

06-65-CD  
LaSalle Bank et al vs Randall Peters

2006-65-CD  
LaSalle Bank et al vs Randall Peters et al

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERN, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street,  
P.O. Box 29,  
Lansdale, PA 19446-0029

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-  
PLAINTIFF,

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S)

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

FILED  
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W

William A. Shaw  
Prothonotary

COMPLAINT - CIVIL ACTION

MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

CLEARFIELD COUNTY COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

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

NOTICIA

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

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

CLEARFIELD COUNTY COURT ADMINISTRATOR  
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ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO:

### COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff hereby complains against Defendant(s) as follows:

1. Plaintiff is LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2, ("Plaintiff"), with an address in care of WILSHIRE CREDIT CORPORATION, 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005.

2. Plaintiff is the current holder of the mortgage described below (the "Mortgage"):

(a) Parties to Mortgage:

Mortgagee: People's Choice Home Loan, Inc.

Mortgagor: Randall W. Peters and Deborah Peters

(b) Date of Mortgage: 12/26/2002

(c) Place and Date of Record of Mortgage:

Recorder of Deeds  
Clearfield  
Instrument Number: 200300190  
Date: 1/7/2003

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

(d) Assignment:

Assignor: People's Choice Home Loan, Inc.  
Assignee: LaSalle Bank National Association, as Trustee for  
Structured Asset Investment Loan Trust Series  
2003-BC2  
Date of Assignment: 12/31/2002  
Recording Date: 10/10/2005  
Instrument Number: 200517082

3. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment.

4. Contemporaneous with execution of the Mortgage, Defendant(s) executed a note (the 'Note'). A true and correct copy of the Note is attached hereto and marked as Exhibit "B."

5. The real property that is subject to the Mortgage is generally known as RR1 Box 474, Curwensville, PA, 16833. A true and correct copy of the legal description is attached hereto and marked as Exhibit "C."

6. The name and mailing address of Defendant(s) is: Randall W. Peters and Deborah Peters, 68 Skinner Lane, Curwensville, PA 16833.

7. The interest of Defendant(s) is as Mortgagor, Real Owner, or both.
8. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of June 01, 2005, and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

9. The following amounts are due as of January 10, 2006:

Principal of Mortgage debt due and unpaid	\$63,837.68
Interest currently due and owing at 10.800 % per annum calculated from May 01, 2005, currently at \$ 18.89 each day	\$4,816.95
Broker's Price Opinion	\$ 200.00
Certified Mail Costs	\$ 3.45
Late Charges at \$30.27 and for each month hereafter	\$ 242.16
Title Search	\$ 195.00
Court Costs (filing and service)	\$ 185.00
Attorneys' Fees	\$1,250.00
Escrow Advance	\$2,179.58
Suspense	(\$605.46)
<b><u>TOTAL</u></b>	<b><u>\$72,304.36</u></b>

10. Interest accrues at a per diem rate of \$ 18.89 each day that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.

11. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.

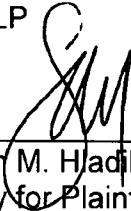
12. Notice pursuant to Act 91/160, was sent to Defendant, Randall Peters on July 31, 2005 and Deborah Peters on September 21, 2005. A true and correct copy of the Notice sent to Defendant(s) is attached hereto and marked as Exhibit "D."

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant(s), in the amount set forth in paragraphs 9 and 10, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

Respectfully submitted,

KERNS, PEARLSTINE, ONORATO &  
FATH, LLP

Date: 1/10/06

BY:   
Stephen M. Hladik, Esquire  
Attorney for Plaintiff

(File #16-771)

## VERIFICATION

Stephen M. Hladik, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to take this Verification on behalf of said Plaintiff, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. Due to the Plaintiff being out of the state and jurisdiction, counsel has been unable to obtain the Plaintiff's verification at this time, which verification, when received, shall be substituted in place and in stead of this verification.

The undersigned understands that this statement herein is made subject to the penalties of 18 PA. C.S. §4904, relating to unsworn falsification to authorities.

Date: 1/10/06



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Stephen M. Hladik, Esquire  
Attorney for Plaintiff

KAREN L. STARN  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200300190  
RECORDED ON  
Jan 07, 2003  
11:14:06 AM  
Total Pages: 17

RECORDING FEES -	\$37.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT FUND	\$3.00
JCS/ACCESS TO JUSTICE	\$0.50
STATE WRIT TAX	\$0.50
<b>TOTAL</b>	<b>\$56.50</b>

FIDELITY CLOSING SERVICES

10040424  
WL 36  
1-7-03 Peters  
Re-7786692

Prepared By:

Pam Ingalls  
7525 Irvine Center Drive Suite 250,  
Irvine, CA 92618

Parcel Number:  
126-h9-252

PLEASE RETURN TO:

**FIDELITY CLOSING SERVICE LLC**  
325 WEST AARON DRIVE, LOWER LEVEL  
STATE COLLEGE PA 16803

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **December 26, 2002**, together with all Riders to this document.  
(B) "Borrower" is **RANDALL W. PETERS AND DEBORAH PETERS, HUSBAND AND WIFE**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **People's Choice Home Loan, Inc.**

Lender is a **CORPORATION**  
**10040424**

**PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3039 1/01**

**VMP -6(PA) (0008)01**

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VMP MORTGAGE FORMS - (800)521-7291 DP

organized and existing under the laws of **WYOMING**  
Lender's address is **7525 IRVINE CENTER DR. SUITE 250, IRVINE, CA 92618**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **December 26, 2002**  
The Note states that Borrower owes Lender **SIXTY-FOUR THOUSAND SIX HUNDRED AND 00/100**

Dollars

(U.S. \$ 64,600.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **January 1, 2033**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the **COUNTY** [Type of Recording Jurisdiction]  
of **CLEARFIELD** [Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT**  
**'A'**

which currently has the address of **RR #1 BOX 474**

**CURWENSVILLE**  
("Property Address"):

[Street]  
[City], Pennsylvania 16833

[Zip Code]

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."

**10040424**

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EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL NO. 1

ALL that certain parcel of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Southern line of the right-of-way of Township Road T-503, said iron pin being the northeast corner of lands herein conveyed on the western line of lands now or formerly of Harold Strickland; thence by the southern line of the right-of-way of Township Road T-503 by the chord of the arc North 61° 08' West one hundred thirty-four and fifty-seven hundredths (134.57) feet to a point; thence still by the southern line of the right-of-way of Township Road T-503 by the tangent thereof North 57° 42' West one hundred fifty-four and seventy-six hundredths (154.76) feet to a point on line of other lands of the prior Grantors; thence by line of other lands of the prior Grantors South 26° 30' West one hundred forty-five and thirty-seven hundredths (145.37) feet to an iron pin; thence still by the same South 57° 18' West three hundred forty-six and fifty-seven hundredths (346.57) feet to an iron pin on the western line of lands now or formerly of Harold Strickland; thence by the western line of lands now or formerly of Harold Strickland North 7° 24' East one hundred seventy-one and thirteen hundredths (171.13) feet to a point on the southern line of the right-of-way of Township Road T-503 and place of beginning. Containing 1.082 acres and being the same premises as are shaded in red on the map prepared by Lex W. Curry, Registered Surveyor, dated May 22, 1978, and recorded with prior deed.

PARCEL NO. 126-H09-134.

PARCEL NO. 2

ALL THAT CERTAIN Lot or piece of ground situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point (103) on the southwestern right-of-way of Township Road No. T-503 and at corner of original Lot (No. 8 on Plan); thence by same South 29 degrees 03 minutes 64 seconds West 145.37 feet to a point (104); thence still by same South 54 degrees 59 minutes 22 seconds East 346.57 feet to a steel axle (5) on line now or formerly of Francis J. Yarwassky; thence by same South 9 degrees 25 minutes 11 seconds West 241.34 feet to a 3/4" rebar (145) set at corner now or formerly of Justin Brock; thence by same North 80 degree 34 minutes 49 seconds West 248.74 feet to a 3/4" rebar (144) set; thence still by same South 28 degrees 39 minutes 15 seconds West 248.74 feet to a 3/4" rebar (143) set on line of the Curwensville Borough; thence by same North 61 degrees 20 minutes 45 seconds West 207.10 feet to a 1/2" rebar (28) found in a yellow brick at corner now or formerly of Thomas D. Peters; thence by same north 25 degrees 24 minutes 18 seconds east 350.00 feet to a 1/2" rebar (112) at corner now or formerly of Kenneth D. Peters; thence by same North 7 degrees 07 minutes 45 seconds East 240.00 feet to a 3/4" rebar (109) set at corner of other lot now or formerly of Kenneth D. Peters; thence by same North 25 degrees 59 minutes 36 seconds East 172.50 feet to a 3/4" rebar (108) set flush in earthen drive at the Southwestern right-of-way of Township Road No. T-503; thence by latter same South 60 degrees 11 minutes 26 seconds East 134.98 feet to the place of beginning (103), CONTAINING 4.9730 acres.

PARCEL NO. 126-H09-252.

BEING the same premises which Randall W. Peters and Deborah Peters, husband and wife, by deed dated May 3, 2002 and recorded May 9, 2002 in Clearfield County in Instrument Number 200207508, granted and conveyed unto Randall W. Peters and Deborah Peters, husband and wife.

**BORROWER COVENANTS** that Borrower is lawfully seised 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, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

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*DR*

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paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

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shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

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dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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

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agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. 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 Section 18 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 Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. 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. 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.

**24. 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.

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**26. 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.

**27. 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.

10040424

VMP-6(PA) (0008.01)

Page 14 of 16

Initials: RP  
DR

Form 3039 1/01

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

**Witnesses:**

~~Summerfield Bee Farm~~

Randall W. Peters (Seal)  
RANDALL W. PETERS -Borrower

RANDALL W. PETERS

— (Seal)

Deborah Peters (Se) DEBORAH PETERS -Borrow

DEBORAH PETERS

— (Essay)

(Seal)

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

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

— (Seal)  
-Borrower

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

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

10040424

VMR-5 (PA) (0008).01

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Form 3039 1/01

Certificate of Residence

I, Tammy L. Butler, do hereby certify that  
the correct address of the within-named Mortgagee is 7525 IRVINE CENTER DR. SUITE 250,  
IRVINE, CA 92618

Witness my hand this

26<sup>th</sup> day of December, 2002

Tammy L. Butler

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

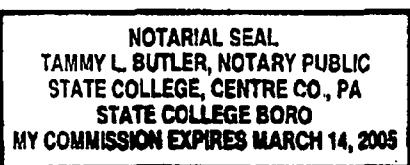
Centre County ss:

On this, the 26<sup>th</sup> day of December, 2002, before me, the  
undersigned officer, personally appeared

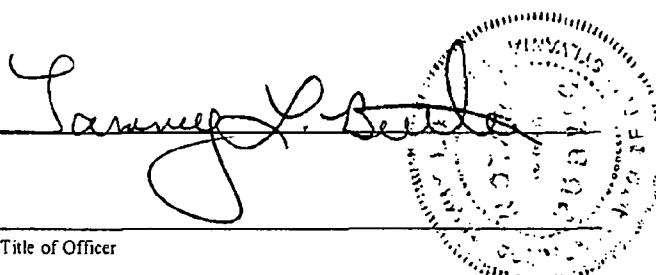
Randall W. Peters & Deborah Peters

known to me (or  
satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged that he/she/they executed the same for the purposes herein contained.

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



Title of Officer



10040424

NMP-6(PA) (0008).01

Page 16 of 16

Initials: \_\_\_\_\_

Form 3039 1/01

REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA

INVOICE # 82079  
0202-RECEIPT BIL

-- CHARGES --

#001 MORTGAGE	\$54.50
---------------	---------

Instrument Number - 200-0190  
Recorded on - Jan 07, 2003 11:14:06 AM  
Total Pages: 17  
Muni - PIKE TOWNSHIP  
Mortgagor - PETERS, RANDALL W  
Mortgagee - PEOPLE'S CHOICE HOME LOANS INC  
Consideration - \$64,600.00  
Fee Detail:

COUNTY RECORDING FEE	\$13.00
IMPROVEMENT FEE - COUNTY	\$2.00
IMPROVEMENT FEE - RECORDER	\$3.00
JCS/ACCESS TO JUSTICE FEE	\$10.00
PER PAGE FEE	\$26.00
STATE WRIT FEE	\$0.50

TOTAL CHARGES	\$54.50
---------------	---------

-- PAYMENTS --

CHECK: 1672	\$54.50
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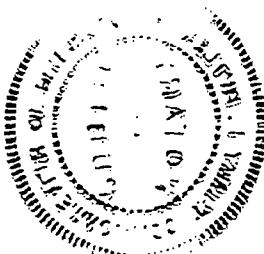
TOTAL PAYMENTS	\$54.50
----------------	---------

AMOUNT DUE	\$54.50
PAYMENT ON INVOICE	(\$54.50)
BALANCE DUE	\$0.00

Customer:  
FIDELITY CLOSING SERVICES

THANK YOU  
KAREN L. STARCK  
REGISTER & RECORDER

COUNTY # 17  
01/07/03 11:55 AM



205324

Loan Number 10040424

12-26-02

**FIXED NOTE**  
Including Prepayment Penalty

12/26/2002  
[Date]

PITTSBURGH  
[City]

PENNSYLVANIA  
[State]

RR #1 BOX 474, CURWENSVILLE, PENNSYLVANIA 16833  
[Property Address]

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

In return for a loan that I have received, I promise to pay U.S. \$ 64,600.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is PEOPLE'S CHOICE HOME LOAN, INC. a WYOMING CORPORATION. I will make all payments under this Note in the form of cash, check or money

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

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 10.800 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

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

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

I will make my monthly payments on the 1st day of each month beginning on February 1st,2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on January 1, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O.Box 512809, Los Angeles, CA 90051-5128 or at a different place if required by the Note Holder.

**(B) AMOUNT OF MY INITIAL MONTHLY PAYMENTS**

My monthly payment will be in the amount of U.S. \$605.46.

**4. BORROWERS RIGHT TO PREPAY**

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

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If my loan has an adjustable rate feature my partial prepayment may reduce the amount of my monthly payment after the first Change Date following my partial payment. However, any reduction due to my partial prepayment may be offset by an increase in the interest rate.

If the original Principal amount of this loan is \$50,000 or less, I may make a full or partial Prepayment without paying any penalty. However, if the original Principal amount of this Note exceeds \$50,000, and if within the first Thirty-six (36) months after the execution of the Security Instrument, I make full Prepayment or, in certain cases a partial Prepayment, and the total of such Prepayment(s) in any one (1) year exceeds TWENTY PERCENT (20%) of the original Principal amount, I will pay a Prepayment charge in an amount equal to the payment of SIX (6) months' advance interest on the amount prepaid which is in excess of TWENTY PERCENT (20%) of the original Principal amount.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

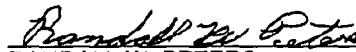
#### 10. UNIFORM SECURED NOTE

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

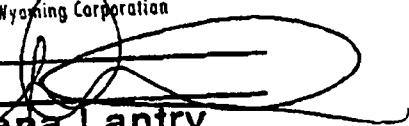
**WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.**

  
RANDALL W. PETERS \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

[Sign Original Only]

"PAY TO THE ORDER OF

Without recourse"  
PEOPLE'S CHOICE HOME LOAN, INC.  
A Wyoming Corporation

By: 

Title: Dana Lantry  
Asst. Vice President



**Wilshire Credit Corporation**

**Payments**

P.O. Box 7195, Pasadena, CA 91109-7195

**Correspondence**

P.O. Box 8517 Portland, OR 97207-8517

**Phone**

(888) 917-1052

(888) 917-1052

**Fax**

(503) 952-7476

**Web Site**

[www.wcc.ml.com](http://www.wcc.ml.com)

07/31/2005

L178D

PETERS, RANDALL  
RR 1 BOX 474  
CURWENSVILLE, PA 16833

# ACT 91/6 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

(Continued)

Wilshire Credit Corporation is licensed to do business at 14523 S.W. Millikan Way, Beaverton, OR. YOU SHOULD CONSIDER THIS LETTER AS COMING FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. ANY INFORMATION PROVIDED BY YOU WILL BE USED TO COLLECT THIS DEBT. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY.

COLORADO: In Colorado, the Colorado Collection Agency Board, 1525 Sherman Street, Denver, CO 80203, licenses collection agencies. Payments should not be sent to the Board. If you inform us in writing that you refuse to pay this debt or request us to cease further communication, our final communications about our actions and intentions will be in writing. NEW YORK CITY: License 1032551. NORTH CAROLINA: Permit 3840. TENNESSEE: This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance. Wilshire's office hours are Monday - Friday 7:00 AM to 5:00 PM Pacific Standard Time

L178D

DERECHO A REDIMIR SU HIPOTeca.

HOMEOWNERS' NAME: PETERS, RANDALL  
PROPERTY ADDRESS: RR 1 BOX 474  
CURWENSVILLE, PA 168339549  
LOAN ACCT. NO.: 205324  
ORIGINAL LENDER: PEOPLE'S CHOICE  
CURRENT SERVICER: Wilshire Credit Corporation

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face -to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR  
EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE  
PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO  
BRING YOUR MORTGAGE UP TO DATE.**

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

(Continued)

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L178D

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:  
RR 1 BOX 474  
CURWENSVILLE, PA 168339549

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS and the following amounts are past due:  

Delinquency	\$1,834.98
Late Charges	\$90.81
Other Charges	\$245.93
Suspense Amount	-\$605.46
<b>TOTAL</b>	<b>\$1,566.26</b>

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,566.26 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY**

(Continued)

Wilshire Credit Corporation is licensed to do business at 14523 S.W. Millikan Way, Beaverton, OR. YOU SHOULD CONSIDER THIS LETTER AS COMING FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. ANY INFORMATION PROVIDED BY YOU WILL BE USED TO COLLECT THIS DEBT. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY.

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(30) DAY PERIOD. Payments must be made either by cashier's check certified check or money order made payable and sent to: Wilshire Credit Corporation, P.O. Box 7195, Pasadena, CA 91109-7195.

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment of action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Wilshire Credit Corporation

Address: Payments:  
P.O. Box 7195, Pasadena, CA 91109-7195  
Correspondence:  
P.O. Box 8517 Portland, OR 97207-8517

Phone: Toll Free: (888) 917-1052  
Fax Number: (503) 952-7476

(Continued)

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L178D

Contact:      Loan Servicing Ext. 3025

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**ATTACHED IS THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

If you have any questions regarding this matter, please do not hesitate to contact us at our toll free number above.

Sincerely,

Loan Servicing  
Ext. 3025

Wilshire Credit Corporation is licensed to do business at 14523 S.W. Millikan Way, Beaverton, OR. YOU SHOULD CONSIDER THIS LETTER AS COMING FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. ANY INFORMATION PROVIDED BY YOU WILL BE USED TO COLLECT THIS DEBT. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY.

COLORADO: In Colorado, the Colorado Collection Agency Board, 1525 Sherman Street, Denver, CO 80203, licenses collection agencies. Payments should not be sent to the Board. If you inform us in writing that you refuse to pay this debt or request us to cease further communication, our final communications about our actions and intentions will be in writing. NEW YORK CITY: License 1032551. NORTH CAROLINA: Permit 3840. TENNESSEE: This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance. Wilshire's office hours are Monday - Friday 7:00 AM to 5:00 PM Pacific Standard Time  
L178D

Date: September 21, 2005  
Deborah Peters  
RR 1, Box 474  
Curwensville, PA 16833

## ACT 91 NOTICE

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Randall Peters and Deborah Peters

PROPERTY ADDRESS: RR1 Box 474, Curwensville, PA 16833

LOAN ACCT. NO.: 205324

ORIGINAL LENDER: People's Choice Home Loan, Inc.

CURRENT LENDER/SERVICER: Wilshire Credit Corporation

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

**\*IF YOU DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

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

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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE-** Your mortgage is in default for the

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

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

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

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

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

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

**NATURE OF THE DEFAULT-**The MORTGAGE debt held by the above lender on your property located at:

IS SERIOUSLY IN DEFAULT because:

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

Delinquent: \$2,421.84

Escrow due: \$2,988.08

BPO's: 200.00

Duplicate Bill Fee: \$5.00

Late Charge: \$151.35

Payoff quote fee: \$100.00

Interest Escrow Advance: \$91.21

Suspense : (\$605.46)

**TOTAL AMOUNT PAST DUE: \$5,352.02**

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

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5,352.02, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Wilshire Credit Corporation  
P.O. Box 7195  
Pasadena, CA 91109-7195

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** Wilshire Credit Corporation

**Address:** Payments:  
P.O. Box 7195, Pasadena, CA 91109-7195

**Correspondence:**  
P.O. Box 8517; Portland, OR 97207-8517

**Phone number:** Toll Free: (888) 502-0100

**Fax number:** (503) 952-7476

**Contact person:** Ms. Bett Dillingham

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

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

**YOU ALSO HAVE THE RIGHT:**

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

       TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

       TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

       TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE

PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

saved as Act160

Wednesday, September 21, 2005



# PHFA

**Governor**  
Edward G. Rendell  
**Chairperson**  
A. William Schenck  
**Executive Director**  
Brian A. Hudson, Sr.

## Homeowners' Emergency Mortgage Assistance Program

Counseling Agencies

[◀ Previous](#) [Next ▶](#)

### CLEARFIELD COUNTY

**CCCS of Northeastern PA**

202 W. Hamilton Avenue  
State College, PA 16801

(814) 238-3668

**CCCS of Western PA**

219-A College Park Plaza  
Johnstown, PA 15904

888-511-2227

**CCCS of Western PA, Inc.**

Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602

888-511-2227

**Indiana Co. Community Action Program**

827 Water Street  
Box 187  
Indiana, PA 15701

(724) 465-2657

**Keystone Economic Development Corp.**

1954 Mary Grace Lane  
Johnstown, PA 15901

(814) 535-6556

**Effective 9/20/2005 at 10:05:01 AM****-MAP-**

Questions regarding the Homeowners' Emergency Mortgage Assistance Program should be directed to HEMAP at 1-800-342-2397.

[Home](#) | [Conferences & Events](#) | [Contact Us](#) | [Directions](#) | [Future Home Buyer Program](#) | [Handbooks & Forms](#) | [Housing Programs](#) | [Housing Study](#) | [Interest Rates](#) | [Legislative](#) | [Links](#) | [News & Notices](#) | [Press Releases](#) | [Quarterly Disclosure](#) | [Rental Housing Properties](#) | [Request For Proposals](#) | [Right To Know \(PDF\)](#) | [Section 8 Contract Administration](#)

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FILED

JAN 13 2008

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101166  
NO: 06-65-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: LASALLE BANK NATIONAL ASSOC.  
vs.  
DEFENDANT: RANDALL W. PETERS and DEBORAH PETERS

**SHERIFF RETURN**

NOW, January 27, 2006 AT 10:46 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDALL W. PETERS DEFENDANT AT 68 SKINNER LANE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDALL W. PETERS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

REC'D  
01/05/01  
MAR 22 2006  
BSR  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101166  
NO: 06-65-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: LASALLE BANK NATIONAL ASSOC.

VS.

DEFENDANT: RANDALL W. PETERS and DEBORAH PETERS

**SHERIFF RETURN**

---

NOW, January 27, 2006 AT 10:46 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEBORAH W. PETERS DEFENDANT AT 68 SKINNER LANE, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RANDALL W. PETERS, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101166  
NO: 06-65-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: LASALLE BANK NATIONAL ASSOC.  
VS.  
DEFENDANT: RANDALL W. PETERS and DEBORAH PETERS

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HLADIK	1521	20.00
SHERIFF HAWKINS	HLADIK	1521	29.34

Sworn to Before Me This

So Answers,

Day of 2006

  
Chester A. Hawkins  
Sheriff

# COPY

ATTORNEY FOR PLAINTIFF

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERN'S, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street,  
P.O. Box 29,  
Lansdale, PA 19446-0029

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-  
PLAINTIFF,

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S)

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

2006 65-CJ

NO: I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JAN 13 2006

Attest.

*Lee L. L.*  
Prothonotary/  
Clerk of Courts

COMPLAINT - CIVIL ACTION

MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF  
YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET  
FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION  
ABOUT HIRING A LAWYER.

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

CLEARFIELD COUNTY COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

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

NOTICIA

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

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

CLEARFIELD COUNTY COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERN'S, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street,  
P.O. Box 29,  
Lansdale, PA 19446-0029

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-,  
PLAINTIFF,

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S) .

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO:

### COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff hereby complains against Defendant(s) as follows:

1. Plaintiff is LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2, ("Plaintiff"), with an address in care of WILSHIRE CREDIT CORPORATION, 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005.

2. Plaintiff is the current holder of the mortgage described below (the "Mortgage"):

(a) Parties to Mortgage:

Mortgagee: People's Choice Home Loan, Inc.

Mortgagor: Randall W. Peters and Deborah Peters

(b) Date of Mortgage: 12/26/2002

(c) Place and Date of Record of Mortgage:

Recorder of Deeds  
Clearfield  
Instrument Number: 200300190  
Date: 1/7/2003

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

(d) Assignment:

Assignor: People's Choice Home Loan, Inc.  
Assignee: LaSalle Bank National Association, as Trustee for  
Structured Asset Investment Loan Trust Series  
2003-BC2  
Date of Assignment: 12/31/2002  
Recording Date: 10/10/2005  
Instrument Number: 200517082

3. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment.

4. Contemporaneous with execution of the Mortgage, Defendant(s) executed a note (the 'Note'). A true and correct copy of the Note is attached hereto and marked as Exhibit "B."

5. The real property that is subject to the Mortgage is generally known as RR1 Box 474, Curwensville, PA, 16833. A true and correct copy of the legal description is attached hereto and marked as Exhibit "C."

6. The name and mailing address of Defendant(s) is: Randall W. Peters and Deborah Peters, 68 Skinner Lane, Curwensville, PA 16833.

7. The interest of Defendant(s) is as Mortgagor, Real Owner, or both.
8. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of June 01, 2005, and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

9. The following amounts are due as of January 10, 2006:

Principal of Mortgage debt due and unpaid	\$63,837.68
Interest currently due and owing at 10.800 % per annum calculated from May 01, 2005, currently at \$ 18.89 each day	\$4,816.95
Broker's Price Opinion	\$ 200.00
Certified Mail Costs	\$ 3.45
Late Charges at \$30.27 and for each month hereafter	\$ 242.16
Title Search	\$ 195.00
Court Costs (filing and service)	\$ 185.00
Attorneys' Fees	\$1,250.00
Escrow Advance	\$2,179.58
Suspense	(\$605.46)
<b><u>TOTAL</u></b>	<b><u>\$72,304.36</u></b>

10. Interest accrues at a per diem rate of \$ 18.89 each day that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.

11. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.

12. Notice pursuant to Act 91/160, was sent to Defendant, Randall Peters on July 31, 2005 and Deborah Peters on September 21, 2005. A true and correct copy of the Notice sent to Defendant(s) is attached hereto and marked as Exhibit "D."

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant(s), in the amount set forth in paragraphs 9 and 10, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

Respectfully submitted,

KERNNS, PEARLSTINE, ONORATO & FATH, LLP

Date: 11/10/06

BY:   
Stephen M. Hladik, Esquire  
Attorney for Plaintiff

(File #16-771)

## VERIFICATION

Stephen M. Hladik, Esquire, hereby states that he is the attorney for Plaintiff in this action, that he is authorized to take this Verification on behalf of said Plaintiff, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. Due to the Plaintiff being out of the state and jurisdiction, counsel has been unable to obtain the Plaintiff's verification at this time, which verification, when received, shall be substituted in place and in stead of this verification.

The undersigned understands that this statement herein is made subject to the penalties of 18 PA. C.S. §4904, relating to unsworn falsification to authorities.

Date: 1/10/06



---

Stephen M. Hladik, Esquire  
Attorney for Plaintiff

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200300190  
RECORDED ON  
Jan 07, 2003  
11:14:06 AM  
Total Pages: 17

WL 36 10040424  
1-7-03 Peters  
Re - 7786692

Prepared By:

Pam Ingalls  
7525 Irvine Center Drive Suite 250,  
Irvine, CA 92618

Parcel Number:  
126-h9-252

PLEASE RETURN TO:

FIDELITY CLOSING SERVICE LLC  
325 WEST AARON DRIVE, LOWER LEVEL  
STATE COLLEGE PA 16803

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated December 26, 2002, together with all Riders to this document.

(B) "Borrower" is RANDALL W. PETERS AND DEBORAH PETERS, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is People's Choice Home Loan, Inc.

Lender is a CORPORATION  
10040424

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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VMP MORTGAGE FORMS - (800)521-7281

organized and existing under the laws of **WYOMING**  
Lender's address is **7525 IRVINE CENTER DR. SUITE 250, IRVINE, CA 92618**

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **December 26, 2002**

The Note states that Borrower owes Lender **SIXTY-FOUR THOUSAND SIX HUNDRED AND 00/100 Dollars**

(U.S. \$64,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **January 1, 2033**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 the COUNTY [Type of Recording Jurisdiction]  
of CLEARFIELD [Name of Recording Jurisdiction]:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT  
'A'**

which currently has the address of RR #1 BOX 474

CURWENSVILLE  
("Property Address"):

[City], Pennsylvania 16833

[Street]  
[Zip Code]

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."

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EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL NO. 1

ALL that certain parcel of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Southern line of the right-of-way of Township Road T-503, said iron pin being the northeast corner of lands herein conveyed on the western line of lands now or formerly of Harold Strickland; thence by the southern line of the right-of-way of Township Road T-503 by the chord of the arc North 61° 08' West one hundred thirty-four and fifty-seven hundredths (134.57) feet to a point; thence still by the southern line of the right-of-way of Township Road T-503 by the tangent thereof North 57° 42' West one hundred fifty-four and seventy-six hundredths (154.76) feet to a point on line of other lands of the prior Grantors; thence by line of other lands of the prior Grantors South 26° 30' West one hundred forty-five and thirty-seven hundredths (145.37) feet to an iron pin; thence still by the same South 57° 18' West three hundred forty-six and fifty-seven hundredths (346.57) feet to an iron pin on the western line of lands now or formerly of Harold Strickland; thence by the western line of lands now or formerly of Harold Strickland North 7° 24' East one hundred seventy-one and thirteen hundredths (171.13) feet to a point on the southern line of the right-of-way of Township Road T-503 and place of beginning. Containing 1.082 acres and being the same premises as are shaded in red on the map prepared by Lex W. Curry, Registered Surveyor, dated May 22, 1978, and recorded with prior deed.

PARCEL NO. 126-H09-134.

PARCEL NO. 2

ALL THAT CERTAIN Lot or piece of ground situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point (103) on the southwestern right-of-way of Township Road No. T-503 and at corner of original Lot (No. 8 on Plan); thence by same South 29 degrees 03 minutes 64 seconds West 145.37 feet to a point (104); thence still by same South 54 degrees 59 minutes 22 seconds East 346.57 feet to a steel axle (5) on line now or formerly of Francis J. Yarwassky; thence by same South 9 degrees 25 minutes 11 seconds West 241.34 feet to a 3/4" rebar (145) set at corner now or formerly of Justin Brock; thence by same North 80 degree 34 minutes 49 seconds West 248.74 feet to a 3/4" rebar (144) set; thence still by same South 28 degrees 39 minutes 15 seconds West 248.74 feet to a 3/4" rebar (143) set on line of the Curwensville Borough; thence by same North 61 degrees 20 minutes 45 seconds West 207.10 feet to a 1/2 rebar (28) found in a yellow brick at corner now or formerly of Thomas D. Peters; thence by same north 25 degrees 24 minutes 18 seconds east 350.00 feet to a 1/2" rebar (112) at corner now or formerly of Kenneth D. Peters; thence by same North 7 degrees 07 minutes 45 seconds East 240.00 feet to a 3/4" rebar (109) set at corner of other lot now or formerly of Kenneth D. Peters; thence by same North 25 degrees 59 minutes 36 seconds East 172.50 feet to a 3/4" rebar (108) set flush in earthen drive at the Southwestern right-of-way of Township Road No. T-503; thence by latter same South 60 degrees 11 minutes 26 seconds East 134.98 feet to the place of beginning (103), CONTAINING 4.9730 acres.

PARCEL NO. 126-H09-252.

BEING the same premises which Randall W. Peters and Deborah Peters, husband and wife, by deed dated May 3, 2002 and recorded May 9, 2002 in Clearfield County in Instrument Number 200207508, granted and conveyed unto Randall W. Peters and Deborah Peters, husband and wife.

**BORROWER COVENANTS** that Borrower is lawfully seised 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, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

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paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

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shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. 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, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. 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 the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, 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 selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

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dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer'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 can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan 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 (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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

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agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, 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. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. 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 Section 18 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 Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. 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. 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.

**24. 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.

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**26. 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.

**27. 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.

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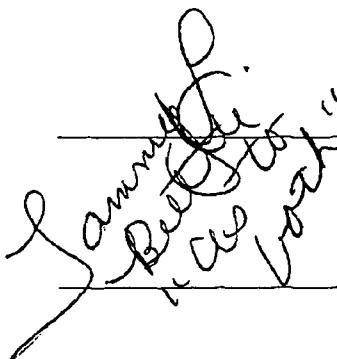
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



Sammie Lee

Randall W. Peters (Seal)  
RANDALL W. PETERS -Borrower

Deborah Peters (Seal)  
DEBORAH PETERS -Borrower

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

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Certificate of Residence

I, Tammy L. Butler, do hereby certify that the correct address of the within-named Mortgagee is 7525 IRVINE CENTER DR. SUITE 250, IRVINE, CA 92618

Witness my hand this

26th day of December, 2002

Tammy L. Butler

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

Centre

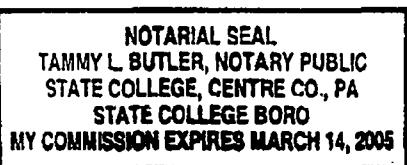
County ss:

On this, the 26th day of December, 2002, before me, the undersigned officer, personally appeared

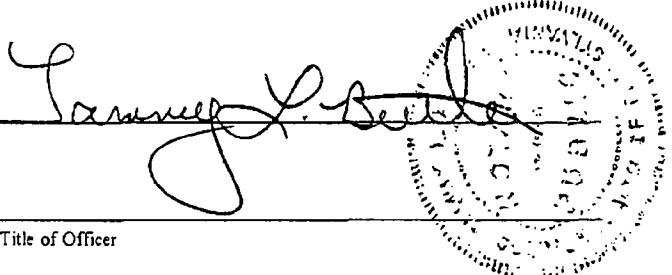
Randall W. Peters & Deborah Peters

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

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



Title of Officer



10040424

REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA

INVOICE # 82079  
0202-RECEIPT BLI

-- CHARGES --

#001 MORTGAGE \$54.50

Instrument Number - 200-0190  
Recorded on - Jan 07, 2003 11:14:06 AM  
Total Pages: 17  
Muni - PIKE TOWNSHIP  
Mortgagor - PETERS, RANDALL V  
Mortgagee - PEOPLE'S CHOICE HOME LOANS INC  
Consideration - \$64,600.00  
Fee Detail:

COUNTY RECORDING FEE	\$13.00
IMPROVEMENT FEE - COUNTY	\$2.00
IMPROVEMENT FEE - RECORDER	\$3.00
JCS/ACCESS TO JUSTICE FEE	\$30.00
PER PAGE FEE	\$26.00
STATE WRIT FEE	\$0.50

TOTAL CHARGES \$54.50

-- PAYMENTS --

CHECK: 1672 \$54.50

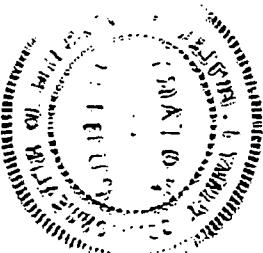
TOTAL PAYMENTS \$54.50

AMOUNT DUE	\$54.50
PAYMENT ON INVOICE	(\$54.50)
BALANCE DUE	\$0.00

Customer:  
FIDELITY CLOSING SERVICES

THANK YOU  
KAREN L. STARCK  
REGISTER & RECORDER  
COUNTY # 17

01/07/2003 11:14 AM



205324

Loan Number 10040424

12-26-02

**FIXED NOTE**  
Including Prepayment Penalty

12/26/2002  
[Date]

PITTSBURGH  
[City]

PENNSYLVANIA  
[State]

RR #1 BOX 474, CURWENSVILLE, PENNSYLVANIA 16833  
[Property Address]

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

In return for a loan that I have received, I promise to pay U.S. \$ 64,600.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is PEOPLE'S CHOICE HOME LOAN, INC. a WYOMING CORPORATION. I will make all payments under this Note in the form of cash, check or money

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

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 10.800 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

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

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

I will make my monthly payments on the 1st day of each month beginning on February 1st, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on January 1, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O.Box 512809, Los Angeles, CA 90051-5128 or at a different place if required by the Note Holder.

**(B) AMOUNT OF MY INITIAL MONTHLY PAYMENTS**

My monthly payment will be in the amount of U.S. \$605.46.

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

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

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If my loan has an adjustable rate feature my partial prepayment may reduce the amount of my monthly payment after the first Change Date following my partial payment. However, any reduction due to my partial prepayment may be offset by an increase in the interest rate.

If the original Principal amount of this loan is \$50,000 or less, I may make a full or partial Prepayment without paying any penalty. However, if the original Principal amount of this Note exceeds \$50,000, and if within the first Thirty-six (36) months after the execution of the Security Instrument, I make full Prepayment or, in certain cases a partial Prepayment, and the total of such Prepayment(s) in any one (1) year exceeds TWENTY PERCENT (20%) of the original Principal amount, I will pay a Prepayment charge in an amount equal to the payment of SIX (6) months' advance interest on the amount prepaid which is in excess of TWENTY PERCENT (20%) of the original Principal amount.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

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

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

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

## 7. GIVING OF NOTICES

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

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

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

## 9. WAIVERS

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

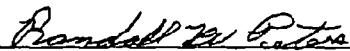
#### 10. UNIFORM SECURED NOTE

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

  
RANDALL W. PETERS (Seal)

-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

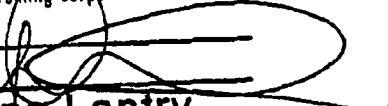
(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

"PAY TO THE ORDER OF

Without recourse"  
PEOPLE'S CHOICE HOME LOAN, INC.  
A Wyoming Corporation

By: 

Title: Dana Lantry  
Asst. Vice President



Wilshire Credit Corporation

Payments

P.O. Box 7195, Pasadena, CA 91109-7195

Correspondence

P.O. Box 8517 Portland, OR 97207-8517

Phone

(888) 917-1052

(888) 917-1052

Fax

(503) 952-7476

Web Site

[www.wcc.ml.com](http://www.wcc.ml.com)

07/31/2005

L178D

PETERS, RANDALL  
RR 1 BOX 474  
CURWENSVILLE, PA 16833

# ACT 91/6 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

(Continued)

Wilshire Credit Corporation is licensed to do business at 14523 S.W. Millikan Way, Beaverton, OR. YOU SHOULD CONSIDER THIS LETTER AS COMING FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. ANY INFORMATION PROVIDED BY YOU WILL BE USED TO COLLECT THIS DEBT. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY.

COLORADO: In Colorado, the Colorado Collection Agency Board, 1525 Sherman Street, Denver, CO 80203, licenses collection agencies. Payments should not be sent to the Board. If you inform us in writing that you refuse to pay this debt or request us to cease further communication, our final communications about our actions and intentions will be in writing. NEW YORK CITY: License 1032551. NORTH CAROLINA: Permit 3840. TENNESSEE: This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance. Wilshire's office hours are Monday - Friday 7:00 AM to 5:00 PM Pacific Standard Time

L178D

PETERS, RANDALL  
Page 2

**DERECHO A REDIMIR SU HIPOTECA.**

HOMEOWNERS' NAME: PETERS, RANDALL  
PROPERTY ADDRESS: RR 1 BOX 474  
CURWENSVILLE, PA 168339549  
LOAN ACCT. NO.: 205324  
ORIGINAL LENDER: PEOPLE'S CHOICE  
CURRENT SERVICER: Wilshire Credit Corporation

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of  
foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange  
and attend a "face -to-face" meeting with one of the consumer credit counseling agencies listed at the end of this  
Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR  
EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE  
PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO  
BRING YOUR MORTGAGE UP TO DATE.**

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

(Continued)

Wilshire Credit Corporation is licensed to do business at 14523 S.W. Millikan Way, Beaverton, OR. YOU SHOULD CONSIDER THIS LETTER AS COMING FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. ANY INFORMATION PROVIDED BY YOU WILL BE USED TO COLLECT THIS DEBT. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY.  
COLORADO: In Colorado, the Colorado Collection Agency Board, 1525 Sherman Street, Denver, CO 80203, licenses collection agencies. Payments should not be sent to the Board. If you inform us in writing that you refuse to pay this debt or request us to cease further communication, our final communications about our actions and intentions will be in writing. NEW YORK CITY: License 1032551. NORTH CAROLINA: Permit 3840. TENNESSEE: This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance. Wilshire's office hours are Monday - Friday 7:00 AM to 5:00 PM Pacific Standard Time  
L178D

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:  
RR 1 BOX 474  
CURWENSVILLE, PA 168339549

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY PAYMENTS and the following amounts are past due:

Delinquency	\$1,834.98
Late Charges	\$90.81
Other Charges	\$245.93
Suspense Amount	\$605.46
<b>TOTAL</b>	<b>\$1,566.26</b>

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,566.26 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY

(Continued)

Wilshire Credit Corporation is licensed to do business at 14523 S.W. Millikan Way, Beaverton, OR. YOU SHOULD CONSIDER THIS LETTER AS COMING FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. ANY INFORMATION PROVIDED BY YOU WILL BE USED TO COLLECT THIS DEBT. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY.

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**(30) DAY PERIOD.** Payments must be made either by cashier's check certified check or money order made payable and sent to: Wilshire Credit Corporation, P.O. Box 7195, Pasadena, CA 91109-7195.

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 6 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment of action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Wilshire Credit Corporation

Address: Payments:  
P.O. Box 7195, Pasadena, CA 91109-7195  
Correspondence:  
P.O. Box 8517 Portland, OR 97207-8517

Phone: Toll Free: (888) 917-1052  
Fax Number: (503) 952-7476

(Continued)

Wilshire Credit Corporation is licensed to do business at 14523 S.W. Millikan Way, Beaverton, OR. YOU SHOULD CONSIDER THIS LETTER AS COMING FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. ANY INFORMATION PROVIDED BY YOU WILL BE USED TO COLLECT THIS DEBT. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY.

COLORADO: In Colorado, the Colorado Collection Agency Board, 1525 Sherman Street, Denver, CO 80203, licenses collection agencies. Payments should not be sent to the Board. If you inform us in writing that you refuse to pay this debt or request us to cease further communication, our final communications about our actions and intentions will be in writing. NEW YORK CITY: License 1032551. NORTH CAROLINA: Permit 3840. TENNESSEE: This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance. Wilshire's office hours are Monday - Friday 7:00 AM to 5:00 PM Pacific Standard Time  
L178D

Contact:      Loan Servicing Ext. 3025

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**ATTACHED IS THE CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

If you have any questions regarding this matter, please do not hesitate to contact us at our toll free number above.

Sincerely,

Loan Servicing  
Ext. 3025

Wilshire Credit Corporation is licensed to do business at 14523 S.W. Millikan Way, Beaverton, OR. YOU SHOULD CONSIDER THIS LETTER AS COMING FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. ANY INFORMATION PROVIDED BY YOU WILL BE USED TO COLLECT THIS DEBT. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT, BUT NOTICE OF POSSIBLE ENFORCEMENT OF OUR LIEN AGAINST THE COLLATERAL PROPERTY.

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L178D

Date: September 21, 2005  
Deborah Peters  
RR 1, Box 474  
Curwensville, PA 16833

## ACT 91 NOTICE

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Randall Peters and Deborah Peters

PROPERTY ADDRESS: RR1 Box 474, Curwensville, PA 16833

LOAN ACCT. NO.: 205324

ORIGINAL LENDER: People's Choice Home Loan, Inc.

CURRENT LENDER/SERVICER: Wilshire Credit Corporation

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

**\*IF YOU DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

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

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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE-** Your mortgage is in default for the

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

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

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

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

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

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

**NATURE OF THE DEFAULT-**The MORTGAGE debt held by the above lender on your property located at:

IS SERIOUSLY IN DEFAULT because:

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

Delinquent: \$2,421.84

Escrow due: \$2,988.08

BPO's: 200.00

Duplicate Bill Fee: \$5.00

Late Charge: \$151.35

Payoff quote fee: \$100.00

Interest Escrow Advance: \$91.21

Suspense : (\$605.46)

**TOTAL AMOUNT PAST DUE:       \$5,352.02**

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

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$5,352.02, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Wilshire Credit Corporation  
P.O. Box 7195  
Pasadena, CA 91109-7195

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** Wilshire Credit Corporation

**Address:** **Payments:**  
P.O. Box 7195, Pasadena, CA 91109-7195

**Correspondence:**  
P.O. Box 8517; Portland, OR 97207-8517

**Phone number:** Toll Free: (888) 502-0100

**Fax number:** (503) 952-7476

**Contact person:** Ms. Bett Dillingham

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

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

**YOU ALSO HAVE THE RIGHT:**

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

       TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

       TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

       TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE

PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

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

saved as Act160

Wednesday, September 21, 2005



**Governor**  
Edward G. Rendell  
**Chairperson**  
A. William Schenck  
**Executive Director**  
Brian A. Hudson, Sr.

## Homeowners' Emergency Mortgage Assistance Program

Counseling Agencies

◀ Previous

Next ▶

### CLEARFIELD COUNTY

#### CCCS of Northeastern PA

202 W. Hamilton Avenue  
State College, PA 16801

(814) 238-3668

#### CCCS of Western PA

219-A College Park Plaza  
Johnstown, PA 15904  
888-511-2227

#### CCCS of Western PA, Inc.

Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888-511-2227

#### Indiana Co. Community Action Program

827 Water Street  
Box 187  
Indiana, PA 15701  
(724) 465-2657

#### Keystone Economic Development Corp.

1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556

**Effective 9/20/2005 at 10:05:01 AM**

- MAP -

Questions regarding the Homeowners' Emergency Mortgage Assistance Program should be directed to HEMAP at 1-800-342-2397.

[Home](#) | [Conferences & Events](#) | [Contact Us](#) | [Directions](#) | [Future Home Buyer Program](#) | [Handbooks & Forms](#) | [Housing Programs](#) | [Housing Study](#) | [Interest Rates](#) | [Legislative](#) | [Links](#) | [News & Notices](#) | [Press Releases](#) | [Quarterly Disclosure](#) | [Rental Housing Properties](#) | [Request For Proposals](#) | [Right To Know \(PDF\)](#) | [Section 8 Contract Administration](#)

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STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERN, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

ATTORNEY FOR PLAINTIFF

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-,  
PLAINTIFF,

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

Atty pd. 20.00  
FILED  
m/j: 23/01 Notice of  
MAR 22 2006 to Def.  
Statement to  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty  
60

PRAECIPE TO ENTER JUDGMENT BY DEFAULT

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter a Default Judgment against Defendant(s), Randall W. Peters, Deborah Peters, and in favor of Plaintiff, LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2, c/o Wilshire Credit Corporation, for failure to answer Plaintiff's Complaint within the time prescribed by Pa. R.C.P. 1026 and assess Plaintiff's damages as follows:

Principal of Mortgage debt due and unpaid	\$63,837.68
Interest currently due and owing at 10.80% per annum calculated from May 01, 2005, currently at \$ 18.89 each day	\$5,685.89
Broker's Price Opinion	\$ 200.00

Certified Mail Costs	\$ 3.45
Late Charges at \$30.27 and for each month hereafter	\$ 302.70
Title Search	\$ 195.00
Court Costs (filing and service)	\$ 185.00
Attorneys' Fees	\$1,250.00
Escrow Advance	\$2,179.58
Suspense	(\$605.46)
<b><u>TOTAL</u></b>	<b><u>\$73,233.84</u></b>

Total damages to be assessed at Seventy-Three Thousand, Two Hundred Thirty-Three Dollars and Eighty-Four Cents (\$73,233.84), together with interest at the aggregate daily rate of Eighteen Dollars and Eighty-Nine Cents (\$18.89) from February 28, 2006, until the date of entry of final judgment, plus interest thereafter on the judgment, at the rate stated in the subject note, plus any costs, expenses, attorneys' fees and all other amounts due and payable under the Note and Mortgage, up through the sale of the mortgaged premises.

Respectfully submitted,

KERNS, PEARLSTINE, ONORATO & FATH, LLP

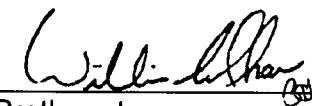
Date: 2/28/06

BY: Stephen M. Hladik, Esquire

Stephen M. Hladik, Esquire  
Attorney for Plaintiff

(File #16-771)

AND NOW, March 22, 2006, Judgment is entered in favor of Plaintiff and against Defendant, Randall W. Peters, Deborah Peters, by Default, for want of an Answer, and damages assessed at the sum of Seventy-Three Thousand, Two Hundred Thirty-Three Dollars and Eighty-Four Cents (\$73,233.84), as per the above certification.

  
\_\_\_\_\_  
Prothonotary

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNIS, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-,  
PLAINTIFF,

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

**CERTIFICATE OF SERVICE**

I, Stephen M. Hladik, Esquire, hereby certify that I served a true and correct copy of the foregoing Praeclipe for Entry of Judgment by Default and 236 Notice on the following individuals by first class mail on 2/28/07:

Randall W. Peters  
68 Skinner Lane,  
Curwensville, PA 16833-

Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,

By:

  
\_\_\_\_\_  
Stephen M. Hladik, Esquire

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNS, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

ATTORNEY FOR PLAINTIFF

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-  
PLAINTIFF,

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praeclipe for the Entry of Default Judgment was mailed to the defendant (s) and to his, her, their attorney of record, if any, after the default occurred and at least (10) days prior to the date of the filing of the Praeclipe. Said Notice was sent on the date set forth in the copy of said Notice attached hereto, February 17, 2006 to the following Defendants:

Randall W. Peters, 68 Skinner Lane, Curwensville, PA 16833- and  
Deborah Peters, 68 Skinner Lane, Curwensville, PA 16833

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

Stephen M. Hladik, Esquire  
Attorney for Plaintiff

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNS, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

ATTORNEY FOR PLAINTIFF

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-,  
PLAINTIFF,

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

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

**IMPORTANT NOTICE**

TO: Randall W. Peters  
DATE OF NOTICE: February 17, 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, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

CLEARFIELD COUNTY COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

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

**NOTIFICACION IMPORTANTE**

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

**CLEARFIELD COUNTY COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982**

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

**PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:**

Randall W. Peters, 68 Skinner Lane, Curwensville, PA 16833- and  
Deborah Peters, 68 Skinner Lane, Curwensville, PA 16833

By: 

Stephen M. Hladik, Esquire  
Attorney for Plaintiff

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNS, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-  
PLAINTIFF,

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

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

**IMPORTANT NOTICE**

TO: Deborah Peters  
DATE OF NOTICE: February 17, 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, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

CLEARFIELD COUNTY COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

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

**NOTIFICACION IMPORTANTE**

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

CLEARFIELD COUNTY COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982

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

**PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:**

Randall W. Peters, 68 Skinner Lane, Curwensville, PA 16833- and  
Deborah Peters, 68 Skinner Lane, Curwensville, PA 16833

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

Stephen M. Hladik, Esquire  
Attorney for Plaintiff

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNNS, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

ATTORNEY FOR PLAINTIFF

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-  
PLAINTIFF,

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

STATE OF: PENNSYLVANIA  
COUNTY OF: CLEARFIELD

**AFFIDAVIT OF NON-MILITARY SERVICE**

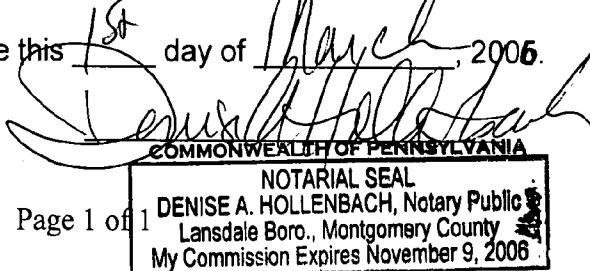
THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon investigations made and records maintained either as Plaintiff or servicing agent of the Plaintiff and that the above-captioned Defendants'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

Defendant: Randall W. Peters  
Age: Over 18  
Residence: 68 Skinner Lane, Curwensville, PA 16833-

Defendant: Deborah Peters  
Age: Over 18  
Residence: 68 Skinner Lane, Curwensville, PA 16833

By: SMH  
NAME: Stephen M. HLADIK  
TITLE: Attorney for Plaintiff

Sworn to and subscribed before me this 1st day of March, 2006.



STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERN'S, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

ATTORNEY FOR PLAINTIFF

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-  
PLAINTIFF,

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

**RULE 236 NOTICE**

To: Randall W. Peters  
68 Skinner Lane,  
Curwensville, PA 16833-

Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,

PURSUANT TO RULE 236, YOU ARE HEREBY NOTIFIED THAT  
A JUDGMENT HAS BEEN ENTERED AGAINST YOU ON THIS DATE IN THIS  
ACTION.

By: Will H. Shatz 3/22/06  
, Deputy Prothonotary

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

LaSalle Bank National Association  
Structured Asset Investment Loan Series  
2003-BC2  
Plaintiff(s)

No.: 2006-00065-CD

Real Debt: \$73,233.84

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Randall W. Peters  
Deborah Peters  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 22, 2006

Expires: March 22, 2011

Certified from the record this 22nd day of March, 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

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERN'S, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

**ATTORNEY FOR PLAINTIFF**

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-  
PLAINTIFF,

**COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA**

NO: 2006-65-CD

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

Attysnd 20.00  
m 12:29/6/06 6cc-wnts  
MAR 22 2006 to Attys

William A. Shaw  
Prothonotary/Clerk of Courts

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

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please issue a Writ of Execution in the above matter, and direct the Sheriff to levy on the real property located at RR1 Box 474, Curwensville, Clearfield County, Pennsylvania 16833.

Amount due \$73,233.84  
Interest from \$

**TOTAL** \$\* 125.80 **Prothonotary costs**

\*together with interest at the aggregate daily rate of \$21.67, plus costs, expenses, attorneys' fees, and all other amounts due and payable under the Note and Mortgage and for foreclosure and sale of the mortgage premises

Respectfully submitted,  
KERN, PEARL STINE, ONORATO & FATH LLP

Bv

~~Stephen M. Hladik, Esquire~~

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNIS, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

ATTORNEY FOR PLAINTIFF

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-,  
PLAINTIFF,

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

**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:

RR1 Box 474, Curwensville, PA 16833  
a/k/a 68 Skinner Lane, Pike Twp., Curwensville, PA 16833

(SEE LEGAL DESCRIPTION ATTACHED AS Exhibit "A")

AMOUNT DUE \$73,233.84

INTEREST  
from \$

(costs to be added) \$ 125.00 Prothonotary costs

Date: 3/22/06

Willie Sherry

Prothonotary

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

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNNS, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

ATTORNEY FOR PLAINTIFF

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-  
PLAINTIFF,

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

**AFFIDAVIT PURSUANT TO RULE 3129.1**

LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2, c/o WILSHIRE CREDIT CORPORATION, Plaintiff in the above-captioned action, sets forth as of the date of the Praeclipe for Writ of Execution (Mortgage Foreclosure) was filed, the following was information concerning the real property situate at 68 Skinner Lane, Curwensville, Clearfield County, Pennsylvania 16833, the same being more particularly described on Exhibit "A" attached hereto and incorporated by reference:

1. Names and Addresses of Owner(s) or Reputed Owner(s):

Name:	Address:
Randall W. Peters	68 Skinner Lane Curwensville, PA 16833-
Deborah Peters	68 Skinner Lane Curwensville, PA 16833

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

Name:	Address:
Randall W. Peters	68 Skinner Lane Curwensville, PA 16833-

Deborah Peters

68 Skinner Lane  
Curwensville, PA 16833

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

Name: LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2  
c/o WILSHIRE CREDIT CORPORATION,

Address: 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005-

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

Name: LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2  
c/o WILSHIRE CREDIT CORPORATION,

Address: 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005-

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

Name: None.

Address:

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Name: None.

Address:

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:

Name: Tenant/Occupant	Address: RR1 Box 474 Curwensville, PA 16833-
Domestic Relations	230 E. Market Street Suite 300 Clearfield, PA 16830
Domestic Relations	Human Services Bldg. 25 S. Front Street 8 <sup>th</sup> Floor Harrisburg, PA 17101
Commonwealth of PA Department of Welfare	P.O. Box 2675 Harrisburg, PA 17105

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

Respectfully submitted,

KERNNS, PEARLSTINE, ONORATO &  
FATH, LLP

Date: 2/28/06

By: 

Stephen M. Hladik, Esquire  
Attorney for Plaintiff

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERN'S, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

ATTORNEY FOR PLAINTIFF

LaSalle Bank National Association, as  
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14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-,  
PLAINTIFF,

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

To: Randall W. Peters  
68 Skinner Lane,  
Curwensville, PA 16833-

Real estate situate at 68 Skinner Lane, Curwensville, Clearfield County, PA 16833-, as more fully set forth on Exhibit "A" attached hereto, is scheduled to be sold at Sheriff's Sale on \_\_\_\_\_, at \_\_\_\_\_ a.m. in the Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania, 16830, to enforce the Court Judgment of Seventy-Three Thousand, Two Hundred Thirty-Three Dollars and Eighty-Four Cents (\$73,233.84), (plus any additional interest and costs) obtained by LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2, against you.

## **NOTICE OF OWNER'S RIGHTS**

### **YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sale you must take immediate action.

The Sale will be stopped if you pay LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2, (c/o Wilshire Credit Corp.), back payments, late charges, costs, and reasonable attorneys' fees due. To find out how much you must pay, you may call:

Stephen M. Hladik, Esquire  
425 West Main Street  
P.O. Box 29  
Lansdale, PA 19446-0029  
Telephone number 215-855-9521

1. You may be able to stop the Sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the Sale for good cause.
2. You may be able to stop the Sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the Sale. (See below to find out how to obtain an attorney).

### **YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Clearfield County at (814) 765-2641.
2. You may be able to petition the Court to set aside the Sale if the bid price was grossly inadequate compared to the value of your property.
3. The Sale will go through only if the buyer paid the Sheriff the full amount due in the Sale. To find out if this happened, you may call the Sheriff of Clearfield County at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the Sale never happened.

5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A Schedule of Distribution of the money bid for your house will be filed by the Sheriff on or before \_\_\_\_\_. This schedule will state who will be receiving the money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after filing the Schedule of Distribution.
7. You may also have other rights and defenses, or ways of getting your property back, if you act immediately after the sale.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

**CLEARFIELD COUNTY COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982**

Respectfully submitted,

**KERNSTINE, PEARLSTINE, ONORATO &  
FATH, LLP**

Date: 2/28/12

By: 

**Stephen M. Hladik, Esquire  
Attorney for Plaintiff**

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNs, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-,  
PLAINTIFF,

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

To: Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833-

Real estate situate at 68 Skinner Lane, Curwensville, Clearfield County, PA 16833-, as more fully set forth on Exhibit "A" attached hereto, is scheduled to be sold at Sheriff's Sale on \_\_\_\_\_, at \_\_\_\_\_ a.m. in the Clearfield County Courthouse, 230 E. Market Street, Clearfield, Pennsylvania, 16830, to enforce the Court Judgment of Seventy-Three Thousand, Two Hundred Thirty-Three Dollars and Eighty-Four Cents (\$73,233.84), (plus any additional interest and costs) obtained by LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2, against you.

## **NOTICE OF OWNER'S RIGHTS**

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Stephen M. Hladik, Esquire  
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1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Clearfield County at (814) 765-2641.
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6. You may be entitled to a share of the money which was paid for your house. A Schedule of Distribution of the money bid for your house will be filed by the Sheriff on or before \_\_\_\_\_. This schedule will state who will be receiving the money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after filing the Schedule of Distribution.
7. You may also have other rights and defenses, or ways of getting your property back, if you act immediately after the sale.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

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

**CLEARFIELD COUNTY COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
814-765-2641, EXT. 5982**

Respectfully submitted,

**KERN, PEARLSTINE, ONORATO &  
FATH, LLP**

Date: 2/28/07

By: Stephen M. Hladik

Stephen M. Hladik, Esquire  
Attorney for Plaintiff

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNNS, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-  
PLAINTIFF,

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

**AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS**

Stephen M. Hladik, Esquire, attorney for the Plaintiff in the above-captioned action, hereby certify that the last known address of each of the Defendant(s) is as follows:

Name:  
Randall W. Peters

Address:  
68 Skinner Lane  
Curwensville, PA 16833-

Deborah Peters

68 Skinner Lane  
Curwensville, PA 16833

RESPECTFULLY SUBMITTED,

KERNNS, PEARLSTINE, ONORATO & FATH,  
LLP

Date: 2/28/06

BY:   
Stephen M. Hladik, Esquire  
Attorney for Plaintiff

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERN'S, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
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Randall W. Peters  
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68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

**ACT 91 CERTIFICATION**

STEPHEN M. HLADIK, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because

( ) an FHA Mortgage  
( ) non-owner occupied  
( ) vacant  
(X) Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: 2/28/06

BY: 

Stephen M. Hladik, Esquire  
Attorney for Plaintiff

EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL NO. 1

ALL that certain parcel of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Southern line of the right-of-way of Township Road T-503, said iron pin being the northeast corner of lands herein conveyed on the western line of lands now or formerly of Harold Strickland; thence by the southern line of the right-of-way of Township Road T-503 by the chord of the arc North 61° 08' West one hundred thirty-four and fifty-seven hundredths (134.57) feet to a point; thence still by the southern line of the right-of-way of Township Road T-503 by the tangent thereof North 57° 42' West one hundred fifty-four and seventy-six hundredths (154.76) feet to a point on line of other lands of the prior Grantors; thence by line of other lands of the prior Grantors South 26° 30' West one hundred forty-five and thirty-seven hundredths (145.37) feet to an iron pin; thence still by the same South 57° 18' West three hundred forty-six and fifty-seven hundredths (346.57) feet to an iron pin on the western line of lands now or formerly of Harold Strickland; thence by the western line of lands now or formerly of Harold Strickland North 7° 24' East one hundred seventy-one and thirteen hundredths (171.13) feet to a point on the southern line of the right-of-way of Township Road T-503 and place of beginning. Containing 1.082 acres and being the same premises as are shaded in red on the map prepared by Lex W. Curry, Registered Surveyor, dated May 22, 1978, and recorded with prior deed.

PARCEL NO. 126-H09-134.

PARCEL NO. 2

ALL THAT CERTAIN Lot or piece of ground situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point (103) on the southwestern right-of-way of Township Road No. T-503 and at corner of original Lot (No. 8 on Plan); thence by same South 29 degrees 03 minutes 64 seconds West 145.37 feet to a point (104); thence still by same South 54 degrees 59 minutes 22 seconds East 346.57 feet to a steel axle (5) on line now or formerly of Francis J. Yarwassky; thence by same South 9 degrees 25 minutes 11 seconds West 241.34 feet to a 3/4" rebar (145) set at corner now or formerly of Justin Brock; thence by same North 80 degrees 34 minutes 49 seconds West 248.74 feet to a 3/4" rebar (144) set; thence still by same South 28 degrees 39 minutes 15 seconds West 248.74 feet to a 3/4" rebar (143) set on line of the Curwensville Borough; thence by same North 61 degrees 20 minutes 45 seconds West 207.10 feet to a 1/2" rebar (28) found in a yellow brick at corner now or formerly of Thomas D. Peters; thence by same north 25 degrees 24 minutes 18 seconds east 350.00 feet to a 1/2" rebar (112) at corner now or formerly of Kenneth D. Peters; thence by same North 7 degrees 07 minutes 45 seconds East 240.00 feet to a 3/4" rebar (109) set at corner of other lot now or formerly of Kenneth D. Peters; thence by same North 25 degrees 59 minutes 36 seconds East 172.50 feet to a 3/4" rebar (108) set flush in earthen drive at the Southwestern right-of-way of Township Road No. T-503; thence by same South 60 degrees 11 minutes 26 seconds East 134.98 feet to the place of beginning (103), CONTAINING 4.9730 acres.

PARCEL NO. 126-H09-252.

BEING the same premises which Randall W. Peters and Deborah Peters, husband and wife, by deed dated May 3, 2002 and recorded May 9, 2002 in Clearfield County in Instrument Number 200207508, granted and conveyed unto Randall W. Peters and Deborah Peters, husband and wife.

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERN, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-,  
PLAINTIFF,

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

FILED <sup>NO CC</sup>  
MAY 30 2006  
WAS: 3461  
LAW

William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT OF SERVICE UPON ALL INTERESTED PARTIES  
PURSUANT TO Pa. R.C.P. 3129.2(c)(1)(iii)**

I, STEPHEN M. HLADIK, ESQUIRE, attorney for Plaintiff in the above-referenced matter, hereby state that on 5/2/06, consistent with the provisions of Pennsylvania Rule of Civil Procedure 3129.2(c)(1)(iii), I caused written notice of the scheduled Sheriff's sale in the above-referenced matter to be served by first class mail, postage prepaid, with Certificate of Mailing, on all persons named in Plaintiff's Affidavit Pursuant to Rule 3129.1, at their respective addresses set forth in that Affidavit. A true and correct copy of Plaintiff's Affidavit Pursuant to Rule 3129.1 is attached to this Affidavit as Exhibit "A", and is made a part of it. A true and correct copy of U.S. Postal Service Form 3877 - Certificates of Mailing for each notice mailed is attached to this Affidavit as Exhibit "B", and is made a part of it.

I hereby verify that the statements made in this Affidavit are true and correct, to the best of my knowledge, information and belief, and that the statements are made pursuant to 18 Pa. C.S.A. § 4904, relating to unsworn falsifications to authorities.

STEPHEN M. HLADIK, ESQUIRE

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNS, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

ATTORNEY FOR PLAINTIFF

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-  
PLAINTIFF,

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

**AFFIDAVIT PURSUANT TO RULE 3129.1**

LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2, c/o WILSHIRE CREDIT CORPORATION, Plaintiff in the above-captioned action, sets forth as of the date of the Praecept for Writ of Execution (Mortgage Foreclosure) was filed, the following was information concerning the real property situate at 68 Skinner Lane, Curwensville, Clearfield County, Pennsylvania 16833, the same being more particularly described on Exhibit "A" attached hereto and incorporated by reference:

1. Names and Addresses of Owner(s) or Reputed Owner(s):

Name: Randall W. Peters	Address: 68 Skinner Lane Curwensville, PA 16833-
Deborah Peters	68 Skinner Lane Curwensville, PA 16833

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

Name: Rancall W. Peters	Address: 68 Skinner Lane Curwensville, PA 16833-
----------------------------	--

Deborah Peters

68 Skinner Lane  
Curwensville, PA 16833

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

Name: LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2 c/o WILSHIRE CREDIT CORPORATION,

Address: 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005-

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

Name: LaSalle Bank National Association, as Trustee for Structured Asset Investment Loan Trust Series 2003-BC2 c/o WILSHIRE CREDIT CORPORATION,

Address: 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005-

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

Name: Address:  
None.

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Name: Address:  
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:

Name: Tenant/Occupant	Address: RR1 Box 474 Curwensville, PA 16833-
Domestic Relations	230 E. Market Street Suite 300 Clearfield, PA 16830
Domestic Relations	Human Services Bldg. 25 S. Front Street 8 <sup>th</sup> Floor Harrisburg, PA 17101
Commonwealth of PA Department of Welfare	P.O. Box 2675 Harrisburg, PA 17105

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

Respectfully submitted,

KERNS, PEARLSTINE, ONORATO &  
FATH, LLP

Date: 2/28/06

By: 

Stephen M. Hladik, Esquire  
Attorney for Plaintiff

EXHIBIT "A"  
LEGAL DESCRIPTION

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PARCEL NO. 126-H09-252.

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SEIZED, taken in execution to be sold as the property of RANDALL W. PETERS AND DEBORAH PETERS, at the suit of LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET INVESTMENT LOAN TRUST SERIES 2003-BC2. JUDGMENT NO. 06-65-CD



**FILED**

**MAY 30 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$500 per piece subject to additional limitations for multiple pieces lost or damaged in a single catastrophic occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500, but optional Express Mail Service merchandise insurance is available for up to \$5,000 to some, but not all countries. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See *Domestic Mail Manual* R900, S913, and S921 for limitations of coverage on insured and COD mail. See *International Mail Manual* for limitations of coverage on international mail. Special handling charges apply only to Standard Mail and Parcel Services parcels.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20304  
NO: 06-65-CD

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET INVESTMENT  
LOAN TRUST SERIES 2003-BC2

vs.

DEFENDANT: RANDALL W. PETERS AND DEBORAH PETERS

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 03/22/2006

LEVY TAKEN 03/30/2006 @ 10:15 AM

POSTED 03/30/2006 @ 10:15 AM

SALE HELD 09/01/2006

SOLD TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET  
INVESTMENT LOAN TRUST SERIES 2003-BC2

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 09/18/2006

DATE DEED FILED 09/08/2006

PROPERTY ADDRESS RR 1, BOX 474, A/K/A 68 SKINNER LANE CURWENSVILLE , PA 16833

**SERVICES**

03/30/2006 @ 10:15 AM SERVED RANDALL W. PETERS

SERVED, RANDALL W. PETERS, DEFENDANT, AT HIS RESIDENCE 68 SKINNER LANE, CURWENSVILLE, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO RANDALL W. PETERS

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

03/30/2006 @ 10:15 AM SERVED DEBORAH PETERS

SERVED DEBORAH PETERS, DEFENDANT, AT HER RESIDENCE 68 SKINNER LANE, CURWENSVILLE, CLEARFIELD COUNTY,  
PENNSYLVANIA BY HANDING TO RANDALL W. PETERS, HUSBAND/CO DEFENDANT

@ SERVED

NOW, JUNE 1, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF'S SALE SCHEDULED FOR  
JUNE 2, 2006 TO SEPTEMBER 1, 2006.

FILED  
03/30/06  
SEP 18 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 20304  
NO: 06-65-CD

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET INVESTMENT  
LOAN TRUST SERIES 2003-BC2

vs.

DEFENDANT: RANDALL W. PETERS AND DEBORAH PETERS

Execution REAL ESTATE

## SHERIFF RETURN

SHERIFF HAWKINS \$231.75

**SURCHARGE \$40.00 PAID BY ATTORNEY**

Sworn to Before Me This

## So Answers,

Day of 2006

✓ Chester A. Hawkins  
Sheriff

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNs, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

ATTORNEY FOR PLAINTIFF

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-,  
PLAINTIFF,

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

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

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please issue a Writ of Execution in the above matter, and direct the Sheriff to levy on the real property located at RR1 Box 474, Curwensville, Clearfield County, Pennsylvania 16833.

Amount due	\$73,233.84
Interest from	\$

<b>TOTAL</b>	<b>\$*</b>	
		125.00 Prothonotary costs

\*together with interest at the aggregate daily rate of \$21.67, plus costs, expenses, attorneys' fees, and all other amounts due and payable under the Note and Mortgage and for foreclosure and sale of the mortgage premises.

Respectfully submitted,  
KERNs, PEARLSTINE, ONORATO & FATH, LLP

By:

Stephen M. Hladik, Esquire *[Signature]*  
I hereby certify this to be a true  
and correct copy of the original  
document serving as the basis for this case.

MAR 22 2006

Attest:

STEPHEN M. HLADIK, ESQUIRE  
ATTORNEY I.D. NO. 66287  
KERNNS, PEARLSTINE, ONORATO & FATH, LLP  
425 West Main Street, P.O. Box 29,  
Lansdale, PA 19446-0029

ATTORNEY FOR PLAINTIFF

LaSalle Bank National Association, as  
Trustee for Structured Asset Investment  
Loan Trust Series 2003-BC2,  
c/o WILSHIRE CREDIT CORPORATION,  
14523 SW Millikan Way, Suite 200,  
Beaverton, OR 97005-,  
PLAINTIFF,

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

NO: 2006-65-CD

v.

Randall W. Peters  
Deborah Peters  
68 Skinner Lane,  
Curwensville, PA 16833,  
DEFENDANT(S).

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:

RR1 Box 474, Curwensville, PA 16833  
a/k/a 68 Skinner Lane, Pike Twp., Curwensville, PA 16833

(SEE LEGAL DESCRIPTION ATTACHED AS Exhibit "A")

AMOUNT DUE	<u>\$73,233.84</u>
INTEREST from	\$
(costs to be added)	<u>\$125.00</u>

Prothonotary costs

Date: 3/20/2006

*W.M. Hladik*

Prothonotary

Received March 22, 2006 @ 3:30 P.M. By: \_\_\_\_\_

*Chester A. Haderis*

*By Cynthia Butler-Aughenay*

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RANDALL W. PETERS      NO. 06-65-CD

NOW, September 18, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on September 01, 2006, I exposed the within described real estate of Randall W. Peters And Deborah Peters to public venue or outcry at which time and place I sold the same to LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET INVESTMENT LOAN TRUST SERIES 2003-BC2 he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	5.34
MILEAGE	15.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.07
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$231.75</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$31.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	73,233.84
INTEREST @ %	0.00
FROM TO 09/01/2006	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$73,273.84</b>
<b>COSTS:</b>	
ADVERTISING	701.62
TAXES - COLLECTOR	1,120.60
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.00
SHERIFF COSTS	231.75
LEGAL JOURNAL COSTS	288.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,782.97</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

KERNs,  
PEARLSTINE, ONORATO  
& HLADIK, LLP

Robert J. Kerns  
Neal R. Pearlstine \*\*♦  
David C. Onorato \*\*  
Stephen M. Hladik \*  
Richard S. Watt  
Carol A. Sweeney \*  
Dana J. Rhode  
Gregory W. Fox

Of Counsel  
Kristen Zellers Rath \*\*♦  
John C. Rafferty, Jr.  
Kevin Conrad

ATTORNEYS AT LAW

June 1, 2006

\* Also Admitted to FL Bar  
\*\* Also Admitted to CA Bar  
\* Also Admitted to NJ Bar  
♦ LL.M. in Taxation  
PLEASE REPLY TO:  
P.O. Box 29  
Lansdale, PA 19446-0029

**VIA TELECOPY**

Office of the Sheriff  
CLEARFIELD COUNTY COURTHOUSE  
230 E. Market Street  
Clearfield, PA 16830  
ATTN: Cindy

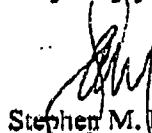
RE: LaSalle Bank N.A. ....v. Randall Peters & Deborah Peters  
Docket Number: 2006-65-CD  
Our File Number: 16-771

Dear Cindy:

Due to the Defendant's bankruptcy filing (Case # 06-70364), kindly postpone the sheriff's sale in the above-referenced matter until September 1, 2006.

Thank you for your assistance in this matter.

Very truly yours,

  
Stephen M. Hladik

SMH/sam