

05-1877-CD  
Centex Home Equity vs Mary Jo  
Meholick et al

Centex Home et al vs Mary Meholic et al  
2005-1877-CD

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-C0

Plaintiff

VS.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:

Centex Home Equity Company, LLC f/k/a Centex  
Home Equity Corp.

Plaintiff,  
COUNSEL OF RECORD FOR THIS  
PARTY:

Scott A. Dietterick, Esquire

Pa. I.D. #55650

TO: DEFENDANT(S)

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT  
MAY BE ENTERED AGAINST YOU.

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:

350 Highland Drive  
Lewisville, TX 75067

AND THE DEFENDANT(S):

RR 2 Box 55B, Dubois, PA 15801

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS  
RD 2 Box 29, Dubois, PA 15801

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

JAMES, SMITH, DIETTERICK &  
CONNELLY LLP

P.O. Box 650  
Hershey, PA 17033

(717) 533-3280

FILED

DEC 01 2005

13:55/47  
William A. Shaw

Prothonotary/Clerk of Courts

32 CENT TO SHAW

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.:

Plaintiff

vs.

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JOSEPH E. BERNARDO,

Defendants.

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claim 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 SHOULD 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.

**NOTICE TO DEFEND**

David S. Meholick, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641 ext 5982

**LAWYER REFERRAL SERVICE**

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
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CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.:

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**AVISO**

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro do los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencia escrita y redicanco en la Courte por escrito sus defensas de, y objeciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

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Defendants.

**CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE**

And now comes Centex Home Equity Company, LLP f/k/a Centex Home Equity Corp., by its attorneys, James, Smith, Dietterick & Connelly, LLP and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Centex Home Equity Company, LLP f/k/a Centex Home Equity Corp., which has its principal place of business at 350 Highland Drive, Lewisville, Texas 75067.
2. The Defendants, Mary Jo Meholick and Joseph E. Bernardo, are individuals whose last known address is RR 2 Box 55B, Dubois, Pennsylvania 15801.
3. On or about August 10, 2000, Defendants executed a Note in favor of Plaintiff in the original principal amount of \$27,546.57.
4. On or about August 10, 2000, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$27,546.57 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 22, 2000, as instrument number

200012255. A true and correct copy of said Mortgage containing a description of the mortgaged premises is marked Exhibit "A", attached hereto and made a part hereof.

5. Defendants are the record and real owners of the aforesaid mortgaged premises.

6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.

7. On or about October 17, 2005, Defendant, Mary J. Meholick, was mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

8. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$27,174.76
Interest through 11/22/05	\$ 1,462.00
Late Charges	\$ 154.05
Plaintiff Advances	\$ 61.47
Less Unapplied Balance	(\$ 51.90)
Attorneys' fees	\$ 1,250.00
Court, Sheriff and Title Costs	\$ <u>2,500.00</u>

<b>TOTAL</b>	<b>\$32,550.38</b>
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plus interest on the principal sum (\$27,174.76) from November 22, 2005, at the rate of \$11.16 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

9. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (1977), Defendant(s) may dispute the validity of the debt or any portion thereof. If Defendant(s) do so in writing within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will obtain and provide Defendant(s) with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this pleading,

Counsel for Plaintiff will send Defendant(s) the name and address of the original creditor if different from above.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$32,550.38, with interest thereon at the rate of \$11.16 per diem from November 22, 2005, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

Respectfully Submitted:

JAMES SMITH DIETTERICK & CONNELLY LLP

BY: 

Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA I.D. # 55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

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

## EXHIBIT “A”



KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

DISTRICT NUMBER  
200012255

RECORDED ON  
AUG 22, 2000  
10:34:42 AM

RECORDING FEE - \$25.00

COUNTY IMPROVEMENT \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE UNIT TAX \$0.50

TOTAL \$27.50

*Just Bill*

PREPARED BY:  
CENTEX HOME EQUITY CORPORATION  
P.O. BOX 199111, FINAL DOCS  
Dallas, TX 75219

Parcel Number:  
0

[Space Above This Line For Recording Data]

243504138

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 10, 2000  
MARY JO MEHOLICK AND  
JOSEPH E. BERNARDO AS JOINT TENANTS

The mortgagor is

("Borrower"). This Security Instrument is given to

CENTEX HOME EQUITY CORPORATION

which is organized and existing under the laws of THE STATE OF NEVADA  
address is 2828 NORTH MARWOOD, DALLAS, TX 75201-1516

, and whose

("Lender"). Borrower owes Lender the principal sum of

TWENTY SEVEN THOUSAND FIVE HUNDRED FORTY SIX & 57/100

Dollars (U.S. \$ 27,546.57)

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 AUGUST 15, 2015

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:

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

which has the address of RD 2 BOX 29, DOBOIS

[Street, City],

Pennsylvania

15801

[Zip Code] ("Property Address");

PENNSYLVANIA- Single Family -FNMA/FHLMC

UNIFORM INSTRUMENT Form 2032 8/00

AMENDED 5/91

Page 1 of 7

VLP MORTGAGE FORMS - (800)521-7281



#200070077

ALL of that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, said point being on the Northerly line of the Pennsylvania Railroad old right-of-way and South 85 degrees 33' West three hundred ninety three and seven tenths (393.7) feet from the centerline of the road leading to Home Camp; thence by said right-of-way South 85 degrees 35' West one hundred fifty and five tenths (150.5) feet to a point; thence by lands of former grantor North 28 degrees 21' West four hundred seventy eight and six tenths (478.6) feet to an iron pipe on old abandoned township road; thence by said abandoned road North 84 degrees 14' East one hundred sixty two and five tenths (162.5) feet to an iron pipe; thence by lands conveyed to Albert J. Renner South 28 degrees 21' East four hundred twenty five and three tenths (425.3) feet to the place of beginning. CONTAINING 1.63 acres, more or less.

BEING KNOWN AS PARCEL NUMBER 126-003-0-48

(2000070077.PFD/2000070077.R)

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 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 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 attain priority over this Security Instrument, and leasehold 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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. 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 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; 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 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 foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in foreclosure 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 foreclosure 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 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 entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. **Mortgage Insurance.** If Lender 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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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 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.

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 Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for 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.

243504139

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-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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

24. **Reinstatement Period.** Borrower's time to 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)]

- ☐ Adjustable Rate Rider  
☐ Graduated Payment Rider  
☒ Balloon Rider  
☐ VA Rider

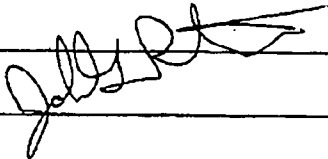
- ☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Rate Improvement Rider  
☐ Other(s) [specify]


- ☐ 1-4 Family Rider  
☐ Biweekly Payment Rider  
☐ Second Home Rider


243504138

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:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
-Borrower

  
\_\_\_\_\_  
MARY JO MELLOLECK (Seal)  
-Borrower

  
\_\_\_\_\_  
JOSEPH E. BERNARDO (Seal)  
-Borrower

Certificate of Residence

I, **DIANA COUNTS**  
the within-named Mortgagee is

do hereby certify that the correct address of

Witness my hand this

**2828 NORTH HARWOOD, DALLAS, TX 75201-1516**  
day of

**DIANA COUNTS**

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

**CLARKE** County ss:

On this, the **10<sup>TH</sup>** day of **AUGUST**, **2000**, before me, the undersigned officer,  
personally appeared **MARY JO MELLOLECK**

person whose name **IS** subscribed to the within instrument and acknowledged that **SAE**  
executed the same for the purposes herein contained.

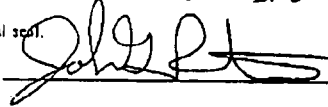
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

**4 26 3**



Notarial Seal  
John G. Petrusa, Notary Public  
St. Marys, Elk County  
My Commission Expires Apr. 28, 2003  
Member, Pennsylvania Association of Notaries

  
\_\_\_\_\_  
**NOTARY PUBLIC**  
Title of Officer



## BALLOON RIDER

243504138

THIS BALLOON RIDER is made this 10th day of AUGUST, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to

### CENTEX HOME EQUITY CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

RD 2 BOX 29, DUBOIS PENNSYLVANIA 15801



(Property Address)

The term of the loan is 180 months. As a result, you will be required to repay the entire principal balance and any accrued interest then owing 180 months from the date on which the loan is made.

The Lender has no obligation to refinance this loan at the end of its term. Therefore, you may be required to repay the loan out of assets you own or you may have to find another Lender willing to refinance the loan.

Assuming this Lender or another Lender refinances this loan at maturity, you will probably be charged interest at market rates prevailing at that time and such rates may be higher than the interest rate on this loan. You may also have to pay some or all of the closing costs normally associated with a new mortgage loan.

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

 _____ (Seal) Borrower	 _____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower

CE870U (01/2008)

(Sign Original Only)

# *Mortgage*

Between:

Mary Jo Meholick and  
Joseph E. Bernardo as  
joint tenants

and

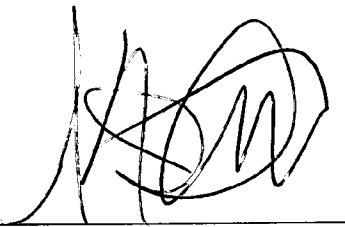
Centex Home Equity Corporation

Mail To:

Direct Settlement Services  
300 Penn Center Boulevard  
Suite 303  
Pittsburgh, Pa. 15235

**VERIFICATION**

I, Scott A. Dietterick, Attorney for Centex Home Equity Company, LLC, depose and say subject to the penalties of 18 Pa.C.S.A., sec. 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my information, knowledge and belief.



---

Scott A. Dietterick  
Attorney for Plaintiff

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

Centex Home Equity  
Company, LLC f/k/a/  
Centex Home Equity Corp.,  
Plaintiff

vs.

Mary Jo Meholick and  
Joseph E. Bernardo,  
Defendant

\*  
\*  
\*  
\*  
\* NO.: 05-1877-CD  
\*  
\* Type of Case: Mortgage Foreclosure  
\*  
\* Type of Pleading: Preliminary Objections  
\*  
\*  
\*  
\* Filed on Behalf of: Joseph E. Bernardo  
\*  
\* Counsel of Record for this Party:  
\* Robin Jean Foor, Esquire  
\*  
\* Supreme Court No.: 41520  
\*  
\* MidPenn Legal Services  
\* 211 East Locust Street  
\* Clearfield, PA 16830  
\* (814)765-9646

**FILED**

JAN 09 2006

01/18/2006

William A. Shaw

Prothonotary/Clerk of Courts

*Handwritten initials*

2 SENT TO ATL

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

Centex Home Equity	:
Company, LLC f/k/a	:
Centex Home Equity Corp.,	:
Plaintiff	:
	:
vs.	: NO. 05-1877-CD
	:
Mary Jo Meholick and	:
Joseph E. Bernardo,	:
Defendants	:

NOTICE TO PLEAD

TO: Centex Home Equity

Your are hereby notified to plead to the enclosed Preliminary Objections within  
twenty (20) days from service hereof or a default judgment may be entered against you.



---

Robin Jean Foor  
PA ID # 41520  
MidPenn Legal Services Inc.  
211 East Locust Street  
Clearfield, PA 16803  
(814)765-9646

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

Centex Home Equity	:
Company, LLC f/k/a	:
Centex Home Equity Corp.,	:
Plaintiff	:
	:
vs.	: NO. 05-1877-CD
	:
Mary Jo Meholick and	:
Joseph E. Bernardo,	:
Defendants	:

DEFENDANT JOSEPH BERNARDO'S OBJECTIONS TO PLAINTIFF'S  
COMPLAINT

Defendant, Joseph E. Bernardo, by and through his attorneys Robin Jean Foor, Esquire and MidPenn Legal Services, preliminarily objects to the complaint filed in the above-captioned matter as set forth below:

1. Plaintiff instituted an action in mortgage foreclosure in the above captioned matter. A true and correct copy of the complaint is attached as Exhibit A.

2. Plaintiff's complaint essentially alleges that defendants are in default of a residential mortgage which defendants entered into with the Plaintiff. Plaintiff seeks judgment against the defendants in mortgage foreclosure in the sum of \$32, 550.38 plus interest, costs and attorney's fees, and for the foreclosure and sale of the mortgaged premises.

3. Plaintiff has failed to comply with the notice requirements of both Act 6 and Act 91(Pennsylvania's Homeowner's Emergency Mortgage Assistance Act), which are found at 41 P.S. 403(b) and 35 P.S. 1680.401c(a) respectively.

4. Under Act 6, notice of a mortgagee's intention to foreclose "shall be in writing, sent to the residential mortgage debtor by registered or certified mail at his last known address." Plaintiff avers in Paragraph 7 of Plaintiff's Complaint that such a notice was sent to Defendant Mary Jo Meholick. However, there is no averment that a notice was sent to Defendant Joseph E. Bernardo. Further, Defendant, Joseph E. Bernardo avers that he did not receive an Act 6 notice of the plaintiff's intention to foreclose.

5. Likewise, Plaintiff has failed to provide any evidence that Defendant Joseph E. Bernardo received the notice required by Act 91. According to 35 P.S. 1680.403c(a), any mortgagee desiring to foreclose "shall send to mortgagor at his or her last known address the notice provided in subsection (b)." Plaintiff avers in Paragraph 7 of Plaintiff's Complaint that such a notice was sent to Defendant Mary Jo Meholick. However, there

is no averment that a notice was sent to Defendant Joseph E. Bernardo. Further, Defendant, Joseph E. Bernardo avers that he did not receive an Act 91 notice of the availability of assistance from the Pennsylvania Homeowner's Emergency Assistance Program.

6. Plaintiff may not bring this action in mortgage foreclosure absent a showing that proper notice was given to Defendant, Joseph E. Bernardo, as required by Pennsylvania Law.

7. In addition, the failure to comply with the notice provisions of Act 6 and Act 91 deprives this court of jurisdiction to hear this matter.

WHEREFORE, Defendant, Joseph E. Bernardo, requests that the complaint be dismissed pursuant to Pa.R.C.P. 1028(a)(4) for failing to comply with notice provisions of Act 6 and Act 91 as set forth at 41 P.S. 403(b) and 35 P.S. 1680.403c(a), respectively and /or for lack of jurisdiction pursuant to Pa.R.C.P. 1028(a)(1).



---

Robin Jean Foor  
Attorney for Joseph E. Bernardo  
PA ID # 41520  
MidPenn Legal Services Inc.  
211 East Locust Street  
Clearfield, PA 16803  
(814)765-9646

# EXHIBIT A



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CP

Plaintiff

VS.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:

Centex Home Equity Company, LLC f/k/a Centex  
Home Equity Corp.

Plaintiff,  
COUNSEL OF RECORD FOR THIS  
PARTY:

Scott A. Dietterick, Esquire

Pa. I.D. #55650

TO: DEFENDANT(S)

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT  
MAY BE ENTERED AGAINST YOU.

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:

350 Highland Drive  
Lewisville, TX 75067

AND THE DEFENDANT(S):

RR 2 Box 55B, Dubois, PA 15801

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS  
RD 2 Box 29, Dubois, PA 15801

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

JAMES, SMITH, DIETTERICK &  
CONNELLY LLP

P.O. Box 650  
Hershey, PA 17033

(717) 533-3280

FILED

DEC 01 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.:

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claim 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 SHOULD 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.

**NOTICE TO DEFEND**

David S. Meholic, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641 ext 5982

**LAWYER REFERRAL SERVICE**

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.:

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**AVISO**

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencia escrita y redicando en la Courte por escrito sus defensas de, y objecciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

**NOTICE TO DEFEND**

David S. Meholic, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641 ext 5982

**LAWYER REFERRAL SERVICE**

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P.O. Box 186  
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Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.:

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE**

And now comes Centex Home Equity Company, LLP f/k/a Centex Home Equity Corp., by its attorneys, James, Smith, Dietterick & Connelly, LLP and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Centex Home Equity Company, LLP f/k/a Centex Home Equity Corp., which has its principal place of business at 350 Highland Drive, Lewisville, Texas 75067.
2. The Defendants, Mary Jo Meholic and Joseph E. Bernardo, are individuals whose last known address is RR 2 Box 55B, Dubois, Pennsylvania 15801.
3. On or about August 10, 2000, Defendants executed a Note in favor of Plaintiff in the original principal amount of \$27,546.57.
4. On or about August 10, 2000, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$27,546.57 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 22, 2000, as instrument number

200012255. A true and correct copy of said Mortgage containing a description of the mortgaged premises is marked Exhibit "A", attached hereto and made a part hereof.

5. Defendants are the record and real owners of the aforesaid mortgaged premises.

6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.

7. On or about October 17, 2005, Defendant, Mary J. Meholick, was mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

8. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$27,174.76
Interest through 11/22/05	\$ 1,462.00
Late Charges	\$ 154.05
Plaintiff Advances	\$ 61.47
Less Unapplied Balance	(\$ 51.90)
Attorneys' fees	\$ 1,250.00
Court, Sheriff and Title Costs	\$ <u>2,500.00</u>

<b>TOTAL</b>	<b>\$32,550.38</b>
--------------	--------------------

plus interest on the principal sum (\$27,174.76) from November 22, 2005, at the rate of \$11.16 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

9. Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (1977), Defendant(s) may dispute the validity of the debt or any portion thereof. If Defendant(s) do so in writing within thirty (30) days of receipt of this pleading, Counsel for Plaintiff will obtain and provide Defendant(s) with written verification thereof; otherwise, the debt will be assumed to be valid. Likewise, if requested within thirty (30) days of receipt of this pleading,

Counsel for Plaintiff will send Defendant(s) the name and address of the original creditor if different from above.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$32,550.38, with interest thereon at the rate of \$11.16 per diem from November 22, 2005, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

Respectfully Submitted:

JAMES SMITH DIETTERICK & CONNELLY LLP

BY: 

\_\_\_\_\_  
Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA I.D. # 55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

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

## EXHIBIT "A"

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200012255

RECORDED ON  
AUG 22, 2000  
10:34:42 AM

RECORDING FEES - \$25.00  
RECORDED  
COUNTY IMPROVEMENT \$1.00  
PLAT  
RECORDER \$1.00  
IMPROVEMENT FUND  
STATE UNIT TAX \$0.50  
TOTAL \$27.50

*Direct Payment*

PREPARED BY:  
CENTEX HOME EQUITY CORPORATION  
P.O. BOX 199111, FINAL DOCS  
Dallas, TX 75219

Parcel Number:  
0

[Space Above This Line For Recording Date]

243504138

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 10, 2000  
MARY JO MEHOLICK AND  
JOSEPH E. BERNARDO AS JOINT TENANTS

The mortgagor is

("Borrower"). This Security Instrument is given to

CENTEX HOME EQUITY CORPORATION

which is organized and existing under the laws of THE STATE OF NEVADA  
address is 2828 NORTH HARWOOD, DALLAS, TX 75201-1516

, and whose

("Lender"). Borrower owes Lender the principal sum of

TWENTY SEVEN THOUSAND FIVE HUNDRED FORTY SIX & 57/100

Dollars (U.S. \$

27,546.57

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 AUGUST 15, 2015

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:

All that tract or parcel of land as shown on Schedule "A" attached hereto  
which is incorporated herein and made a part hereof.

which has the address of RD 2 BOX 29, DOBOIS

[State, Cnty].

Pennsylvania 15801

[Zip Code] ("Property Address"):

PENNSYLVANIA- Single Family FNM/FLM/C

UNIFORM INSTRUMENT Form 2029 8/00

AMENDED 5/01

Page 1 of 7

UAP MORTGAGE FORMS - (100521-728)



#200070077



ALL of that certain parcel or place of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, said point being on the Northerly line of the Pennsylvania Railroad old right-of-way and South 65 degrees 33' West three hundred ninety three and seven tenths (393.7) feet from the centerline of the road leading to Home Camp; thence by said right-of-way South 65 degrees 35' West one hundred fifty and five tenths (150.5) feet to a point; thence by lands of former grantor North 28 degrees 21' West four hundred seventy eight and six tenths (478.6) feet to an iron pipe on old abandoned township road; thence by said abandoned road North 84 degrees 14' East one hundred sixty two and five tenths (162.5) feet to an iron pipe; thence by lands conveyed to Albert J. Renner South 28 degrees 21' East four hundred twenty five and three tenths (425.3) feet to the place of beginning. CONTAINING 1.83 acres, more or less.

BEING KNOWN AS PARCEL NUMBER 128-003-0-48

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 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 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 attain priority over this Security Instrument, and leasehold 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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. 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 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; 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 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 foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and 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, 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 (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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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 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.

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 Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for 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-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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

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

- ☐ Adjustable Rate Rider  
☐ Graduated Payment Rider  
☒ Balloon Rider  
☐ VA Rider

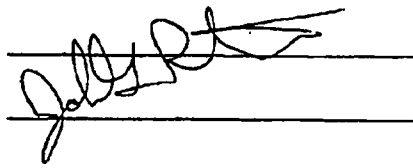
- ☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Rate Improvement Rider  
☐ Other(s) (specify)

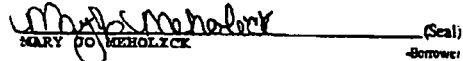
- ☐ 1-4 Family Rider  
☐ Biweekly Payment Rider  
☐ Second Home Rider

243504138

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:



 (Seal)  
MARY JO MEHOLICK  
-Borrower

 (Seal)  
JOSEPH E. BERNARDO  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Certificate of Residence

I, **DIANA COUNTS**  
the within-named Mortgagee is

, do hereby certify that the correct address of

Witness my hand this **2828 NORTH HARNWOOD, DALLAS, TX 75201-1516**  
day of

**DIANA COUNTS**

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

**CLEARFIELD** County ss:

On this, the **10<sup>TH</sup>** day of **AUGUST**, **2000**, before me, the undersigned officer,  
personally appeared **MARY JO MEHOLICK**

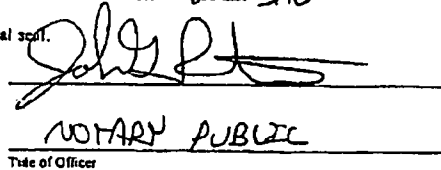
person whose name **IS** subscribed to the within instrument and acknowledged that **SAE**  
executed the same for the purposes herein contained.

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

My Commission Expires: **4 26 3**



Notarial Seal  
John G. Petrucci, Notary Public  
St. Marys, Elk County  
My Commission Expires Apr. 28, 2003  
Member, Pennsylvania Association of Notaries

  
**NOTARY PUBLIC**  
Title of Officer

## BALLOON RIDER

243504138

THIS BALLOON RIDER is made this 10th day of AUGUST, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to

### CENTEX HOME EQUITY CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

RD 2 BOX 29, DUBOIS PENNSYLVANIA 15801

(Property Address)

The term of the loan is 180 months. As a result, you will be required to repay the entire principal balance and any accrued interest then owing 180 months from the date on which the loan is made.

The Lender has no obligation to refinance this loan at the end of its term. Therefore, you may be required to repay the loan out of assets you own or you may have to find another Lender willing to refinance the loan.

Assuming this Lender or another Lender refinances this loan at maturity, you will probably be charged interest at market rates prevailing at that time and such rates may be higher than the interest rate on this loan. You may also have to pay some or all of the closing costs normally associated with a new mortgage loan.

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

Mary Jo Bernolter (Seal)  
MARY JO BERNOLTER Borrower

Joseph E. Bernardo (Seal)  
JOSEPH E. BERNARDO Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

CET00U (012098)

(Sign Original Only)



# *Mortgage*

Between:

Mary Jo Meholick and  
Joseph E. Bernardo as  
joint tenants

and

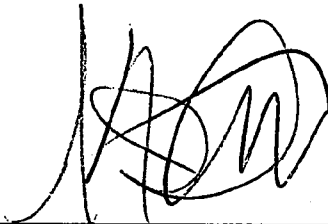
Centex Home Equity Corporation

Mail To:

Direct Settlement Services  
300 Penn Center Boulevard  
Suite 303  
Pittsburgh, Pa. 15235

**VERIFICATION**

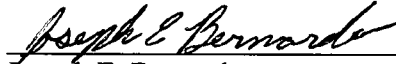
I, Scott A. Dietterick, Attorney for Centex Home Equity Company, LLC, depose and say subject to the penalties of 18 Pa.C.S.A., sec. 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my information, knowledge and belief.

A handwritten signature in black ink, appearing to be 'S. Dietterick', written over a horizontal line.

Scott A. Dietterick  
Attorney for Plaintiff

# VERIFICATION

I verify that the statements made in the Preliminary Objections are true and correct. I understand that false statements herein are made subject to the penalties of Pa.C.S. 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Joseph E. Bernardo

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

Centex Home Equity	:
Company, LLC f/k/a	:
Centex Home Equity Corp.,	:
Plaintiff	:
	:
vs.	: NO. 05-1877-CD
	:
Mary Jo Meholick and	:
Joseph E. Bernardo,	:
Defendants	:

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, upon  
consideration of Defendant Joseph E. Bernardo's preliminary objection to the complaint  
of the plaintiff Centex Home Equity for failure to conform to the requirements of 41 P.S.  
403 and 35 P.S. 1680.403c, it is hereby ORDERED that Defendant Joseph E. Bernardo's  
preliminary objection is sustained and the complaint of the plaintiff is stricken.

BY THE COURT:

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Judge

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

Centex Home Equity  
Company, LLC f/k/a/  
Centex Home Equity Corp.,  
Plaintiff

vs.

Mary Jo Meholick and  
Joseph E. Bernardo,  
Defendant

\*  
\*  
\*  
\*  
\* NO.: 05-1877-CD  
\*  
\* Type of Case: Mortgage Foreclosure  
\*  
\* Type of Pleading: Certificate of Service  
\*  
\*  
\*  
\* Filed on Behalf of: Joseph E. Bernardo  
\*  
\* Counsel of Record for this Party:  
\* Robin Jean Foor, Esquire  
\*  
\* Supreme Court No.: 41520  
\*  
\* MidPenn Legal Services  
\* 211 East Locust Street  
\* Clearfield, PA 16830  
\* (814)765-9646

FILED

JAN 10 2006

0/11/50/2  
William A. Shaw

Prothonotary/Clerk of Courts

1 sent to ATT

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

Centex Home Equity	:	
Company, LLC f/k/a	:	
Centex Home Equity Corp.,	:	
Plaintiff	:	
	:	
vs.	:	NO. 05-1877-CD
	:	
Mary Jo Meholick and	:	
Joseph E. Bernardo,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 10<sup>th</sup> day of January, 2006, I served a copy of Defendant Joseph E. Bernardo's Preliminary Objections filed in the above captioned matter to the following individual by first class mail, postage prepaid:

Scott A. Dietterick, Esquire  
JAMES, SMITH, DIETTERICK &  
CONNELLY, LLP  
PO Box 650  
Hershey, PA 17033



---

Robin Jean Foor  
PA ID # 41520  
MidPenn Legal Services Inc.  
211 East Locust Street  
Clearfield. PA 16803  
(814)765-9646

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

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a/  
CENTEX HOME EQUITY CORP.,

vs.

No. 05-1877-CD

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

**FILED**

01/16/2006  
JAN 16 2006

William A. Shaw  
Prothonotary/Clerk of Courts

2 cc Atty Dieterich

1 cc Atty Foor

1 cc M. Meholick

RR 2, Box 55B

DuBois, PA 15801

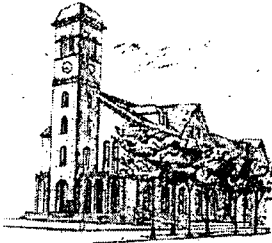
**ORDER**

AND NOW, this 12 day of January, 2006, upon consideration of Defendant Joseph Bernardo's Preliminary Objections filed in the above matter, it is the Order of the Court that argument has been scheduled for the 24<sup>th</sup> day of February, 2006, at 9:30 A.M, in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN

President Judge



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 11/16/06

\_\_\_\_\_ You are responsible for serving all appropriate parties.

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

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:



WILLIAM A. SHAW  
PROTHONOTARY  
and CLERK of COURTS  
P.O. BOX 549  
CLEARFIELD, PENNSYLVANIA 16830

FILED

*m/p 2006*  
*No other address*  
*in file*  
JAN 27 2006



Hasler

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\$00.39  
01/16/2006  
Mailed From 16830  
US POSTAGE

*UT?*  
William A. Shaw  
Prothonotary  
RR 2, Box 55 B  
DuBois, PA 15801

☐ A ☐ INSUFFICIENT ADDRESS  
☐ C ☐ ATTEMPTED NOT KNOWN  
☐ S ☐ NO SUCH NUMBER/STREET  
☐ OTHER  
- NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

16830/0549

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

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a/  
CENTEX HOME EQUITY CORP.,

vs.

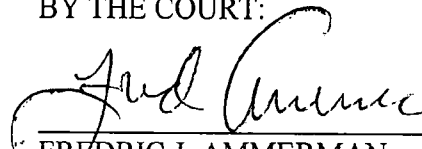
No. 05-1877-CD

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

**ORDER**

AND NOW, this 12 day of January, 2006, upon consideration of Defendant Joseph Bernardo's Preliminary Objections filed in the above matter, it is the Order of the Court that argument has been scheduled for the 24<sup>th</sup> day of February, 2006, at 9:30 A.M, in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

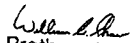
BY THE COURT:

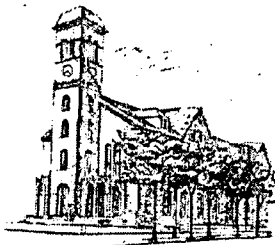
  
FREDRIC J. AMMERMAN  
President Judge

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

JAN 16 2006

Attest.

  
Prothonotary/  
Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 11/16/06

           You are responsible for serving all appropriate parties.

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

  X   Plaintiff(s)/Attorney(s)

  X   Defendant(s)/Attorney(s)

           Other

           Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

No.: 05-1877 CD

Plaintiff,

ISSUE NUMBER:

TYPE OF PLEADING:

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

**PRAECIPE FOR DEFAULT JUDGMENT  
UPON MARY JO MEHOLICK, ONLY**  
(Mortgage Foreclosure)

Defendants.

FILED ON BEHALF OF:

Centex Home Equity Company, LLC f/k/a  
Centex Home Equity Corp.  
Plaintiff

I Hereby certify that the last known address  
of Defendant(s) is/are:

Mary Jo Meholick  
100 E. Washington Avenue, Dubois, PA 15801

  
Attorney for Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Scott A. Dietterick, Esquire  
Pa. I.D. #55650

JAMES, SMITH, DIETTERICK &  
CONNELLY LLP  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

**FILED**

*m/ja:2950*  
**FEB 03 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

*Any pd. 20.00*  
*ICC - Notice to*  
*Def.*

*Statement to*  
*Any*  
*(EX)*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

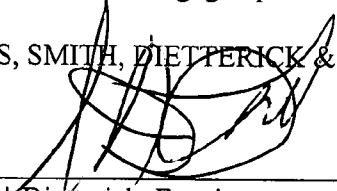
TO: PROTHONOTARY  
SIR/MADAM:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant, Mary Jo Meholic, ONLY, in the amount of \$33,394.94 which is itemized as follows:

Principal	\$27,174.76
Interest through 2/1/06	\$ 2,254.36
Late Charges	\$ 206.25
Plaintiff Advances	\$ 61.47
Less Unapplied Balance	(\$ 51.90)
Attorneys' fees	\$ 1,250.00
Court, Sheriff and Title Costs	\$ 2,500.00
TOTAL	\$33,394.94

plus interest on the principal sum (\$27,174.76) from February 1, 2006, at the rate of \$11.16 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

By:   
\_\_\_\_\_  
Scott A. Dietterick, Esquire  
Attorney for Plaintiff  
PA I.D. #55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280


AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATE OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS:

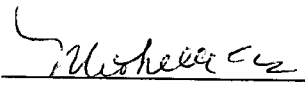
COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.

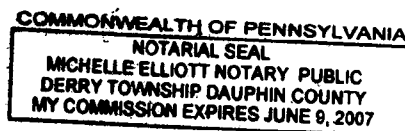
  
\_\_\_\_\_  
Scott A. Dietterick, Esquire

Sworn to and subscribed before me

this 1st day of February, 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Mary Jo Meholick

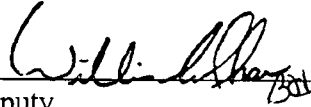
- ☐ Plaintiff  
☒ Defendant  
☐ Additional Defendant

You are hereby notified that an Order, Decree or  
Judgment was entered in the above captioned proceeding

on February 3, 2006

- ☐ A copy of the Order or Decree is enclosed,  
or  
☒ The judgment is as follows: \$33,394.94

plus interest on the principal sum (\$27,174.76) from February 1, 2006, at the rate of \$11.16 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**AFFIDAVIT OF SERVICE**

Per a telephone conversation on February 1, 2006, on December 14, 2005 the Clearfield County Sheriff's personally served Defendant, Mary Jo Meholick, with the Complaint in Mortgage Foreclosure at 100 E. Washington Avenue, Dubois, Pennsylvania 15801.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

BY: \_\_\_\_\_

Scott A. Dietterick, Esquire

PA I.D. #55650

Attorneys for Plaintiff

P.O. Box 650

Hershey, PA 17033

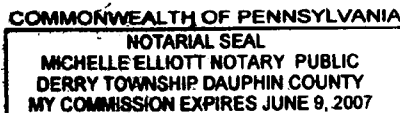
(717) 533-3280

Sworn to and subscribed before me

this 1st day of February, 2006.

Michelle Elliott  
Notary Public

My Commission Expires:





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**IMPORTANT NOTICE**

TO: Mary Jo Meholic  
100 E. Washington Avenue  
Dubois, PA 15801

DATE OF NOTICE: January 4, 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 YOUR 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.

**NOTICE TO DEFEND**

David S. Meholic, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641 ext 5982

**LAWYER REFERRAL SERVICE**

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**AVISO IMPORTANTE**

A. Mary Jo Meholick

FECHA DEL AVISO: January 4, 2006

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED TOME ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

**NOTICE TO DEFEND**

David S. Meholick, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641 ext 5982

**LAWYER REFERRAL SERVICE**  
Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

JAMES, SMITH, DIETTERICK & CONNELLY LLP

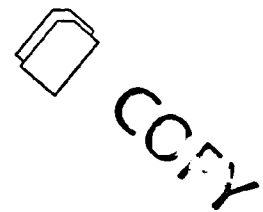
DATE: 1/4/06

BY: \_\_\_\_\_

Scott A. Dietterick, Esquire  
PA I.D. #55650  
Attorneys for Plaintiff  
P.O. Box 650  
Hershey, PA 17033

FIRST CLASS U.S. MAIL, POSTAGE PREPAID (717) 533-3280

cc: David King, Esquire



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

Centex Home Equity Company, LLC  
Centex Home Equity Corp.  
Plaintiff(s)

No.: 2005-01877-CD

Real Debt: \$33,394.94

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Mary Jo Meholick  
Joseph E. Bernardo  
Defendant(s)


Entry: \$20.00

Instrument: Default Judgment against Mary Jo  
Meholick ONLY

Date of Entry: February 3, 2006

Expires: February 3, 2011

Certified from the record this 3rd day of February, 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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877 CD

Plaintiff

VS.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

TYPE OF PLEADING

CIVIL ACTION – AMENDED COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:

Centex Home Equity Company, LLC f/k/a Centex  
Home Equity Corp.

Plaintiff,  
COUNSEL OF RECORD FOR THIS  
PARTY:

Scott A. Dietterick, Esquire

Pa. I.D. #55650

TO: DEFENDANT(S)

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT  
MAY BE ENTERED AGAINST YOU.

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:

350 Highland Drive  
Lewisville, TX 75067

AND THE DEFENDANT(S):

RR 2 Box 558, Dubois, PA 15801

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS  
RD 2 Box 29, Dubois, PA 15801

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

JAMES, SMITH, DIETTERICK &  
CONNELLY LLP

P.O. Box 650  
Hershey, PA 17033

(717) 533-3280

**FILED** *icc*  
*m11:24/01 Shff*  
**FEB 06 2006** *ER*

William A. Shaw  
Prothonotary/Clerk of Courts

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692 ET SEQ. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877 CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claim 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 SHOULD 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.

**NOTICE TO DEFEND**

David S. Meholic, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641 ext 5982

**LAWYER REFERRAL SERVICE**

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877 CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**AVISO**

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro do los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencia escrita y redicanco en la Courte por escrito sus defensas de, y objecciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

**NOTICE TO DEFEND**

David S. Meholic, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641 ext 5982

**LAWYER REFERRAL SERVICE**

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877 CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**CIVIL ACTION – AMENDED COMPLAINT IN MORTGAGE FORECLOSURE**

And now comes Centex Home Equity Company, LLP f/k/a Centex Home Equity Corp., by its attorneys, James, Smith, Dietterick & Connelly, LLP and files this Amended Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Centex Home Equity Company, LLP f/k/a Centex Home Equity Corp., which has its principal place of business at 350 Highland Drive, Lewisville, Texas 75067.
2. The Defendants, Mary Jo Meholick and Joseph E. Bernardo, are individuals whose last known address is RR 2 Box 55B, Dubois, Pennsylvania 15801.
3. On or about August 10, 2000, Defendants executed a Note in favor of Plaintiff in the original principal amount of \$27,546.57.
4. On or about August 10, 2000, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$27,546.57 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 22, 2000, as instrument number



200012255. A true and correct copy of said Mortgage containing a description of the mortgaged premises is marked Exhibit "A", attached hereto and made a part hereof.

5. Defendants are the record and real owners of the aforesaid mortgaged premises.

6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.

7. On or about October 17, 2005, Defendant, Mary J. Meholick, was mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

8. On or about February 1, 2006, Defendant, Joseph E. Bernardo, was mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

9. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$27,174.76
Interest through 11/22/05	\$ 1,462.00
Late Charges	\$ 154.05
Plaintiff Advances	\$ 61.47
Less Unapplied Balance	(\$ 51.90)
Attorneys' fees	\$ 1,250.00
Court, Sheriff and Title Costs	\$ <u>2,500.00</u>

<b>TOTAL</b>	<b>\$32,550.38</b>
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plus interest on the principal sum (\$27,174.76) from November 22, 2005, at the rate of \$11.16 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$32,550.38, with interest thereon at the rate of \$11.16 per diem from November 22, 2005, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

Respectfully Submitted:

JAMES SMITH DIETTERICK & CONNELLY LLP

BY: 

Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA I.D. # 55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

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

## EXHIBIT "A"

PREPARED BY:  
CENTEX HOME EQUITY CORPORATION  
P.O. BOX 199111, FINAL DOCS  
Dallas, TX 75219

Parcel Number:  
0

[Space Above This Line For Recording Data]

243504138

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 10, 2000  
MARY JO MEBOLICK AND  
JOSEPH E. BERNARDO AS JOINT TENANTS

The mortgagor is

("Borrower"). This Security Instrument is given to

CENTEX HOME EQUITY CORPORATION

which is organized and existing under the laws of THE STATE OF NEVADA  
address is 2828 NORTH HARWOOD, DALLAS, TX 75201-1516

, and whose

("Lender"). Borrower owes Lender the principal sum of

TWENTY SEVEN THOUSAND FIVE HUNDRED FORTY SIX & 57/100

Dollars (U.S. \$ 27,546.57)

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 AUGUST 15, 2015. 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:

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

which has the address of RD 2 BOX 29, DUBOIS

[Street, City],

Pennsylvania 15801  
PENNSYLVANIA- Single Family-FNMA/PHLMC  
UNIFORM INSTRUMENT Form 2039 9/90  
AMENDED 5/91

[Zip Code] ("Property Address");

Page 1 of 7

VIA MORTGAGE FORMS - (200721-728)



#200070077

ALL of that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, said point being on the Northerly line of the Pennsylvania Railroad old right-of-way and South 85 degrees 33' West three hundred ninety three and seven tenths (393.7) feet from the centerline of the road leading to Home Camp; thence by said right-of-way South 85 degrees 35' West one hundred fifty and five tenths (150.5) feet to a point; thence by lands of former grantor North 28 degrees 21' West four hundred seventy eight and six tenths (478.6) feet to an iron pipe on old abandoned township road; thence by said abandoned road North 84 degrees 14' East one hundred sixty two and five tenths (162.5) feet to an iron pipe; thence by lands conveyed to Albert J. Renner South 28 degrees 21' East four hundred twenty five and three tenths (425.3) feet to the place of beginning. CONTAINING 1.63 acres, more or less.

BEING KNOWN AS PARCEL NUMBER 128-003-0-48

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 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments on ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 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 attain priority over this Security Instrument, and leasehold 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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. 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 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; 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 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 impairs 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, 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 (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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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 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.

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 Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for 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.

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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-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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

24. **Reinstatement Period.** Borrower's time to 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)]

- ☐ Adjustable Rate Rider  
☐ Graduated Payment Rider  
☒ Balloon Rider  
☐ VA Rider

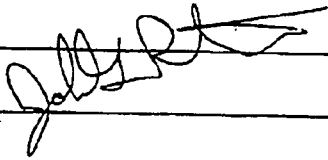
- ☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Rate Improvement Rider  
☐ Other(s) [specify]


- ☐ 1-4 Family Rider  
☐ Biweekly Payment Rider  
☐ Second Home Rider

243504138

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:



  
MARY JO METHOLICK (Seal)  
-Borrower

  
JOSEPH E. BERNARDO (Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

Certificate of Residence

I, **DIANA COUNTS**  
the within-named Mortgagee is

, do hereby certify that the correct address of

Witness my hand this

2828 NORTH HARMWOOD, DALLAS, TX 75201-1516  
day of

DIANA COUNTS

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

CLEARFIELD County ss:

On this, the **10<sup>TH</sup>** day of **AUGUST**, 2000, before me, the undersigned officer,  
personally appeared **MARY JO METHOLICK**

person whose name **IS** subscribed to the within instrument and acknowledged that **SAE**  
executed the same for the purposes herein contained.

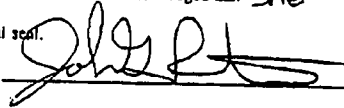
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

**4 26 3**



Notarial Seal  
John G. Petrusa, Notary Public  
St. Marys, Elk County  
My Commission Expires Apr. 28, 2003  
Member, Pennsylvania Association of Notaries

  
**NOTARY PUBLIC**  
Title of Officer

## BALLOON RIDER

243504138

THIS BALLOON RIDER is made this 10th day of AUGUST, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to

### CENTEX HOME EQUITY CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

RD 2 BOX 29, DUBOIS PENNSYLVANIA 15801

(Property Address)

The term of the loan is 180 months. As a result, you will be required to repay the entire principal balance and any accrued interest then owing 180 months from the date on which the loan is made.

The Lender has no obligation to refinance this loan at the end of its term. Therefore, you may be required to repay the loan out of assets you own or you may have to find another Lender willing to refinance the loan.

Assuming this Lender or another Lender refinances this loan at maturity, you will probably be charged interest at market rates prevailing at that time and such rates may be higher than the interest rate on this loan. You may also have to pay some or all of the closing costs normally associated with a new mortgage loan.

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

Mary J. Beholick (Seal)  
MARY J. BEHOLICK Borrower

Joseph E. Bernardo (Seal)  
JOSEPH E. BERNARDO Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

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\_\_\_\_ (Seal)  
\_\_\_\_ Borrower

CENTOU (012098)

(Sign Original Only)

# *Mortgage*

Between:

Mary Jo Meholick and  
Joseph E. Bernardo as  
joint tenants

---

and

Centex Home Equity Corporation

---

Mail To:

Direct Settlement Services  
300 Penn Center Boulevard  
Suite 309  
Pittsburgh, Pa. 15235

**VERIFICATION**

I, Angelina Anderson, for Centex Home Equity Company, LLC, depose and say subject to the penalties of 18 Pa.C.S.A., sec. 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of my information, knowledge and belief.

By: Angelina Anderson  
Name: Angelina Anderson  
Title: Foreclosure Specialist

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

DOCKET # 101056  
NO: 05-1877-CD  
SERVICE # 1 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CENTEZ HOME EQUITY COMPANY, LLC f/k/a CENTEX HOME EQUITY CORP.

vs.

DEFENDANT: MARY JO MEHOLICK and JOSEPH E. BERNARDO

**SHERIFF RETURN**

NOW, December 14, 2005 AT 2:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY JO MEHOLICK DEFENDANT AT 100 E. WASHINGTON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY JO MEHOLICK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED  
940031  
MAR 13 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 101056  
NO: 05-1877-CD  
SERVICE # 2 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CENTEZ HOME EQUITY COMPANY, LLC f/k/a CENTEX HOME EQUITY CORP.

vs.

DEFENDANT: MARY JO MEHOLICK and JOSEPH E. BERNARDO

**SHERIFF RETURN**

---

NOW, December 20, 2005 AT 11:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH E. BERNARDO DEFENDANT AT RR#2 BOX 55B (2072 OLD RT. 255), DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH E. BERNARDO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /



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

DOCKET # 101056  
NO: 05-1877-CD  
SERVICE # 3 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CENTEZ HOME EQUITY COMPANY, LLC f/k/a CENTEX HOME EQUITY CORP.  
vs.  
DEFENDANT: MARY JO MEHOLICK and JOSEPH E. BERNARDO

**SHERIFF RETURN**

---

NOW, December 20, 2005 AT 11:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT/TENANT DEFENDANT AT RD#2 BX 29/RR#2 BX 55B/2072 OLD RT. 255, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH E. BERNARDO, DEFENDANT / OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101056  
NO: 05-1877-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CENTEZ HOME EQUITY COMPANY, LLC f/k/a CENTEX HOME EQUITY CORP.  
vs.  
DEFENDANT: MARY JO MEHOLICK and JOSEPH E. BERNARDO

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	JAMES	56138	30.00
SHERIFF HAWKINS	JAMES	56138	70.00
SHERIFF HAWKINS	"	57411	15.29

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**ORDER OF COURT**

AND NOW, this 15<sup>th</sup> day of March, 2006, upon consideration of the Motion for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return, it is hereby **ORDERED, ADJUDGED** and **DECREED** that the Sheriff of Clearfield County is to file the Sheriff's Return with the Prothonotary's Office on or before March 31, 2006.



J.

**FILED**

MAR 15 2006

0/3:30 (w) (CR)  
William A. Shaw  
Prothonotary/Clerk of Courts  
3 cert to App  
1 cert. to SHCA

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

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**FILED** 3CC  
MAR 13 2006 Amy  
William A. Shaw  
Prothonotary/Clerk of Courts

**MOTION FOR COURT ORDER TO INSTRUCT THE CLEARFIELD COUNTY  
SHERIFF'S OFFICE TO FILE SHERIFF'S RETURN**

AND NOW, comes the Plaintiff, Centex Home equity Company, LLC f/k/a Centex Home Equity Corp., by and through its attorneys, James, Smith, Dietterick & Connelly LLP, and files Motion for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return as follows:

1. On or about February 6, 2006, Plaintiff filed an Amended Complaint in Mortgage Foreclosure against Defendants, Mary Jo Meholick and Joseph E. Bernardo ("Defendants") at the above-captioned term and number ("Complaint").
2. Plaintiff directed the Sheriff of Clearfield County to serve the Complaint on Defendant, Joseph E. Bernardo, at his last known address being RR 2, Box 55B, Dubois, Pennsylvania 15801.
3. Pursuant to a telephone call with the Clearfield County Sheriff's Office, said Complaint was served upon Defendant, Joseph E. Bernardo on February 8, 2006 by handing to Keri Adams, adult individual at the property.

4. To date, the Sheriff's Return has not been filed with the Prothonotary of Clearfield County.

5. Due to said Sheriff's Return not being filed, Plaintiff cannot file the Default Judgment or Writ of Execution.

6. Since unpaid interest continues to accrue, Plaintiff is severely prejudiced by the unnecessary delay

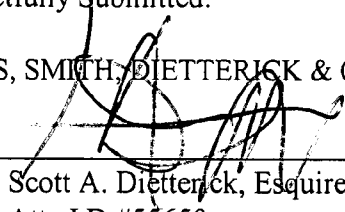
7. Consequently, Plaintiff requests that the this Court direct the Sheriff's Office to file the Return of Service with the Prothonotary's Office on or before March 31, 2006 so that Plaintiff can proceed with the above-captioned action.

WHEREFORE, Plaintiff, Eastern Savings Bank, FSB, requests this Honorable Court to enter an Order of Court directing the Sheriff of Clearfield County to file the Sheriff's Return on or before March 31, 2006.

Respectfully Submitted:

JAMES, SMITH, DIETTERICK & CONNELLY LLP

By: \_\_\_\_\_

  
Scott A. Dietterick, Esquire  
Atty I.D.#55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing Motion for Court Order to Instruct the Clearfield County Sheriff's Office to File Sheriff's Return was served on the following this 10th day of March, 2006, via First Class U. S. Mail, Postage Pre-paid:

David King, Esquire  
P.O. box 1016  
Dubois, PA 15801

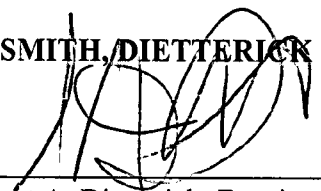
Joseph E. Bernardo  
RR 2 Box 55B  
Dubois, PA 15801

Joseph E. Bernardo  
2072 Old Route 255  
Dubois, PA 15801

Mary Jo Meholic  
100 E. Washington Avenue  
Dubois, PA 15801

**JAMES, SMITH, DIETTERICK & CONNELLY LLP**

BY

  
\_\_\_\_\_  
Scott A. Dietterick, Esquire  
PA I.D. #55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101234  
NO: 05-1877-CD  
SERVICE # 1 OF 1  
AMENDED COMPLAINT IN MORTGAGE

FORECLOSURE

PLAINTIFF: CENTEX HOME EQUITY COMPANY, LLC  
vs.  
DEFENDANT: MARY JO MEHOLICK and JOSEPH E. BERNARDO

SHERIFF RETURN

NOW, February 08, 2006 AT 2:20 PM SERVED THE WITHIN AMENDED COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH E. BERNARDO DEFENDANT AT 2072 OLD RT. 255, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KARI ADAMS, GIRLFRIEND/ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

FILED  
019:21301  
MAR 20 2006  
William A. Shaw  
Prothonotary Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	JAMES	56957	10.00
SHERIFF HAWKINS	JAMES	56957	51.82

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,

*Chester A. Hawkins*  
*by Mandy Harris*  
Chester A. Hawkins  
Sheriff

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

Centex Home Equity  
Company, LLC f/k/a/  
Centex Home Equity Corp.,  
Plaintiff

vs.

Mary Jo Meholick and  
Joseph E. Bernardo,  
Defendant

\*  
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\*  
\*  
\* NO.: 05-1877-CD  
\*  
\* Type of Case: Mortgage Foreclosure  
\*  
\* Type of Pleading: Preliminary Objections  
\* to Amended Complaint  
\*  
\*  
\* Filed on Behalf of: Joseph E. Bernardo  
\*  
\* Counsel of Record for this Party:  
\* Robin Jean Foor, Esquire  
\*  
\* Supreme Court No.: 41520  
\*  
\* MidPenn Legal Services  
\* 211 East Locust Street  
\* Clearfield, PA 16830  
\* (814)765-9646

FILED 3cc  
01/11/21/04 Amy Foor  
MAR 23 2006 @

William A. Shaw  
Prothonotary/Clerk of Courts



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

Centex Home Equity  
Company, LLC f/k/a  
Centex Home Equity Corp.,  
Plaintiff

vs.

Mary Jo Meholick and  
Joseph E. Bernardo,  
Defendants

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: NO. 05-1877-CD  
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NOTICE TO PLEAD

TO: Centex Home Equity

You are hereby notified to plead to the enclosed Preliminary Objections within  
twenty (20) days from service hereof or a default judgment may be entered against you.



---

Robin Jean Foor  
PA ID # 41520  
MidPenn Legal Services Inc.  
211 East Locust Street  
Clearfield, PA 16803  
(814)765-9646

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

Centex Home Equity	:
Company, LLC f/k/a	:
Centex Home Equity Corp.,	:
Plaintiff	:
	:
vs.	: NO. 05-1877-CD
	:
Mary Jo Meholick and	:
Joseph E. Bernardo,	:
Defendants	:

DEFENDANT JOSEPH BERNARDO'S OBJECTIONS TO PLAINTIFF'S AMENDED  
COMPLAINT

Defendant, Joseph E. Bernardo, by and through his attorneys Robin Jean Foor, Esquire and MidPenn Legal Services, preliminarily objects to the complaint filed in the above-captioned matter as set forth below:

1. Plaintiff instituted an action in mortgage foreclosure in the above captioned matter.
2. Plaintiff's complaint essentially alleges that defendants are in default of a residential mortgage which defendants entered into with the Plaintiff. Plaintiff seeks judgment against the defendants in mortgage foreclosure in the sum of \$32, 550.38 plus interest, costs and attorney's fees, and for the foreclosure and sale of the mortgaged premises.
3. Plaintiff has failed to comply with the notice requirements of both Act 6 and Act 91(Pennsylvania's Homeowner's Emergency Mortgage Assistance Act), which are found at 41 P.S. 403(b) and 35 P.S. 1680.401c(a) respectively.
4. Defendant Joseph Bernardo filed preliminary objections to the complaint and Plaintiff served Defendant with the appropriate notice and filed an Amended Complaint.
5. The Act 6 and Act 91 Notice stayed the action for thirty days until March 7, 2006.
6. Defendant's twenty days to respond to the Complaint began to run on March 7, 2006.

7. Under Act 6, notice of a mortgagee's intention to foreclose shall clearly and conspicuously state "(3) The right of the Debtor to cure the default... and exactly what performance including what sum of money, if any, must be tendered to cure the default." 41 P.S. 403(c)(3).

8. Defendant attempted to obtain the exact amount of the default through plaintiff's counsel. Defendant's counsel first contacted plaintiff's counsel on or about February 8, 2006 and requested the exact amount to cure the default. After receiving no response, defendant's counsel again contacted Plaintiff's counsel on February 21, 2006. Finally on or about March 1, 2006, plaintiff's counsel's office instructed defendant's counsel to contact the Plaintiff directly. Defendant's counsel immediately did so. Plaintiff's representative declined to give defendant's counsel any information. So defendant contacted plaintiff's representative for a pay off amount. Defendant was told that they could not give him an exact amount as there were attorney's fees that would have to be included in the amount.

9. Act 6 clearly provides that "no attorney's fees may be charged for legal expenses incurred prior to or during the thirty-day notice period provided in section 403 of this act." 41 P.S. 406(3).

10. The failure to comply with the provisions of Act 6 deprives this court of jurisdiction to hear this matter.

WHEREFORE, Defendant, Joseph E. Bernardo, requests that the complaint be dismissed pursuant to Pa.R.C.P. 1028(a)(4) for failing to comply with provisions of Act 6 as set forth at 41 P.S. 404 and 406, respectively and /or for lack of jurisdiction pursuant to Pa.R.C.P. 1028(a)(1).




---

Robin Jean Foor  
Attorney for Joseph E. Bernardo  
PA ID # 41520  
MidPenn Legal Services Inc.  
211 East Locust Street  
Clearfield, PA 16803  
(814)765-9646

## VERIFICATION

I verify that the statements made in the Preliminary Objections are true and correct. I understand that false statements herein are made subject to the penalties of Pa.C.S. 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Joseph E. Bernardo

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

Centex Home Equity	:
Company, LLC f/k/a	:
Centex Home Equity Corp.,	:
Plaintiff	:
	:
vs.	: NO. 05-1877-CD
	:
Mary Jo Meholick and	:
Joseph E. Bernardo,	:
Defendants	:

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, upon  
consideration of Defendant Joseph E. Bernardo's preliminary objection to the complaint  
of the plaintiff Centex Home Equity for failure to conform to the requirements of 41 P.S.  
404 and 406, it is hereby ORDERED that Defendant Joseph E. Bernardo's preliminary  
objection is sustained and the complaint of the plaintiff is stricken.

BY THE COURT:

\_\_\_\_\_  
Judge

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

**Centex Home Equity  
Company, LLC f/k/a  
Centex Home Equity Corp.,  
Plaintiff**

**VS.**

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: NO. 05-1877-CD

Mary Jo Meholick and  
Joseph E. Bernardo,  
Defendants

## ORDER

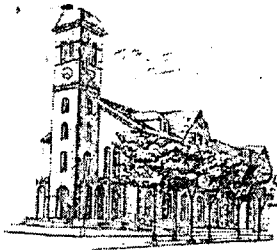
AND NOW, this 24<sup>th</sup> day of March, 2006, upon consideration of Defendant Joseph Bernardo's Preliminary Objections filed in the above captioned matter, it is the Order of the Court that argument has been scheduled for the 18<sup>th</sup> day of April, 2006 at 11:00 o'clock A.m. in Courtroom # 7, Clearfield County Courthouse, Clearfield, PA.

By the Court:

Frederick C. Zimmerman

FREDRIC J. AMMERMAN  
President Judge

FILED 400  
019:44 B1 Amy Fear  
MAR 28 2006  
William A. Shroy  
Prothonotary/Clerk of Courts  
EC



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 3/28/06

X You are responsible for serving all appropriate parties.

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

           Plaintiff(s)/Attorney(s)

           Defendant(s)/Attorney(s)

           Other

           Special Instructions:

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

Centex Home Equity  
Company, LLC f/k/a/  
Centex Home Equity Corp.,  
Plaintiff

vs.

Mary Jo Meholick and  
Joseph E. Bernardo,  
Defendant

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\* NO.: 05-1877-CD  
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\* Type of Case: Mortgage Foreclosure  
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\* Type of Pleading: Certificate of  
\* Service  
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\*  
\* Filed on Behalf of: Joseph E. Bernardo  
\*  
\* Counsel of Record for this Party:  
\* Robin Jean Foor, Esquire  
\*  
\* Supreme Court No.: 41520  
\*  
\* MidPenn Legal Services  
\* 211 East Locust Street  
\* Clearfield, PA 16830  
\* (814)765-9646

FILED <sup>icc</sup>  
APR 03 2006 <sup>Any</sup>  
(initials)

William A. Shaw  
Prothonotary/Clerk of Courts



1. **James Home Equity**  
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 100. **James Home Equity**

00-7761-20.OM:

Mary A. McEllick and  
Joseph A. McEllick  
12. 1904

Below caption & matter to the following individual by first class mail, postpaid:

Received a copy of Defendant Joseph E. Berman's Preliminary Objections filed in the

Robin Jean Fourn, Respondent, hereby certify that on the 28<sup>th</sup> day of March, 2004, I

11-25-77 10033  
1000000  
KONTZKY, LLP  
JAMES SMITH, DIETRICK &  
Scott A. Dietrich, Esq.

(814) 662-9646  
Cleveland, PA 44103  
211 East Second Street  
Midwestern Legal Services Inc.  
PA ID # 41320  
Robin Jean Peor

**William A. Shaw**  
Prothonotary/Clerk of Courts

**FILED**  
**APR 03 2006**

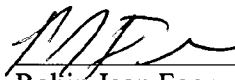
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

Centex Home Equity	:
Company, LLC f/k/a	:
Centex Home Equity Corp.,	:
Plaintiff	:
	:
vs.	: NO. 05-1877-CD
	:
Mary Jo Meholick and	:
Joseph E. Bernardo,	:
Defendants	:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 28<sup>th</sup> day of March, 2006, I served a copy of Defendant Joseph E. Bernardo's Preliminary Objections filed in the above captioned matter to the following individual by first class mail, postage prepaid:

Scott A. Dietterick, Esquire  
JAMES, SMITH, DIETTERICK &  
CONNELLY, LLP  
PO Box 650  
Hershey, PA 17033



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Robin Jean Foor  
PA ID # 41520  
MidPenn Legal Services Inc.  
211 East Locust Street  
Clearfield. PA 16803  
(814)765-9646

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

**FILED** *no cc*  
*mjl:10.61*  
APR 13 2006

William A. Shaw  
Prothonotary/Clerk of Courts

NO.: 2005-1877 CD

Plaintiff

vs.

TYPE OF PLEADING

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**CIVIL ACTION – SECOND AMENDED  
COMPLAINT IN MORTGAGE  
FORECLOSURE**

FILED ON BEHALF OF:

Centex Home Equity Company, LLC f/k/a Centex  
Home Equity Corp.

Plaintiff,  
COUNSEL OF RECORD FOR THIS  
PARTY:

Scott A. Dietterick, Esquire

Pa. I.D. #55650

TO: DEFENDANT(s)

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT  
MAY BE ENTERED AGAINST YOU.

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:

350 Highland Drive  
Lewisville, TX 75067

AND THE DEFENDANT(S)

RR 2 Box 55B, Dubois, PA 15801

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION

I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS  
RD 2 Box 29, Dubois, PA 15801

\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

**JAMES, SMITH, DIETTERICK &  
CONNELLY LLP**

P.O. Box 650  
Hershey, PA 17033

(717) 533-3280

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §1692 ET SEQ. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF, IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877 CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claim 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 SHOULD 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.

**NOTICE TO DEFEND**

David S. Meholick, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641 ext 5982

**LAWYER REFERRAL SERVICE**

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877 CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**AVISO**

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro do los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencencia escrita y redicanco en la Courte por escrito sus defensas de, y objecciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877 CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**CIVIL ACTION – SECOND AMENDED  
COMPLAINT IN MORTGAGE FORECLOSURE**

And now comes Centex Home Equity Company, LLP f/k/a Centex Home Equity Corp.,  
by its attorneys, James, Smith, Dietterick & Connelly, LLP and files this Second Amended  
Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is Centex Home Equity Company, LLP f/k/a Centex Home Equity Corp., which has its principal place of business at 350 Highland Drive, Lewisville, Texas 75067.
2. The Defendants, Mary Jo Meholick and Joseph E. Bernardo, are individuals whose last known address is RR 2 Box 55B, Dubois, Pennsylvania 15801.
3. On or about August 10, 2000, Defendants executed a Note in favor of Plaintiff in the original principal amount of \$27,546.57.
4. On or about August 10, 2000, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Plaintiff a Mortgage in the original principal amount of \$27,546.57 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 22, 2000, as instrument number

200012255. A true and correct copy of said Mortgage containing a description of the mortgaged premises is marked Exhibit "A", attached hereto and made a part hereof.

5. Defendants are the record and real owners of the aforesaid mortgaged premises.

6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.

7. On or about October 17, 2005, Defendant, Mary J. Meholick, was mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

8. On or about February 1, 2006, Defendant, Joseph E. Bernardo, was mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

9. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$27,174.76
Interest through 11/22/05	\$ 1,462.00
Late Charges	\$ 154.05
Plaintiff Advances	\$ 61.47
Less Unapplied Balance	(\$ 51.90)
Attorneys' fees	\$ 1,250.00
Court, Sheriff and Title Costs	\$ <u>2,500.00</u>
<b>TOTAL</b>	<b>\$32,550.38</b>

plus interest on the principal sum (\$27,174.76) from November 22, 2005, at the rate of \$11.16 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.



WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$32,550.38, with interest thereon at the rate of \$11.16 per diem from November 22, 2005, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

Respectfully Submitted:

JAMES SMITH-DIETTERICK & CONNELLY LLP

BY: 

\_\_\_\_\_  
Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA I.D. # 55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

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

**EXHIBIT "A"**

PREPARED BY:  
CENTEX HOME EQUITY CORPORATION  
P.O. BOX 199111, FINAL DOCS  
Dallas, TX 75219

Parcel Number:  
0

*Due to Seller*

MARK L. STARK REGISTER AND RECORDER CLEARFIELD COUNTY Pennsylvania	INSTRUMENT NUMBER 200012255 RECORDED ON AUG 22, 2000 10:34:42 AM	RECEIVED FEE - \$25.00 COUNTY IMPROVEMENT \$1.00 FEE RECEIVED IMPROVEMENT FUND \$1.00 STATE MORT TAX \$0.30 TOTAL \$27.30
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[Space Above This Line For Recording Date]

243504138

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 10, 2000  
MARY JO MEEHLICK AND  
JOSEPH E. BERNARDO AS JOINT TENANTS

The mortgagor is

("Borrower"). This Security Instrument is given to

CENTEX HOME EQUITY CORPORATION

which is organized and existing under the laws of THE STATE OF NEVADA  
address is 2828 NORTH HARWOOD, DALLAS, TX 75201-1516

and whose

("Lender"). Borrower owes Lender the principal sum of

TWENTY SEVEN THOUSAND FIVE HUNDRED FORTY SIX & 57/100

Dollars (U.S. \$

27,546.57

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 AUGUST 15, 2015. 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:

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

which has the address of RD 2 BOX 29, DUBOIS

[State, City],

Pennsylvania 15801

[Zip Code] ("Property Address");

PENNSYLVANIA- Single Family -FNMA/FHLMC  
UNIFORM INSTRUMENT Form 2025 9/90  
-EN(PA) 2001

Page 1 of 7

VAP MORTGAGE FORMS - (800) 221-7231



#2000070077

ALL of that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, said point being on the Northern line of the Pennsylvania Railroad old right-of-way and South 65 degrees 33' West three hundred ninety three and seven tenths (393.7) feet from the centerline of the road leading to Home Camp; thence by said right-of-way South 65 degrees 35' West one hundred fifty and five tenths (150.5) feet to a point; thence by lands of former grantor North 28 degrees 21' West four hundred seventy eight and six tenths (478.6) feet to an iron pipe on old abandoned township road; thence by said abandoned road North 84 degrees 14' East one hundred sixty two and five tenths (162.5) feet to an iron pipe; thence by lands conveyed to Albert J. Renner South 28 degrees 21' East four hundred twenty five and three tenths (425.3) feet to the place of beginning. CONTAINING 1.83 acres, more or less.

BEING KNOWN AS PARCEL NUMBER 128-003-0-48

(2000070071.PFD/2000070071P)

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 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 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 attain priority over this Security Instrument, and leasehold 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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. 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 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; 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 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.

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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 (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 condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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 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.

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 Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for 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-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 to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

24. **Reinstatement Period.** Borrower's time to 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)]

- ☐ Adjustable Rate Rider  
☒ Graduated Payment Rider  
☐ Balloon Rider  
☐ VA Rider

- ☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Rate Improvement Rider  
☐ Other(s) (specify)

- ☐ 1-4 Family Rider  
☐ Biweekly Payment Rider  
☐ Second Home Rider

243504138

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:

[Signature]

MARY JO MEHOLICK (Seal)  
-Borrower

JOSEPH E. BERNARDO (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Certificate of Residence

I, DIANA COUNTS  
the within-named Mortgagee is

. do hereby certify that the correct address of

Witness my hand this

2828 NORTH HARWOOD, DALLAS, TX 75201-1516  
day of

DIANA COUNTS

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

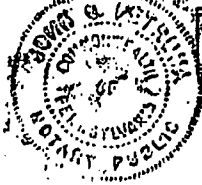
On this, the 10<sup>TH</sup> day of AUGUST, 2000, before me, the undersigned officer,  
personally appeared MARY JO MEHOLICK

person whose name IS subscribed to the within instrument and acknowledged that SAE known to me (or satisfactorily proven) to be the  
executed the same for the purposes herein contained.

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

My Commission Expires:

4 26 3



Notarial Seal  
John G. Petrus, Notary Public  
St. Marys, Elk County  
My Commission Expires Apr. 28, 2003  
Member, Pennsylvania Association of Notaries

[Signature]  
NOTARY PUBLIC  
Title of Officer

# BALLOON RIDER

243504138

THIS BALLOON RIDER is made this 10th day of AUGUST, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to

## CENTEX HOME EQUITY CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

RD 2 BOX 29, DUBOIS PENNSYLVANIA 15801

(Property Address)

The term of the loan is 180 months. As a result, you will be required to repay the entire principal balance and any accrued interest then owing 180 months from the date on which the loan is made.

The Lender has no obligation to refinance this loan at the end of its term. Therefore, you may be required to repay the loan out of assets you own or you may have to find another Lender willing to refinance this loan.

Assuming this Lender or another Lender refinances this loan at maturity, you will probably be charged interest at market rates prevailing at that time and such rates may be higher than the interest rate on this loan. You may also have to pay some or all of the closing costs normally associated with a new mortgage loan.

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

MARY JO BERNHART (Seal)  
Borrower

JOSEPH E. BERNARDO (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

CESTOU (012098)

(Sign Original Only)

# *Mortgage*

Between:

Mary Jo Meholic and  
Joseph E. Bernardo as  
joint tenants

---

and

Centex Home Equity Corporation

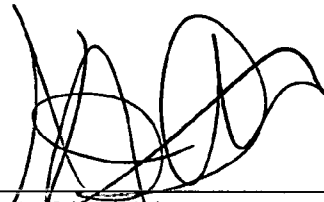
---

Mail To:

Direct Settlement Services  
300 Penn Center Boulevard  
Suite 903  
Pittsburgh, Pa. 15235

**VERIFICATION**

I, Scott A. Dietterick, Attorney for Centex Home Equity Company, LLC, depose and say subject to the penalties of 18 Pa.C.S.A., sec. 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Second Amended Complaint in Mortgage Foreclosure are true and correct to the best of my information, knowledge and belief.

A handwritten signature in black ink, consisting of stylized, overlapping loops and curves, positioned above a horizontal line.

Scott A. Dietterick  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877 CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

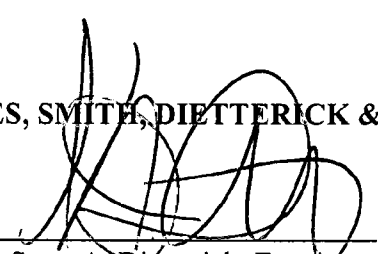
**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing Second Amended Complaint was served on the following this 11th day of April, 2006, via First Class U. S. Mail, Postage Pre-paid:

Robin Jean Foor, Esquire  
Mid Penn Legal Services  
211 East Locust Street  
Clearfield, PA 16830

**JAMES, SMITH, DIETTERICK & CONNELLY LLP**

BY

  
\_\_\_\_\_  
Scott A. Dietterick, Esquire  
PA I.D. #55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

No.: 05-1877 CD

Plaintiff,

ISSUE NUMBER:

vs.

TYPE OF PLEADING:

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

**PRAECIPE FOR DEFAULT JUDGMENT  
UPON JOSEPH E. BERNARDO, ONLY**  
(Mortgage Foreclosure)

Defendants.

FILED ON BEHALF OF:

Centex Home Equity Company, LLC f/k/a  
Centex Home Equity Corp.  
Plaintiff

I Hereby certify that the last known address  
of Defendant(s) is/are:

Joseph E. Bernardo

RR 2 Box 55B, Dubois, PA 15801

2072 Old Route 255, Dubois, PA 15801

c/o Robin Jean Ebor, Esquire

211 East Locust Street, Clearfield, PA 16830

COUNSEL OF RECORD FOR THIS  
PARTY:

Scott A. Dietterick, Esquire  
Pa. I.D. #55650

Attorney for Plaintiff

JAMES, SMITH, DIETTERICK &  
CONNELLY LLP  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

FILED

MAY 19 2006

11:30 AM  
William A. Shaw

Prothonotary/Clerk of Courts

CERT COPY w/NOTICE TO  
BERNARDO AT TWO ADDRESSES

ATTN: FOO, +

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY  
SIR/MADAM:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant, Joseph E. Bernardo, ONLY, in the amount of \$34,014.98 which is itemized as follows:

Principal	\$27,174.76
Interest through 2/1/06	\$ 2,254.36
Late Charges	\$ 206.25
Plaintiff Advances	\$ 61.47
Less Unapplied Balance	(\$ 51.90)
Attorneys' fees	\$ 1,250.00
Court, Sheriff and Title Costs	\$ <u>2,500.00</u>
TOTAL	\$33,394.94

plus interest on the principal sum (\$27,174.76) from February 1, 2006, at the rate of \$11.16 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

By: 

Scott A. Dietterick, Esquire

Attorney for Plaintiff

PA I.D. #55650

P.O. Box 650

Hershey, PA 17033

(717) 533-3280



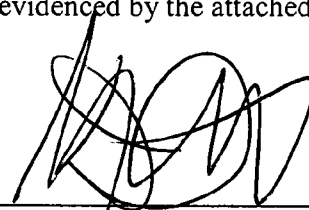
AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATE OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.



\_\_\_\_\_  
Scott A. Dietterick, Esquire

Sworn to and subscribed before me

this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Joseph E. Bernardo

( ) Plaintiff  
(XXX) Defendant  
( ) Additional Defendant

You are hereby notified that an Order, Decree or  
Judgment was entered in the above captioned proceeding  
on \_\_\_\_\_.

( ) A copy of the Order or Decree is enclosed,  
or  
(XXX) The judgment is as follows: \$33,394.94

plus interest on the principal sum (\$27,174.76) from February 1, 2006, at the rate of \$11.16 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

\_\_\_\_\_  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101234  
NO: 05-1877-CD  
SERVICE # 1 OF 1  
AMENDED COMPLAINT IN MORTGAGE

FORECLOSURE

PLAINTIFF: CENTEX HOME EQUITY COMPANY, LLC  
vs.  
DEFENDANT: MARY JO MEHOLICK and JOSEPH E. BERNARDO

COPY

SHERIFF RETURN

NOW, February 08, 2006 AT 2:20 PM SERVED THE WITHIN AMENDED COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH E. BERNARDO DEFENDANT AT 2072 OLD RT. 255, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KARI ADAMS, GIRLFRIEND/ADULT AT RESIDENCE A TRUE AND ATTESTED COPY OF THE ORIGINAL AMENDED COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	JAMES	56957	10.00
SHERIFF HAWKINS	JAMES	56957	51.82

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**IMPORTANT NOTICE**

TO: Joseph E. Bernardo  
RR 2 Box 55B  
Dubois, PA 15801

DATE OF NOTICE: May 3, 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 YOUR 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.

**NOTICE TO DEFEND**

David S. Meholic, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641 ext 5982

**LAWYER REFERRAL SERVICE**

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**AVISO IMPORTANTE**

A. Joseph E. Bernardo

FECHA DEL AVISO: May 3, 2006

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED TOME ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

**NOTICE TO DEFEND**

David S. Meholic, Court Admin.  
Clearfield County Courthouse  
Clearfield, PA 16830  
Phone (814) 765-2641 ext 5982

**LAWYER REFERRAL SERVICE**

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
Phone (800) 692-7375

JAMES, SMITH, DIETTERICK & CONNELLY LLP

DATE: 5/3/06

BY: 

Scott A. Dietterick, Esquire

PA I.D. #55650

Attorneys for Plaintiff

P.O. Box 650

Hershey, PA 17033

FIRST CLASS U.S. MAIL, POSTAGE PREPAID (717) 533-3280

cc: Robin Jean Foor, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY COMPANY, LLC  
f/k/a CENTEX HOME EQUITY CORP.,

Plaintiff

Docket No.: 05-1877 CD

v.

Execution No.:

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants

**PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)**

To the Prothonotary of Clearfield County:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER  
ON THE FOLLOWING DESCRIBED REAL ESTATE:

See Exhibit "A" attached.

Amount Due \$ 33,394.94

Interest from 2/1/06 2,700.72  
to date of sale

Costs (Costs to be added)

**Total** \$ 36,095.66

JAMES, SMITH, DIETTERICK & CONNELLY LLP

Date: 5/29/06

BY: 

Scott A. Dietterick, Esquire  
PA ID #55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280  
Attorney for Plaintiff

**FILED**

**MAY 26 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

2 ~~Writs~~ ~~CFR~~  
w/ 6 Writs to SHAL  
2 ~~CFR~~ w/ 2  
Writs to  
ATTY

Exhibit "A"

**LEGAL DESCRIPTION**

ALL of that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, said point being on the Northerly line of the Pennsylvania Railroad old right-of-way and South 65° 33' West three hundred ninety three and seven tenths (393.7) feet from the centerline of the road leading to Home Camp; thence by said right-of-way South 65° 35' West one hundred fifty and five tenths (150.5) feet to a point; thence by lands of former grantor North 28° 21' West four hundred seventy eight and six tenths (478.6) feet to an iron pipe on old abandoned township road; thence by said abandoned road North 84° 14' East one hundred sixty two and five tenths (162.5) feet to an iron pipe; thence by lands conveyed to Albert J. Renner South 28° 21' East four hundred twenty five and three tenths (425.3) feet to the place of beginning. CONTAINING 1.63 acres, more or less.

Parcel No. 128-D3-48

Property: RD 2, Box 29, Dubois, PA 15801

BEING the same premises which Mary Jo Meholick, a single person and Lawrence Meholick, a single person, by Deed dated July 27, 2000 and recorded on July 27, 2000 in and for Clearfield County, as instrument number 20010130 granted and conveyed unto Mary Jo Meholick and Joseph E. Bernardo, both singles individuals as Tenants in Common.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**WRIT OF EXECUTION**

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:

See attached Exhibit "A"

AMOUNT DUE	\$33,394.94
INTEREST from <u>2/1/06</u> to day of sale	\$ <u>2,700.72</u>
TOTAL	<u>\$36,095.66</u>

(Costs to added)

**Prothonotary costs** 2145.00

Prothonotary:

By: 

Clerk

Date: 5-26-06



Exhibit "A"

**LEGAL DESCRIPTION**

ALL of that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, said point being on the Northerly line of the Pennsylvania Railroad old right-of-way and South 65° 33' West three hundred ninety three and seven tenths (393.7) feet from the centerline of the road leading to Home Camp; thence by said right-of-way South 65° 35' West one hundred fifty and five tenths (150.5) feet to a point; thence by lands of former grantor North 28° 21' West four hundred seventy eight and six tenths (478.6) feet to an iron pipe on old abandoned township road; thence by said abandoned road North 84° 14' East one hundred sixty two and five tenths (162.5) feet to an iron pipe; thence by lands conveyed to Albert J. Renner South 28° 21' East four hundred twenty five and three tenths (425.3) feet to the place of beginning. CONTAINING 1.63 acres, more or less.

Parcel No. 128-D3-48

Property: RD 2, Box 29, Dubois, PA 15801

BEING the same premises which Mary Jo Meholick, a single person and Lawrence Meholick, a single person, by Deed dated July 27, 2000 and recorded on July 27, 2000 in and for Clearfield County, as instrument number 20010130 granted and conveyed unto Mary Jo Meholick and Joseph E. Bernardo, both singles individuals as Tenants in Common.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Centex Home Equity Company, LLC f/k/a Centex Home Equity Corp., Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located at R.D. 2, Box 29, Dubois, Clearfield County, Pennsylvania 15801:

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

MARY JO MEHOLICK

100 E. Washington Avenue  
Dubois, PA 15801  
and  
c/o David P. King, Esquire  
P.O. Box 1016  
23 Beaver Drive  
DuBois, PA 15801

JOSEPH E BERNARDO

RR 2, Box 55B  
Dubois, PA 15801  
and  
2072 Old Route 255  
Dubois, PA 15801  
and  
c/o Robin Jean Foor  
211 East Locust Street  
Clearfield, PA 16830

2. Name and Address of Defendant(s) in the Judgment:

MARY JO MEHOLICK

100 E. Washington Avenue  
Dubois, PA 15801  
and  
c/o David P. King, Esquire  
P.O. Box 1016  
23 Beaver Drive  
DuBois, PA 15801

JOSEPH E BERNARDO

RR 2, Box 55B  
Dubois, PA 15801  
and  
2072 Old Route 255  
Dubois, PA 15801  
and  
c/o Robin Jean Foor  
211 East Locust Street  
Clearfield, PA 16830

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

CENTEX HOME EQUITY COMPANY, LLC  
f/k/a CENTEX HOME EQUITY CORP.

Plaintiff

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

CENTEX HOME EQUITY COMPANY, LLC  
f/k/a CENTEX HOME EQUITY CORP.

Plaintiff

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

CLEARFIELD COUNTY TAX CLAIM BUREAU

Clearfield County Courthouse  
230 E. Market Street, Suite 121  
Clearfield, PA 16830

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:

NONE

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:

CLEARFIELD COUNTY DOMESTIC RELATIONS  
OFFICE

Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

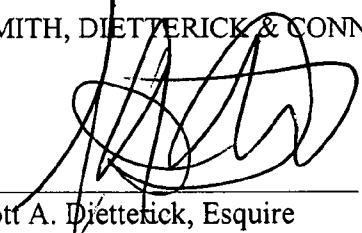
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

JAMES, SMITH, DIETTERICK & CONNELLY LLP

DATED:

3/24/06

BY:

  
\_\_\_\_\_  
Scott A. Dietterick, Esquire  
Attorneys for Plaintiff  
PA ID #55650  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/ CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**PRAECIPE TO SATISFY**

TO THE PROTHONOTARY:

Please mark the judgment filed at the above-captioned term and number satisfied without prejudice.

Respectfully Submitted:

JAMES, SMITH, DIETTERICK & CONNELLY LLP

DATE: 7/6/06

BY: 

Scott A. Dietterick, Esquire  
PA I.D. #55650  
Attorneys for Plaintiff  
P.O. Box 650  
Hershey, PA 17033  
(717) 533-3280

**FILED**

JUL 10 2006  
WILLIAM A. SHAW  
Prothonotary/Clerk of Courts

CEN 11/17  
✓ 11/17/06 SATISFIED

**FILED**  
JUL 10 2006  
Prothonotary/Clerk of Courts  
William A. Shaw  
2-3-06  
3338484

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Centex Home Equity Company, LLC  
Centex Home Equity Corp.

No.: 2005-01877-CD

Vs.

Debt: \$33,394.94

Mary Jo Meholick  
Joseph E. Bernardo

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Monday, July 10, 2006, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 10th day of July, A.D. 2006.

\_\_\_\_\_  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20367  
NO: 05-1877-CD

PLAINTIFF: CENTEX HOME EQUITY COMPANY, LLC F/K/A CENTEX HOME EQUITY COMPANY, LLC  
vs.  
DEFENDANT: MARY JO MEHOLICK AND JOSEPH E. BERNARDO

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/30/2006

LEVY TAKEN 06/28/2006 @ 11:30 AM

POSTED 06/28/2006 @ 11:30 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 01/08/2007

DATE DEED FILED **NOT SOLD**

FILED  
01/08/2007  
JAN 08 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

06/30/2006 @ 11:30 AM SERVED MARY JO MEHOLICK

SERVED MARY JO MEHOLICK, DEFENDANT, AT HER PLACE OF EMPLOYMENT, ITALIAN OVEN, DUBOIS MALL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY JO MEHOLICK

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

06/28/2006 @ 11:30 AM SERVED JOSEPH E. BERNARDO

SERVED JOSEPH E. BERNARDO, DEFENDANT, AT HIS RESIDENCE 2072 OLD ROUTE 255, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOSEPH E. BERNARDO

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW JULY 6, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 1, 2006. THE DEFENDANTS CURED THE DEFAULT IN THE AMOUNT OF \$4,293.67.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20367  
NO: 05-1877-CD

PLAINTIFF: CENTEX HOME EQUITY COMPANY, LLC F/K/A CENTEX HOME EQUITY COMPANY, LLC  
vs.  
DEFENDANT: MARY JO MEHOLICK AND JOSEPH E. BERNARDO

Execution REAL ESTATE


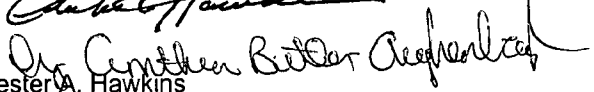
SHERIFF RETURN

---

SHERIFF HAWKINS \$306.28

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CENTEX HOME EQUITY  
COMPANY, LLC f/k/a CENTEX  
HOME EQUITY CORP.,

CIVIL DIVISION

NO.: 2005-1877-CD

Plaintiff

vs.

MARY JO MEHOLICK and  
JOSEPH E. BERNARDO,

Defendants.

**WRIT OF EXECUTION**

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:

See attached Exhibit "A"

AMOUNT DUE	\$33,394.94
INTEREST from <u>2/1/06</u> to day of sale	\$ <u>2,700.72</u>
TOTAL	\$36,095.66

(Costs to added)

Prothonotary costs 145.00

Prothonotary:

By: 

Clerk

Date: 5-26-06

Received May 26, 2006 @ 3:25 P.M.  
Chester A. Hawkins  
by Cynthia Butler-Coughlan

Exhibit "A"

**LEGAL DESCRIPTION**

ALL of that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, said point being on the Northerly line of the Pennsylvania Railroad old right-of-way and South  $65^{\circ} 33'$  West three hundred ninety three and seven tenths (393.7) feet from the centerline of the road leading to Home Camp; thence by said right-of-way South  $65^{\circ} 35'$  West one hundred fifty and five tenths (150.5) feet to a point; thence by lands of former grantor North  $28^{\circ} 21'$  West four hundred seventy eight and six tenths (478.6) feet to an iron pipe on old abandoned township road; thence by said abandoned road North  $84^{\circ} 14'$  East one hundred sixty two and five tenths (162.5) feet to an iron pipe; thence by lands conveyed to Albert J. Renner South  $28^{\circ} 21'$  East four hundred twenty five and three tenths (425.3) feet to the place of beginning. CONTAINING 1.63 acres, more or less.

Parcel No. 128-D3-48

Property: RD 2, Box 29, Dubois, PA 15801

BEING the same premises which Mary Jo Meholick, a single person and Lawrence Meholick, a single person, by Deed dated July 27, 2000 and recorded on July 27, 2000 in and for Clearfield County, as instrument number 20010130 granted and conveyed unto Mary Jo Meholick and Joseph E. Bernardo, both singles individuals as Tenants in Common.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME MARY JO MEHOLICK

NO. 05-1877-CD

NOW, January 06, 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 Mary Jo Meholick And Joseph E. Bernardo 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 \$4,293.67 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	85.87
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	16.91
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	4,293.67
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$306.28</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	33,394.94
INTEREST @	0.00
FROM TO	
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	2,700.72
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$36,135.66</b>

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	306.28
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$451.28</b>

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

CHESTER A. HAWKINS, Sheriff

Fax: 717.533.2795



P.O. BOX 650  
HERSHEY, PA 17033

Courier Address:  
154 SIFE AVENUE  
HUNNELLSTOWN, PA 17038

TEL. 717.533.0280

WWW.JSDC.COM

July 6, 2006

*Via Facsimile Only 814-765-5915*

Office of the Sheriff  
ATTN: REAL ESTATE DEPT.  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

**RE: Centex Home Equity Company, LLC**  
**vs.**  
**Mary Jo Meholick and Joseph E. Bernardo**  
**Docket No. 2005-1877 CD**  
**Sheriff Sale Date: September 1, 2006**  
**Our File No. 05-7892**

Dear Sir or Madam:

Please consider this correspondence a formal request to **stay** the sheriff sale scheduled for September 1, 2006 in the above-referenced matter. Plaintiff received \$4,293.67 to reinstate the above mortgage. Please refund any excess from our advance or bill our office for any additional funds due.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

JAMES SMITH DIETTERICK & CONNELLY LLP



Scott A. Dietterick  
SAD:mse

cc: Angelina Anderson, Centex (Loan No. 0243504138)

GARY L. JAMES  
MAX J. SMITH, JR.  
JOHN J. CONNELLY, JR.  
SCOTT A. DIETTERICK  
JAMES F. SPADE  
MATTHEW CHABAL, III  
GREGORY K. RICHARDS  
SUSAN M. KADEL  
JAFAD W. HANDELMAN  
DONNA M. MULLIN  
EDWARD P. SEEBER  
NEIL W. YAHN  
COURTNEY L. KISHEL  
KIMBERLY A. DEWITT  
JEFFREY M. MCCORMICK

OF COUNSEL:  
BERNARD A. RYAN, JR.