 100055102713042170  
(LIBOR Six-Month Index (As Published In The Wall Street Journal)—Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE  
AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE  
CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

April 16, 2002

CLEARFIELD

PENNSYLVANIA

[City]

[State]

1004 DAISY STREET

CLEARFIELD, PENNSYLVANIA 16830

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 37,300.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is AEGIS MORTGAGE CORPORATION d/b/a UC LENDING. I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 10.083 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on June 1, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1, 2032, 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 monthly payments at 5208 WEST RENO, SUITE 255, OKLAHOMA CITY, OK 73127, or at a different place if required by the Note Holder.

MULTISTATE ADJUSTABLE RATE NOTE-LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)-  
Single Family-Fannie Mae UNIFORM INSTRUMENT  
Modified by Middleberg, Riddle & Clunis

Form 3520 1/01 (Page 1 of 5 Pages)



0271053042172180

INITIALS: EJW EAW

EXHIBIT "A"

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$ 329.62. This amount may change.

**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The interest rate I will pay may change on the first day of May, 2004, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding EIGHT and 873/1000 percentage points ( 8.873 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 13.0830 % or less than 10.0830 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE percentage point (1.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 16.0830 %, or less than 10.0830 %.

**(E) Effective Date of Changes**

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

**(F) Notice of Changes**

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

INITIALS: EJW P.AW

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

In any 12-month period, I may prepay an amount not exceeding 20 percent of the original loan amount without incurring a prepayment charge. I shall pay a prepayment charge, as permitted by law, if within 2 years of the execution of this Note I prepay an amount in excess of 20 percent of the original loan amount in any 12-month period. The prepayment charge shall be in an amount equal to 6 months' advance interest on the amount prepaid in excess of 20 percent of the original loan amount of this Note.

If this Note is not in default, the Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

By accepting partial payment of any payment, Note Holder does not waive the right to collect the remainder of such payment. Acceptance of any payment after maturity, or waiver of any breach or default of the terms of this Note shall not constitute a waiver of any later or other breach or default, and failure of Note Holder to exercise any of its rights shall not constitute waiver of such rights.

**6. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Acceleration**

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of Principal that has not been paid and all interest that I owe on that amount.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 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.

INITIALS: EAW P.A.W

Loan No: 027105304217

Data ID: 716

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Edwin J. Wright* .....(Seal)  
EDWIN J. WRIGHT —Borrower

*Phyllis A. Wright* .....(Seal)  
PHYLLIS A. WRIGHT —Borrower

*[Sign Original Only]*

PAY TO THE ORDER OF

WITHOUT RE COURSE  
AEGIS MORTGAGE CORPORATION  
DBA UC LENDING

*Debbie Dove*  
DEBBIE DOVE  
CLERK  
INSTANT SECRETARY

MULTISTATE ADJUSTABLE RATE NOTE-LIBOR SIX MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)-  
Single Family-Fannie Mae UNIFORM INSTRUMENT  
Modified by Middleberg, Riddle & Gianna

Form 3520 1/01 (Page 5 of 5 Pages)

Loan No: 027105304217  
Borrower: EDWIN J. WRIGHT

**LEGAL DESCRIPTION**

SITUATE IN THE BOROUGH OF CLEARFIELD, COUNTY OF CLEARFIELD  
AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS  
FOLLOWS:

BEGINNING AT A POINT ON THE NORTH SIDE OF DAISY STREET,  
WHICH POINT IS S 62° 15' EAST, 47.38 FEET FROM THE  
NORTHEAST CORNER OF DAISY AND TENTH STREETS; THENCE BY LOT  
NOW OR FORMERLY OF LEONA GUY AND AT A RIGHT ANGLE TO DAISY  
STREET, N 27° 45' EAST 81 FEET TO A STAKE; THENCE BY LOTS  
NOW OR FORMERLY OF C. GILORMO AND D. GAMBINO AND PARALLEL  
WITH DAISY STREET, S 62° 15' EAST 37 FEET TO A STAKE;  
THENCE BY LAND NOW OR FORMERLY OF HARBISON-WALKER  
REFRACTORIES COMPANY AND AT A RIGHT ANGLE TO DAISY STREET,  
S 27° 45' WEST, 81 FEET TO A POINT AT NORTH SIDE OF DAISY  
STREET; THENCE ALONG THE NORTH SIDE OF DAISY STREET, N 62°  
15' WEST 38 FEET TO THE PLACE OF BEGINNING, AND BEING A  
PART OF LOTS NO. 43 IN THE THOMAS BARRETT PLAN OF  
CLEARFIELD LOTS.

EXCEPTING AND RESERVING FROM THE FOREGOING LOT THAT CERTAIN  
PIECE OR PARCEL OF LAND CONVEYED TO LEONA GUY BY DEED DATED  
NOVEMBER 30, 1979 AND CONTAINING A PARCEL OF LAND MEASURING  
THREE (3) FEET BY EIGHTY ONE (81) FEET.

ADDRESS: 1004 DAISY ST., CLEARFIELD, PA 16830.

(Page 1 of 1 Pages)



0271053042170133

EXHIBIT "B"

# Homecomings Financial

A GMAC Company

October 11, 2005

Certified Mail, Return Receipt Requested

0433985702  
Edwin J Wright  
1004 Daisy Street  
Clearfield, PA 16830

Re: Property Address: 1004 Daisy Street  
Clearfield, PA 16830

Loan Number: 0433985702

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is \$ 1,353.54. That sum includes the following:

3 payments totaling:	\$ 1,254.24
Late charges:	\$ 67.22
Other fees and/or costs	\$ 34.00
Unapplied Funds :	\$ 1.92

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,353.54 BY November 10, 2005 TO THE FOLLOWING ADDRESS:  
Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

**THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

Sincerely,

Loan Counseling Department

HLH

\*Homeownership counseling is available to you through the 'Credit Counseling Resource Center' (CCRC), an alliance of consumer credit counseling agencies. The CCRC has been retained by Homecomings Financial to provide advice to you on credit issues, including how to reduce debt and improve cash flow management capabilities. You may contact them at 1.877.806.0775 for assistance at no cost to you, or you may wish to contact a HUD-approved housing counseling agency by calling 1.800.569.4287 for further information.

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE LLAMANDA 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.

Date: October 11, 2005

TO:                   Edwin J Wright  
                        1004 Daisy Street  
                        Clearfield, PA 16830

Premises:           1004 Daisy Street  
                        Clearfield, PA 16830

Re: Loan Number: 0433985702  
FROM:                Homecomings Financial

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

### **LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
Attn: Ryan Ramos  
9350 Waxie Way Ste. 100  
San Diego, CA. 92123  
Fax: 858-514-5516

**ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.**

**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 CONSTRUED 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:

1004 Daisy Street , Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/05 to 10/01/05 totaling:	\$ 1,254.24
Late Charges:	\$ 67.22
Other fees and/or costs (including NSF charges and property inspections):	\$ 34.00
LESS: Unapplied Funds:	\$ 1.92
<b>TOTAL</b>	<b>\$ 1,353.54</b>

**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 DUE TO THE LENDER, WHICH IS \$ 1,353.54, 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:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO:  
1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

**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 right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30)

DAYS, the lender also intends to instruct its attorney to start legal action to foreclose upon your 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 attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable 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.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

TO HAVE 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.

Sincerely,

Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

# Homecomings Financial

A GMAC Company

October 11, 2005

Certified Mail, Return Receipt Requested

0433985702  
Phyllis A Wright  
1004 Daisy Street  
Clearfield, PA 16830

Re: Property Address: 1004 Daisy Street  
Clearfield, PA 16830

Loan Number: 0433985702

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is \$ 1,353.54. That sum includes the following:

3 payments totaling:	\$ 1,254.24
Late charges:	\$ 67.22
Other fees and/or costs	\$ 34.00
Unapplied Funds:	\$ 1.92

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,353.54 BY November 10, 2005 TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

**THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

Sincerely,

Loan Counseling Department

HLH

\*Homeownership counseling is available to you through the 'Credit Counseling Resource Center' (CCRC), an alliance of consumer credit counseling agencies. The CCRC has been retained by Homecomings Financial to provide advice to you on credit issues, including how to reduce debt and improve cash flow management capabilities. You may contact them at 1.877.806.0775 for assistance at no cost to you, or you may wish to contact a HUD-approved housing counseling agency by calling 1.800.569.4287 for further information.

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE LLAMANDA 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.

Date: October 11, 2005

TO: Phyllis A Wright  
1004 Daisy Street  
Clearfield, PA 16830

Premises: 1004 Daisy Street  
Clearfield, PA 16830

Re: Loan Number: 0433985702  
FROM: Homecomings Financial

## HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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**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

### **LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
Attn: Ryan Ramos  
9350 Waxie Way Ste. 100  
San Diego, CA. 92123  
Fax: 858-514-5516

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

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 CONSTRUED AS AN ATTEMPT TO COLLECT THE DEBT.**

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

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1004 Daisy Street, Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

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Late Charges:	\$ 67.22
Other fees and/or costs (including NSF charges and property inspections):	\$ 34.00
LESS: Unapplied Funds:	\$ 1.92
<b>TOTAL</b>	<b>\$ 1,353.54</b>

**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 DUE TO THE LENDER, WHICH IS \$ 1,353.54, 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:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO:  
1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

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DAYs, the lender also intends to instruct its attorney 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 attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable 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.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

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

**ASSUMPTION OF MORTGAGE** – You may be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

TO HAVE 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.

Sincerely,

Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. THROUGH HOMECOMINGS FINANCIAL NETWORK, INC. HOLDER OF THE ENTIRE BENEFICIAL INTEREST IN THE MORTGAGE. Said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: NOVEMBER 23, 2005

  
Leon P. Haller, Esquire

FILED

NOV 2 8 2005

William A. Shaw  
Prothonotary

LAW OFFICES

*Purcell, Krug & Haller*

HOWARD B. KRUG  
LEON P. HALLER  
JOHN W. PURCELL JR.  
JILL M. WINKA  
BRIAN J. TYLER  
NICHOLE M. STALEY O'GORMAN

1719 NORTH FRONT STREET  
HARRISBURG, PENNSYLVANIA 17102-2392  
TELEPHONE (717) 234-4178  
FAX (717) 234-1206

HERSHEY  
(717)533-3836  
JOSEPH NISSEY (1910-1982)  
JOHN W. PURCELL  
VALERIE A. GUNNOF  
COUNSEL

November 23, 2005

Clearfield County Prothonotary  
230 E. Market St.  
Clearfield, PA 16830

RE: HOMECOMINGS FINANCIAL NETWORK, INC. v. WRIGHT

Dear Sir/Madam:

Enclosed please find an original and 7 copies of a Complaint in the above-captioned matter, together with my check in the sum of \$85.00 for filing same. After filing, please give THREE copies of the Complaint to the Sheriff as well as the Sheriff's Service forms and the enclosed check for \$100.00.

An envelope is enclosed for your convenience in returning the receipt and number of the action to me.

Thank you for your cooperation.

Very truly yours,

Laura King  
Paralegal for Leon P. Haller

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101038  
NO: 05-1844-CD  
SERVICE # 1 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
vs.  
DEFENDANT: PHYLLIS A. WRIGHT and EDWIN J. WRIGHT

**SHERIFF RETURN**

---

NOW, December 02, 2005 AT 2:41 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PHYLLIS A. WRIGHT DEFENDANT AT 1004 DAISY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EDWIN J. WRIGHT, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

**FILED**

01/12/2006  
MAR 02 2006 LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101038  
NO: 05-1844-CD  
SERVICE # 2 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
vs.  
DEFENDANT: PHYLLIS A. WRIGHT and EDWIN J. WRIGHT

**SHERIFF RETURN**

---

NOW, December 02, 2005 AT 2:41 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWIN J. WRIGHT DEFENDANT AT 1004 DAISY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EDWIN J. WRIGHT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101038  
NO: 05-1844-CD  
SERVICE # 3 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: PHYLLIS A. WRIGHT and EDWIN J. WRIGHT

**SHERIFF RETURN**

---

NOW, December 02, 2005 AT 2:41 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT DEFENDANT AT 1004 DAISY ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EDWIN J. WRIGHT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101038  
NO: 05-1844-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

vs.

DEFENDANT: PHYLLIS A. WRIGHT and EDWIN J. WRIGHT

**SHERIFF RETURN**

---

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PURCELL	114378	30.00
SHERIFF HAWKINS	PURCELL	114378	32.00

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. C/O Homecomings Financial  
Network, Inc.,

Plaintiff

Vs.

PHYLLIS A. WRIGHT EDWIN J. WRIGHT,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
:  
: No.05-1844-CD  
:  
:  
: CIVIL ACTION - LAW -  
: IN MORTGAGE FORECLOSURE

**VOLUNTARY SUBSTITUTION OF PLAINTIFF**  
**PURSUANT TO RULE 2352 (a)**

1. JPMORGAN CHASE BANK AS TRUSTEE, will be the last assignee of record and wishes to substitute itself for Plaintiff.
2. Material facts in which the right of succession and substitution is based are as follows:
  - (a) Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Homecomings Financial Network, Inc., its successors and assigns, has assigned all of its right, title and interest to JPMORGAN CHASE BANK AS TRUSTEE and same will be sent for recording.
  - (b) JPMORGAN CHASE BANK AS TRUSTEE does voluntarily substitute itself as Plaintiff herein.

~~BY:~~

~~Leon P. Haller, Esquire~~  
~~Purcell, Krug and Haller~~  
~~1719 North Front Street~~  
~~Harrisburg, PA 17102~~  
~~ID#15700~~  
~~Attorney for Plaintiff~~

Date: August 25, 2006

**FILED** *mc*  
*112:536X*  
**AUG 28 2006** *GP*

William A. Shaw  
Prothonotary/Clerk of Courts

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

PHYLLIS A. WRIGHT  
EDWIN J. WRIGHT,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1844-CD

IN MORTGAGE FORECLOSURE

**P R A E C I P E**

**TO THE PROTHONOTARY OF THE WITHIN COUNTY:**

Please enter **JUDGMENT in rem** in favor of the Plaintiff and against Defendant(s)

**PHYLLIS A. WRIGHT and EDWIN J. WRIGHT** for failure to plead to the above action within twenty (20) days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid Principal Balance	\$36,581.28
Interest	\$1,851.30
Per diem of \$12.10	
From 07/01/2005	
To 12/01/2005	
 Late Charges	\$95.90
(\$19.18 per month to	
12/01/2005)	
Escrow Deficit	\$172.50
5% Attorney's Commission	\$1,829.06
<b>TOTAL</b>	<b>\$40,530.04</b>

\*\*Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By

Leon P. Haller PA I.D. # 15700  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

**FILED** Atty pd. 20.00  
7/12/2006 Notice to Defs.  
AUG 28 2006 Statement to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts (6)

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

PHYLLIS A. WRIGHT  
EDWIN J. WRIGHT,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1844-CD

IN MORTGAGE FORECLOSURE

**CERTIFICATE OF SERVICE**  
**PURSUANT TO PA. R.C.P. 237.1**

I hereby certify that on January 6, 2006 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By \_\_\_\_\_  
Leon P. Haller PA I.D. # 15700  
Attorney for Plaintiff  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102



MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC. C/O  
Homecomings Financial Network, Inc.  
9350 Waxie Way  
San Diego, CA 92123

Plaintiff

VS.

PHYLLIS A. WRIGHT AND  
EDWIN J. WRIGHT

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 05-1844-CD

CIVIL ACTION LAW  
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **January 6, 2006**

**TO:**

PHYLLIS A. WRIGHT  
1004 DAISY STREET  
CLEARFIELD, PA 16830

EDWIN J. WRIGHT  
1004 DAISY STREET  
CLEARFIELD, PA 16830

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO  
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED  
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

PURCELL, KRUG & HALLER  
  
By \_\_\_\_\_  
LEON P. HALLER, Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front St., Harrisburg, PA 17102  
(717) 234-4178

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

PHYLLIS A. WRIGHT  
EDWIN J. WRIGHT,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1844-CD

IN MORTGAGE FORECLOSURE

**NOTICE OF ENTRY OF JUDGMENT**

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on August 28, 2006 the following judgment has been entered against you in the above-captioned matter:

**\$40,530.04 and for the sale and foreclosure of your property located at: 1004 DAISY STREET  
CLEARFIELD, PENNSYLVANIA 16830**

Dated: August 25, 2006

*Willie Hall* 8/28/06  
PROTHONOTARY

Attorney for Plaintiff:

Leon P. Haller  
1719 North Front Street  
Harrisburg, PA 17102  
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to receive this Notice pursuant to PA R.C.P. No. 236

PHYLLIS A. WRIGHT  
1004 DAISY STREET  
CLEARFIELD, PA 16830

EDWIN J. WRIGHT  
1004 DAISY STREET  
CLEARFIELD, PA 16830

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

Mortgage Electric Registration Systems, Inc.  
Plaintiff(s)

No.: 2005-01844-CD

Real Debt: \$40,530.04

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Phyllis A. Wright  
Edwin J. Wright  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 28, 2006

Expires: August 28, 2011

Certified from the record this 28th day of August, 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

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

PHYLLIS A. WRIGHT  
EDWIN J. WRIGHT,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1844-CD

IN MORTGAGE FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183

**TO THE PROTHONOTARY:**

Issue a Writ of Execution in the above matter on the real estate located at **1004 DAISY STREET CLEARFIELD, PENNSYLVANIA 16830** as follows:

Total Amount of Judgment	\$40,530.04
Interest	\$2,577.63
Per diem of \$12.10	
To 9/1/06	
Late Charges	\$172.62
(\$19.18 per month to 9/1/06)	
Escrow Deficit	\$2,598.18

**TOTAL WRIT**

**\$45,878.47**

*i25.00*

**Prothonotary costs**

\*\*Together with any additional interests, charges and costs to the date of Sheriff's Sale.

By \_\_\_\_\_

LEON P. HALLER I.D. #15700  
ATTORNEY FOR PLAINTIFF  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

Dated: August 25, 2006

Attached is a description of the real estate.

**FILED** Aug pd. 20.00  
m/T:05/01  
AUG 28 2006 1CC #6writs  
w/prop deser.  
to Shff  
William A. Shaw  
Prothonotary/Clerk of Courts

(60)

**ALL** that certain lot or piece of ground situate in the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the north side of Daisy Street, which point is south sixty-two (62) degrees fifteen (15) minutes east, forty-seven and thirty-eight hundredths (47.38) feet from the northeast corner of Daisy and Tenth Streets; thence by lot now or formerly of Lena Guy and at a right angle to Daisy Street, north twenty-seven (27) degrees forty-five (45) minutes east eighty-one (81) feet to a stake; thence by lots now or formerly of C. Gilormo and D. Gambino and parallel with Daisy Street, south sixty-two (62) degrees fifteen (15) minutes east thirty-eight (38) feet to a stake; thence by land now or formerly of Harbison-Walker Refractories Company and at a right angle to Daisy Street, south twenty-seven (27) degrees forty-five (45) minutes west, eighty-one (81) feet to a point at north side of Daisy Street; thence along the north side of Daisy Street, north sixty-two (62) degrees fifteen (15) minutes west thirty-eight (38) feet to the place of beginning, and being a part of Lot No. 43 in the Thomas Barrett Plan of Clearfield lots.

EXCEPTING AND RESERVING from the foregoing lot that certain piece or parcel of land conveyed to Lena Guy by deed dated November 30, 1979 and containing a parcel of land measuring three (3) feet by eighty-one (81) feet.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 1004 DAISY STREET CLEARFIELD, PENNSYLVANIA 16830

BEING THE SAME PREMISES WHICH Dean William Caruso and Mark A. Caruso by deed dated 4/12/90 and recorded 4/18/90 in Clearfield County Deed Book 1336 Page 435, granted and conveyed unto Edwin J. Wright and Phyllis A. Wright, his wife.

Tax Parcel: 4-4-K8-248-32

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

PHYLLIS A. WRIGHT  
EDWIN J. WRIGHT,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 05-1844-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

**I, LEON P. HALLER**, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

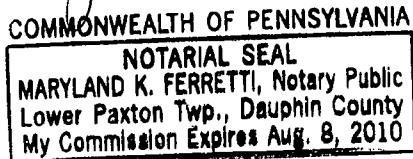
Sworn to and subscribed :

before me this 15 day :

of July 2006 :

*Maryland K. Ferretti*  
Notary Public

*LEON P. HALLER, ESQUIRE*



JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

PHYLLIS A. WRIGHT  
EDWIN J. WRIGHT,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1844-CD

IN MORTGAGE FORECLOSURE

**NON-MILITARY AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

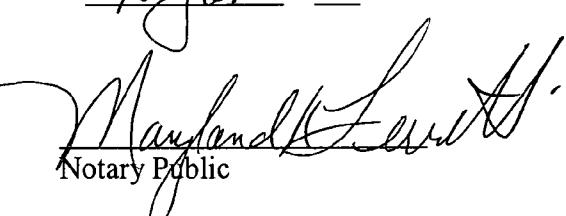
COUNTY OF DAUPHIN :

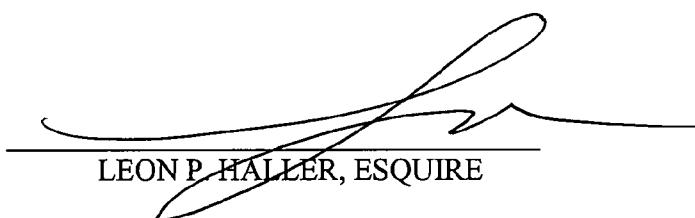
Personally appeared before me, a Notary Public in and for said Commonwealth and County,  
**LEON P. HALLER, ESQUIRE** who being duly sworn according to law deposes and states that the  
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way  
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed :

before me this 25 day :

of August 20 06 :

  
Maryland K. Ferretti  
Notary Public

  
LEON P. HALLER, ESQUIRE

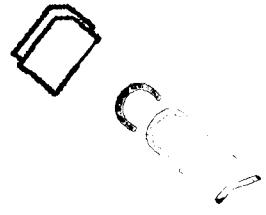
COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

MARYLAND K. FERRETTI, Notary Public  
Lower Paxton Twp., Dauphin County  
My Commission Expires Aug. 8, 2010

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

JPMorgan Chase Bank as Trustee



Vs.

NO.: 2005-01844-CD

Phyllis A. Wright and Edwin J. Wright

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due JPMORGAN CHASE BANK as Trustee, Plaintiff(s) from PHYLLIS A. WRIGHT and EDWIN J. WRIGHT, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

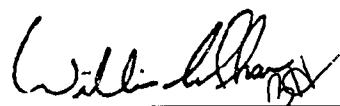
(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....	<b>\$40,530.04</b>	PROTHONOTARY'S COSTS PAID:....	<b>\$125.00</b>
INTEREST per diem of \$12.10 to 9/1/06:....	<b>\$2,577.63</b>	SHERIFF: \$	
ATTY'S COMM: \$		OTHER COSTS: \$	
ESCROW DEFICIT:.....	<b>\$2,598.18</b>	LATE CHARGES (\$19.18 per month	
DATE: 08/28/2006		to 9/1/06):.....	<b>\$172.62</b>

A handwritten signature of William A. Shaw.

William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: Leon P. Haller, Esq.  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

Sheriff

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

PHYLLIS A. WRIGHT  
EDWIN J. WRIGHT,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 05-1844-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT PURSUANT TO RULE 3129.1**

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **1004 DAISY STREET CLEARFIELD, PENNSYLVANIA 16830**:

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

PHYLLIS A. WRIGHT  
1004 DAISY STREET  
CLEARFIELD, PA 16830

EDWIN J. WRIGHT  
1004 DAISY STREET  
CLEARFIELD, PA 16830

2. Name and address of Defendant(s) in the Judgment, if different from that listed in (1) above: **SAME**

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

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

**PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):**

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

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: **UNKNOWN**

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:

DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

TENANT/OCCUPANT  
1004 DAISY STREET  
CLEARFIELD, PENNSYLVANIA 16830

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

I verify that the statements made in this Affidavit are true and correct to the best of ~~my~~ personal knowledge, 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

  
Leon P. Haller PA I.D. #15700  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

**ALL** that certain lot or piece of ground situate in the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the north side of Daisy Street, which point is south sixty-two (62) degrees fifteen (15) minutes east, forty-seven and thirty-eight hundredths (47.38) feet from the northeast corner of Daisy and Tenth Streets; thence by lot now or formerly of Lena Guy and at a right angle to Daisy Street, north twenty-seven (27) degrees forty-five (45) minutes east eighty-one (81) feet to a stake; thence by lots now or formerly of C. Gilormo and D. Gambino and parallel with Daisy Street, south sixty-two (62) degrees fifteen (15) minutes east thirty-eight (38) feet to a stake; thence by land now or formerly of Harbison-Walker Refractories Company and at a right angle to Daisy Street, south twenty-seven (27) degrees forty-five (45) minutes west, eighty-one (81) feet to a point at north side of Daisy Street; thence along the north side of Daisy Street, north sixty-two (62) degrees fifteen (15) minutes west thirty-eight (38) feet to the place of beginning, and being a part of Lot No. 43 in the Thomas Barrett Plan of Clearfield lots.

EXCEPTING AND RESERVING from the foregoing lot that certain piece or parcel of land conveyed to Lena Guy by deed dated November 30, 1979 and containing a parcel of land measuring three (3) feet by eighty-one (81) feet.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 1004 DAISY STREET  
CLEARFIELD, PENNSYLVANIA 16830

BEING THE SAME PREMISES WHICH Dean William Caruso and Mark A. Caruso by deed dated 4/12/90 and recorded 4/18/90 in Clearfield County Deed Book 1336 Page 435, granted and conveyed unto Edwin J. Wright and Phyllis A. Wright, his wife.

Tax Parcel: 4-4-K8-248-32

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20433  
NO: 05-1844-CD

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE  
VS.  
DEFENDANT: PHYLLIS A. WRIGHT AND EDWIN J. WRIGHT  
Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 08/28/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/10/2007

DATE DEED FILED **NOT SOLD**

**FILED**  
01/31/07  
JAN 10 2007  
WAS

William A. Shaw  
Frothonotary/Clerk of Courts

**DETAILS**

@ SERVED PHYLLIS A. WRIGHT

NOW, SEPTEMBER 6, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE. DOCKET ONLY!!

@ SERVED EDWIN J. WRIGHT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20433  
NO: 05-1844-CD

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE

VS.

DEFENDANT: PHYLLIS A. WRIGHT AND EDWIN J. WRIGHT

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$15.00

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
*Jay Cynthia Bitter-Aghajanian*  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

JPMorgan Chase Bank as Trustee

Vs.

NO.: 2005-01844-CD

Phyllis A. Wright and Edwin J. Wright

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due JPMORGAN CHASE BANK as Trustee, Plaintiff(s) from PHYLLIS A. WRIGHT and EDWIN J. WRIGHT, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....	<b>\$40,530.04</b>	PROTHONOTARY'S COSTS PAID:....	<b>\$125.00</b>
INTEREST per diem of \$12.10 to 9/1/06:....	<b>\$2,577.63</b>	SHERIFF: \$	
ATTY'S COMM: \$		OTHER COSTS: \$	
ESCROW DEFICIT:.....	<b>\$2,598.18</b>	LATE CHARGES (\$19.18 per month	
DATE: 08/28/2006		to 9/1/06):.....	<b>\$172.62</b>



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 28<sup>th</sup> day  
of August A.D. 2006  
At 3:00 A.M./P.M.

Requesting Party: Leon P. Haller, Esq.  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

Christopher A. Hawkins  
Sheriff of Centre Butler Aug/06

ALL: that certain lot or piece of ground situate in the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the north side of Daisy Street, which point is south sixty-two (62) degrees fifteen (15) minutes east, forty-seven and thirty-eight hundredths (47.38) feet from the northeast corner of Daisy and Tenth Streets; thence by lot now or formerly of Lena Guy and at a right angle to Daisy Street, north twenty-seven (27) degrees forty-five (45) minutes east eighty-one (81) feet to a stake; thence by lots now or formerly of C. Gilormo and D. Gambino and parallel with Daisy Street, south sixty-two (62) degrees fifteen (15) minutes east thirty-eight (38) feet to a stake; thence by land now or formerly of Harbison-Walker Refractories Company and at a right angle to Daisy Street, south twenty-seven (27) degrees forty-five (45) minutes west, eighty-one (81) feet to a point at north side of Daisy Street; thence along the north side of Daisy Street, north sixty-two (62) degrees fifteen (15) minutes west thirty-eight (38) feet to the place of beginning, and being a part of Lot No. 43 in the Thomas Barrett Plan of Clearfield lots.

EXCEPTING AND RESERVING from the foregoing lot that certain piece or parcel of land conveyed to Lena Guy by deed dated November 30, 1979 and containing a parcel of land measuring three (3) feet by eighty-one (81) feet.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 1004 DAISY STREET  
CLEARFIELD, PENNSYLVANIA 16830

BEING THE SAME PREMISES WHICH Dean William Caruso and Mark A. Caruso by deed dated 4/12/90 and recorded 4/18/90 in Clearfield County Deed Book 1336 Page 435, granted and conveyed unto Edwin J. Wright and Phyllis A. Wright, his wife.

Tax Parcel: 4-4-K8-248-32

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME PHYLLIS A. WRIGHT NO. 05-1844-CD

NOW, January 10, 2007, 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 , I exposed the within described real estate of Phyllis A. Wright And Edwin J. Wright to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	15.00	DEBT-AMOUNT DUE	40,530.04
MILEAGE		INTEREST @	0.00
LEVY		FROM TO	
MILEAGE		PROTH SATISFACTION	
POSTING		LATE CHARGES AND FEES	172.62
CSDS		COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE		ATTORNEY COMMISSION	
HANDBILLS		REFUND OF ADVANCE	
DISTRIBUTION		REFUND OF SURCHARGE	40.00
ADVERTISING		SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	2,598.18
DEED		PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	2,577.63
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY		TOTAL DEBT AND INTEREST	\$45,918.47
BID/SETTLEMENT AMOUNT			
RETURNS/DEPUTIZE			
COPIES			
<b>COSTS:</b>			
BILLING/PHONE/FAX		ADVERTISING	0.00
CONTINUED SALES		TAXES - COLLECTOR	
MISCELLANEOUS		TAXES - TAX CLAIM	
TOTAL SHERIFF COSTS	\$15.00	DUE	
		LIEN SEARCH	
		ACKNOWLEDGEMENT	
DEED COSTS:		DEED COSTS	0.00
ACKNOWLEDGEMENT		SHERIFF COSTS	15.00
REGISTER & RECORDER		LEGAL JOURNAL COSTS	0.00
TRANSFER TAX 2%	0.00	PROTHONOTARY	125.00
TOTAL DEED COSTS	\$0.00	MORTGAGE SEARCH	
		MUNICIPAL LIEN	
		TOTAL COSTS	
			\$140.00

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

PURCELL, KRUG & HALLER  
1719 N. FRONT STREET  
HARRISBURG, PA 17102  
Ph: 717-234-4178 X 126  
Fax: 717-234-1206

## fax transmittal

To: **SHERIFF'S OFFICE**

Clearfield County Sheriff  
230 E. Market St.  
Clearfield, PA 16830

Fax: 814-765-5915

Phone: 814-765-2641, Ext. 5989

Re: **SHERIFF'S SALE**

**PHYLLIS A. WRIGHT EDWIN J.  
WRIGHT**

05-1844-CD

From: Purcell, Krug & Haller

1719 N. Front Street  
Harrisburg, PA 17102  
Ph: 717-234-4178  
Fax: 717-234-1206

**BARB VILLARRIAL**

Date: September 6, 2006

Pages: 1 PAGE

**PROPERTY: 1004 DAISY STREET**

**X** Urgent     For Review     Please Comment     Please Reply     Please Recycle

**Notes: PLEASE STOP THE FORECLOSURE ACTION ON THIS PROPERTY. SALE HAS NOT YET BEEN SCHEDULED. NO MONIES RECEIVED.**

**IF THERE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE ABOVE REFERENCED SENDER IMMEDIATELY.**

TOTAL P.01

Leon P. Haller  
ID No. 15700  
Purcell, Krug & Haller  
1719 N. Front Street  
Harrisburg, PA 17102-2392  
(717) 234-4178  
[lhaller@pkh.com](mailto:lhaller@pkh.com)

JPMORGAN CHASE BANK, AS TRUSTEE Plaintiff	:	IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
vs	:	CIVIL ACTION - LAW
PHYLLIS A. WRIGHT AND EDWIN J. WRIGHT, Defendants	:	NO. 2005-1844-CD IN MORTGAGE FORECLOSURE

**PRAECIPE**

TO THE PROTHONOTARY OF THE WITHIN COUNTY:

Please mark the judgment entered in the above captioned case satisfied of record, because the mortgage has been reinstated and the default cured.

PURCELL, KRUG & HALLER  
BY \_\_\_\_\_  
Leon P. Haller  
Attorney for Plaintiff

Date: March 6, 2008

FILED  
MARCH 11 2008  
MAR 14 2008  
William A. Shaw  
Commonwealth/Clerk of Courts  
Atty Haller  
pd: 7.00  
ICC and  
Cert. of Sat.  
to Atty  
66

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2005-01844-CD

JP Morgan Chase Bank

Debt: \$45,878.47

Vs.

Atty's Comm.:

Phyllis A. Wright  
Edwin J. Wright

Interest From:

Cost: \$7.00

NOW, Friday, March 14, 2008, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 14th day of March, A.D. 2008

  
\_\_\_\_\_  
Prothonotary