

06-130-CD  
REO Prop. Corp. vs Julia I. Smith

**Reo Prop vs Julia Smith  
2006-130-CD**

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
JOSEPH REJENT, ESQ.,  
ILANA ZION, ESQ.,  
MEGAN D.H. SMITH, ESQ.  
ATTORNEY I.D. NOS. 86727, 59621, 87137 & 84047  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

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

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

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

FILED *Atty pd.  
mjl:26/31* 85.00  
JAN 26 2006  
*un* 2cc Shff  
William A. Shaw  
Prothonotary/Clerk of Courts

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

## NOTICIA

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

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

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PLAINTIFF

VS.

Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

### COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, REO Properties Corporation, the address of which is, 1665 Palm Beach Lakes, Suite 105, West Palm Beach, FL 33401, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:  
Mortgagee: National City Bank of Pennsylvania  
Mortgagor(s): Julia I. Smith
- (b) Date of Mortgage: November 12, 1999
- (c) Place and Date of Record of Mortgage:  
Recorder of Deeds  
Clearfield County  
Mortgage Book instrument Page 199918958  
Date: November 16, 1999

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) Assignments:

Assignor: National City Bank of Pennsylvania

Assignee: Reo Properties Corporation

Date of Assignment: As Recorded

Recording Date: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 1509 Lawrence Avenue, Hyde, Pa 16843 and is more specifically described as attached as part of Exhibit "A":
4. Each Mortgagor named in paragraph 1 executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached and marked as Exhibit "B."
5. The name and mailing address of each Defendant is:  
Julia I. Smith, 1509 Lawrence Avenue, Hyde, PA 16843
6. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
7. 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 April 5, 2004 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
8. The following amounts are due as of January 21, 2006:

Principal of Mortgage debt due and unpaid	\$37,433.17
Interest currently due and owing at 11.75% per annum calculated from March 5, 2004 at \$12.05 each day	\$8,290.40
Late Charge of \$49.45 per month assessed on the 16th of each month from April 21, 2004 to January 21, 2006, (22 Months)	\$1,087.90
Property Inspection	\$10.50
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1,500.00
<b><u>TOTAL</u></b>	<b>\$48,571.97</b>

9. Interest accrues at a per diem rate of 12.05 each day after January 21, 2006, 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.

10. 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.
11. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "C".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant in the amount set forth in paragraphs 8 and 9, 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.

SHAPIRO & KREISMAN, LLC

Date: 1-25-06

BY:   
\_\_\_\_\_  
Joseph Rejent, Esquire  
Attorney for Plaintiff

S & K File No. 05-23869

Feb-28-2005 04:32PM

Mail To: National City Bank  
P.O. Box 5570, Lot. #7120  
Cleveland, Ohio 44101

T-847 P.013/015 F-081  
KAREN L. STACK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
RECORDED ON  
10/29/1899  
INSTRUMENT NUMBER  
3-27448 PM  
RECORDER BY  
SUSAN SMITH FEE - \$13.00  
145-2375  
MORTGAGE  
OWNER  
ROGER  
INVEST FUND  
RE MITT INC  
L  
COST  
MORTGAGE  
11/12/1999  
UNMARRIED  
WHEREAS, JULIA L SMITH  
called the "Borrower", (a) hereinafter indebted to Lender in the principal sum of Twenty One Thousand Five Hundred Ninety and 75/100  
Dollars (\$ 21,595.75) evidenced by a note (the "Note") dated 11/12/1999;

## National City.

## Mortgage

THIS MORTGAGE is made on 11/12/1999, between JULIA L SMITH

UNMARRIED

(hereinafter called "Owner") and National City Bank of Pennsylvania (hereinafter called "Lender"). As used herein, the term "Owner" refers individually and collectively to all Owners, and all such persons shall be jointly and severally bound by the terms hereof.

WHEREAS, JULIA L SMITH (hereinafter, whether one or more, called the "Borrower"), (a) hereinafter indebted to Lender in the principal sum of Twenty One Thousand Five Hundred Ninety and 75/100 Dollars (\$ 21,595.75) evidenced by a note (the "Note") dated 11/12/1999;

TO SECURE: the payment of all sums due or which may become due under the Note, and any and all extensions, refinancings, substitutions, modifications or renewals thereof in whole or in part (all of which is hereinafter called the "Indebtedness"); Borrower's obligations under the Note; Owner's performance under this Mortgage; the payment of all other amounts, with interest, advanced hereunder for the payment of taxes, assessments, insurance premium and costs incurred to protect the security of this Mortgage; and the payment of Lender's costs of collection, including costs of suit and reasonable attorneys' fees to the extent permitted by law if suit is filed or other action taken to collect the sums owing or to protect the security of this Mortgage; Owner by these presents does grant, bargain, sell, and convey unto Lender, its successors, and its assigns all of the following described real estate, together with all improvements, now or hereafter erected, and all easements, rights, and appurtenances thereto, located at:

1509 LAWRENCE AVENUE (Lawrence Twp.) LYDE PA 166430000 CLEARFIELD  
Street Township/City/Municipality/Borough County

Commonwealth of Pennsylvania (the "Property"), which was conveyed to Owner by Deed dated 11/28/1969, and duly recorded in the office for the Recording of Deeds in said County, in Deed Book No. 526, Page 315, Tax Parcel Number (or other Uniform Parcel Identifier, if any) 123-109-268-31, as the Property is therein described and,  if this box is checked, as the Property is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said Lender, its successors and its assigns, FOREVER.

PROVIDED, HOWEVER, upon payment in full of the Indebtedness and performance of the covenants herein, the estate hereby granted shall be discharged.

OWNER represents, warrants, covenants, and agrees that:

1. Borrower shall promptly pay to Lender interest, principal and other sums due under the Note, in accordance with the terms of the Note.
2. Owner will keep and perform all the covenants and agreements contained herein.
3. Owner warrants and represents to Lender that Owner is the sole owner of the Property; has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Owner will defend the title to the Property against all claims and demands except encumbrances now recorded.
4. Owner will pay when due all taxes, assessments, levies, and other charges on or against the Property which will attain priority over this Mortgage. At Lender's request, Owner shall deliver written evidence of all such payments to Lender.
5. Owner will not sell, enter into an installment sale contract for the sale of, lease, give, transfer, or encumber the Property or any right or interest in the Property, in whole or in part, without Lender's prior written permission.
6. Owner shall keep the Property in good repair, excepting only reasonable wear and tear. Owner will comply with all laws respecting ownership and use of the Property. Owner will permit Lender's authorized representatives to enter upon the Property at any reasonable time for the purpose of inspecting the condition of the Property. Without the written consent of Lender, Owner will not permit removal or demolition of improvements now or hereafter erected on the Property, nor will Owner permit waste of the Property or alteration of improvements now or hereafter erected on the Property which would adversely affect its market value as determined by Lender.
7. Owner shall keep the Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Lender shall require, in such amounts as Lender shall require. Owner shall purchase flood insurance as and to the extent required by law. Owner may obtain such insurance from any insurer(s) of Owner's choice, provided that said insurer(s) shall be acceptable to Lender. At Lender's request, all insurance policies shall contain loss payable clauses in favor of Lender and Owner shall deliver written evidence of all such insurance to the Lender.
- In the event of loss, Owner shall give prompt notice to the insurer and Lender. Lender at its option may elect to make proof of loss if Owner does not do so promptly, and to take any action it deems necessary to preserve Owner's or Lender's rights under any insurance policy.
- Insurance proceeds shall be applied to restoration or repair of the Property or to reduction of the Indebtedness, as Lender may determine in its sole discretion. Owner hereby appoints Lender, its successors, and assigns as Owner's attorney in fact to endorse Owner's name to any draft or check which may be payable to Owner in order to collect such insurance proceeds. Any balance of insurance proceeds remaining after payment in full of amounts due hereunder shall be paid to Owner.
8. Owner will pay or perform all obligations under any mortgage, lien or security agreement which has priority over this Mortgage.

46/963

Rev. 6/90) 02/00P

Station: View2 - 02/28/2005 1:50:48 PM

CLEARFIELD COUNTY

Inst. # 198918958 - Page 1

Exhibit  
(A)

Feb-28-2005 04:32PM

N.R.E.I.S.

11/10/99 5:01: PAGE 4/4 NREIS

T-647 P.014/015 F-091

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 11/28/1969 AND RECORDED 11/28/1969, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 556 AND PAGE 315.

ADDRESS: PO BOX 160, 1509 LAWRENCE AVE.; HYDE, PA 16843 TAX MAP OR PARCEL ID NO.: 123-J09-268-31

9. If Owner fails to perform any of the obligations or duties required by the covenants and agreements in this Mortgage, Lender may at its option elect to do so and advance those amounts that it deems necessary to protect the Property and/or Lender's rights in the Property and under this Mortgage. Owner hereby agrees to repay to Lender on demand all sums which Lender has advanced, with interest thereon at the rate of interest stated in the Note; and all sums so paid, together with interest thereon, until repaid to Lender shall be part of the indebtedness and be secured hereby.

10. Subject to the rights of the holders of any prior mortgage, Owner hereby assigns to Lender all proceeds of any award in connection with any condemnation or other taking of the Property or any part thereof, or payment for conveyance in lieu of condemnation.

11. If this Mortgage is on a unit in a condominium or a planned unit development, Owner shall perform all of Owner's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules and regulations of the condominium or planned unit development, and related documents.

12. As additional security hereunder, Owner hereby assigns to Lender any and all leases on the Property, now existing or which may hereafter be made, together with any and all rents and Owner's rights as landlord under law; provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.

13. Owner will be in default under this Mortgage: in the event of any breach of any warranty, covenant, or agreement contained in this Mortgage; or if any representation or warranty contained herein proves to be false or misleading; or in the event of any default under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the indebtedness; or if any other creditor tries to take the Property by legal process; or if bankruptcy proceedings are filed by or against any Owner; or if any tax lien or levy is filed against the Property or any Owner; or if the Property is destroyed, seized or condemned by any governmental authority; or if any Owner dies. To the extent permitted by law, if Owner is in default under this Mortgage, Lender may, at its option, after any notice required by law, declare due and payable the unpaid balance of all amounts secured by this Mortgage and owing under the Note. Lender may, in addition to exercising any rights which Lender may have under the Note, take possession of the Property, collect any and all rents and sell the Property for the collection of the indebtedness. If a mortgage foreclosure action or other action is filed on this Mortgage, or if Lender takes any action to protect or enforce its interest; Owner agrees to pay all of Lender's costs and expenses, including reasonable attorneys' fees to the extent permitted by law.

14. Lender's rights and remedies under this Mortgage, the Note or otherwise by law shall be cumulative and not alternative and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

15. Without notice to Owner, Lender may deal with Borrower(s), the indebtedness and any collateral security therefor in such manner as Lender may deem appropriate or advisable including without limitation, renewing or extending the indebtedness or any part thereof, accepting partial payment, substituting or releasing other collateral for the indebtedness, releasing and discharging from liability Borrower(s) or any Cosigner or other person liable for all or part of the indebtedness, all without impairing the obligations of Owner or the rights of Lender hereunder.

16. Except for any notice required under applicable law to be given in another manner, any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.

17. The covenants, conditions, and agreements contained herein shall bind the Owner's heirs, personal representatives and successors and, subject to Paragraph 5, any person to whom the Property is transferred. The rights and privileges contained herein shall inure to the Lender's successors and assigns. Lender can sell, transfer or assign this Mortgage without Owner's consent.

18. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

19. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Note.

20. Owner's obligations under paragraphs 4, 7, 8, 9 and 13 shall survive any judgment in mortgage foreclosure.

21. Any Owner who signs this Mortgage but does not sign the Note does so only to mortgage Owner's interest in the Property to secure payment and performance of the Note and Owner does not agree to be personally liable on the Note.

IN WITNESS WHEREOF, and intending to be legally bound, each Owner has duly executed this Mortgage the day and year first above written.

WITNESS:

Karen Paul

Julia I. Smith

(SEAL)

(SEAL)

ACKNOWLEDGMENT JULIA I. SMITH

COMMONWEALTH OF PENNSYLVANIA )  
|  
COUNTY OF )  
|

On the 12TH day of NOVEMBER, 1999, before me, the undersigned officer (who certifies that he/she is not an officer or director of National City Bank of Pennsylvania), personally appeared JULIA I. SMITH, 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 therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission Expires:

Notated Seal
Georges S. Alldredge, Notary Public
Monroe County, Pennsylvania
My Commission Expires Feb. 4, 2002

Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I, KAREN PAUL,

do hereby certify that Mortgagor's precise residence is 2136 Zhou Run Road Pittsburgh PA 15218

Karen Paul

Agent for Mortgagor

Age S. Y.  
Notary Public



INN 7/28/0234P

# National City Complete Loan.

National City is a registered trademark of National City Corporation.

## Fixed Rate Simple Interest N And Security Agreement Branch

Dated 11/12/1999

**JULIA I SMITH**

**1 Debtor(s)**

Address 1509 LAWRENCE AVENUE

City HYDE

State, Zip PA 168430000

**2 TERMS OF REPAYMENT** FOR VALUE RECEIVED, you the undersigned ("Debtor"), promise to pay to the order of National City Bank of Pennsylvania ("Bank"), the principal sum of \$ 41519.75 together with interest on the principal sum outstanding from time to time and on any other amounts due under this Agreement, except interest, at the rate of 11.750 % per annum and payable in 179 consecutive monthly installments of \$ 494.50 each, with a final installment of \$ 494.50 beginning on 01/05/2000 and continuing on the same day of each month thereafter until paid in full. Your payment history could affect the amount you owe under this Agreement.

**3 DESCRIPTION OF GOODS OR REAL ESTATE SECURING PAYMENT ("PROPERTY")**  
PO BOX 160 1509 LAWRENCE AVENUE HYDE PA 16843

YEAR, MAKE, MODEL	NEW OR USED	MANUFACTURER'S SERIAL NUMBER

**4 LOAN USE** You represent to Bank that the loan proceeds are to be used as follows: LOAN CONSOLIDATION

**5 DISBURSEMENT OF PROCEEDS** Bank is authorized to disburse loan proceeds as indicated in the Itemization of the Amount Financed.

**6 INSURANCE AGREEMENT** Insurance on the property must be obtained by you. You may choose the person through whom such insurance is obtained. You cannot obtain such insurance from Bank. Bank may require Vendor's Single Interest Insurance for the term of this Agreement. Vendor's Single Interest Insurance protects only the Bank's interests. You may obtain extended warranty coverage, but such coverage is not required and cannot be obtained from Bank. Written evidence of insurance, with Bank named as loss payee, will be delivered to Bank. If the security for this loan is real estate, you must maintain proper real estate insurance on the Property including proper flood insurance required by law. If this loan is secured by other than real estate, insurance must consist of Fire, Theft, Comprehensive and Collision with not more than Five Hundred Dollars (\$500.00) deductible. If you fail to maintain such insurance, Bank may, at its option, obtain insurance on the Property. The insurance obtained by Bank shall include that coverage which Bank, in its sole discretion, deems necessary to protect Bank's interest in the Property. If Bank obtains the insurance, you agree to pay Bank the premium therefor plus interest thereon at the contractual rate. You acknowledge that Bank, as insured, may receive refunds or other remuneration which could affect the net cost of such coverage to Bank. You agree that in no case shall you be entitled, directly or indirectly, to such refund or other remuneration. The aggregate of such premium and interest shall be divided by the number of monthly installments remaining and the amount of each remaining monthly installment shall be proportionately increased. If you purchased GAP Waiver or Vendor's Single Interest Insurance, you still must maintain any and all insurance required by this Agreement. If the Property is lost, stolen or destroyed, you must still pay Bank whatever you owe under this Agreement. In the event you purchased GAP Waiver, you must continue to make your payments until Bank receives your full insurance proceeds. If any credit insurance, Vendor's Single Interest Insurance or GAP Waiver is financed under this Agreement, the cost and terms are shown on the Disclosure Statement. You irrevocably make Bank your agent for adjustment of all insurance losses and settlement thereof (including any with a third party insurer) for an amount Bank in good faith deems reasonable. This agency shall be coupled with an interest and shall not be revoked by your death, incompetency or incapacity. All amounts Bank receives may, at its option, be applied to the indebtedness evidenced by this Agreement or used to repair or replace the Property.

**7 PREPAYMENT** You may prepay the principal sum of this Agreement in whole or in part at any time or from time to time, without penalty. In the event of prepayment, interest on the sum prepaid shall be computed on the basis of a 365-day year, but calculated on actual days.

**8 LATE CHARGE** If you are in default [as defined (11)] and Bank requires immediate payment of the whole amount outstanding under this Agreement, you agree to pay Bank interest on the remaining balance at the contractual rate in effect at the time of acceleration. If you are more than fifteen (15) days late in paying an installment and Bank does not require immediate payment of the whole amount outstanding hereunder, you promise to pay Bank a late charge of ten percent (10%) of the monthly payment then due, with a minimum charge of \$20.00.

**9 RETURN CHECK CHARGE** You will pay \$20.00 for each return of a dishonored check, negotiable order of withdrawal, or share draft issued by you.

**10 SECURITY AGREEMENT** You give Bank a security interest in the Property (including, without limitation, any accessions and all loss proceeds and unearned premiums of insurance covering the Property), all proceeds and all unearned premiums on credit insurance and extended warranty financed, all proceeds and all GAP Waiver refunds financed and in all deposit accounts you have or at any time may have with Bank and Bank's affiliates to secure the payment of any amounts owed under this Agreement, and (except for the Property if the Property is your principal residence) all other indebtedness you have or at any time may have with Bank and Bank's affiliates. However, if Bank now has any earlier lien on your principal residence as security for future obligations, Bank waives such security as to this Agreement only. If you are in default [as defined (11)], Bank is authorized to cancel any policies of credit insurance and extended warranty financed and any GAP Waiver contract financed. Bank may at any time apply all loss proceeds and unearned premiums of insurance covering the Property, as well as unearned premiums on credit insurance and extended warranty financed or GAP Waiver refunds financed to the balance outstanding under this Agreement or, at its option, to repair or replace the Property.

**11 DEFAULT** You will be in default on this Agreement: (i) if you do not pay an installment on time or do not pay on time any other indebtedness owing by you to Bank or Bank's affiliates; or (ii) if any creditor tries by legal process to take funds from any account of yours with Bank or Bank's affiliates or to levy execution on the Property; or (iii) if there is a filing for your bankruptcy or insolvency; or (iv) if you die or are declared legally incompetent or legally incapacitated; or (v) any statement in your loan application or any other writing is materially false; or (vi) if you fail to comply with any other term or condition contained in this Agreement or in any other agreement with Bank or Bank's affiliates; or (vii) if a judgment is entered against you in any court of record; or (viii) if you do not pay any of your debts as they come due; or (ix) if the Property is threatened with, or subject to, seizure, levy, attachment, condemnation, or forfeiture. If you are in default, Bank can then require immediate payment of the whole amount outstanding under this Agreement or of any other outstanding indebtedness you have with Bank (except indebtedness secured by your principal residence), and may use any right and remedies under the law including the right to go peaceably without court process upon any premises where the Property may be and remove it. If Bank requests, you agree to deliver the Property to it at a reasonably convenient place. Unless otherwise required by law, any property not covered by this Agreement which may be repossessed with the Property may, at Bank's sole option, be mailed to you at any address indicated on Bank's records. Bank may sell, lease, or otherwise dispose of the Property. You will owe Bank the reasonable costs of repossession, repair, storage, preparation for sale, and sale. The net proceeds of sale or other disposition of the Property shall be applied to the amount you then owe Bank and Bank's affiliates. You shall pay to Bank any remaining balance owing under this Agreement. If Bank sues to collect any amount you owe it, the Bank may charge you for court costs and reasonable attorney's fees for Bank's own salaried lawyers or independent counsel that it hires.

**12 WARRANTIES** You acknowledge that all information you provide to Bank is true and complete, and that you are a natural person and fully competent to enter into contracts.

**13 OTHER PROVISIONS** You further agree that: (1) you will keep the Property insured and in good condition and will remit to Bank all taxes and license

Exhibit "B"

## NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, (where permitted by law), etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt. The undersigned acknowledge receipt of this Notice prior to becoming obligated.

**COPY RECEIVED** You, intending to be legally bound, agree to all provisions of this Agreement, including page 1 hereof, which is incorporated herein by reference, and acknowledge that you received a copy of this Agreement, including the Disclosure Statement with all applicable blanks completed before you signed below.

JULIA I SMITH

Type or print name of Debtor

*Julia I. Smith*  
Debtor's Signature

11-12-88  
Date

Type or print name of Debtor

Debtor's Signature

Date

Type or print name of Debtor

Debtor's Signature

Date

Type or print name of Debtor

Debtor's Signature

Date

71069017515107026099

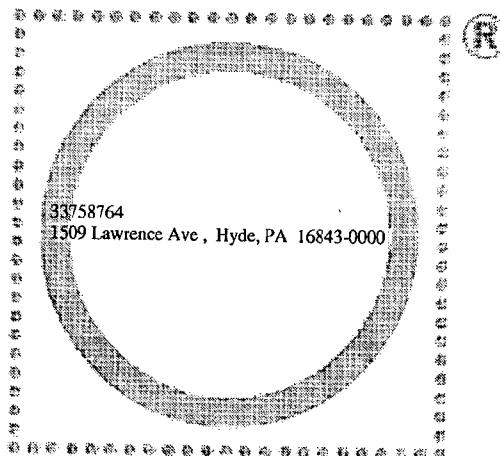
January 18, 2005

VIA First Class Mail  
VIA Certified Mail (return receipt requested)  
Certified Number: 71069017515107026099

Julia Smith

1509 Lawrence Ave  
Hyde, PA 16843-0000

Re:      Loan Number:  
Property Address:



O C W E N  
Please see the enclosed Document

DACT91.2

Exhibit "C"

## APPENDIX A

January 18, 2005

# 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 to save your home. This Notice explains how the program works.**

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

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

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

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

**PROPERTY ADDRESS:** 1509 Lawrence Ave,  
Hyde, PA 16843-0000

LOAN ACCT. NO.: 33758764  
ORIGINAL LENDER: NATIONAL CITY BANK OF PENNSYLVANIA  
CURRENT LENDER/SERVICER: Ocwen Federal Bank FSB

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --The MORTGAGE debt held by the above lender on your property located at: 1509 Lawrence Ave, Hyde, PA 16843-0000

IS SERIOUSLY IN DEFAULT because:

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

10 payments in the amount of \$ 494.50 from April 05, 2004 through January 18, 2005

**DETAIL SUMMARY:**

Principal and Interest.....	\$ 4,945.00
Escrow.....	\$ 0.00
Total Late Charges.....	\$ 49.45
Non-sufficient Funds Charges.....	\$ 0.00
Other Advances.....	\$ 802.50
Interest Arrearage.....	\$ 0.00
Non-Escrow Balance.....	\$ 0.00
Subsidy Balance (CREDIT).....	\$ 0.00
Suspense Balance (CREDIT).....	\$ 0.00
Non-NSF Fees.....	\$ 0.00
Interest Reserve Balance .....	\$ 0.00
 TOTAL DUE.....	 \$ 5,796.95

**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, \$5,796.95 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by Western Union Quick Collect, Cashier's Check, Certified Check or Money Order made payable and sent to:

OCWEN FEDERAL BANK FSB,  
PO BOX 514577  
Los Angeles, CA 90051-4577

**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.

DACT91.2

**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 lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 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 servicer.

**HOW TO CONTACT THE SERVICER:**

Name of Servicer: OCWEN FEDERAL BANK FSB

Address: 1675 PALM BEACH LAKES BLVD  
WEST PALM BEACH, FL 33401-2122

Phone Number: 877-596-8580  
Fax Number: 407-737-5199  
Contact: Christopher Lawrence

**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 MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**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)*

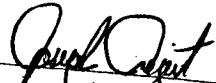
VERIFICATION

Joseph Rejent, Esquire hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief.

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

SHAPIRO & KREISMAN

BY:



Joseph Rejent, Esquire  
Attorney for Plaintiff

Dated: 1-25-06

SHAPIRO & KREISMAN, LLC  
BY: JOSEPH REJENT, ESQUIRE  
ATTORNEY I.D. NO: 59621  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation

1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401  
PLAINTIFF

VS.

Julia I. Smith  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:06-130-CD

PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification to the Complaint in the above-captioned civil action.

Respectfully Submitted,  
SHAPIRO & KREISMAN

BY:

  
Joseph Rejent, Esquire  
Attorneys for Plaintiff

FILED NO cc  
m 11:07 AM  
FEB 21 2006  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

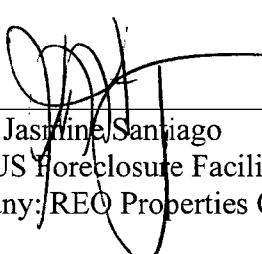
REO Properties Corporation v. Julia I. Smith

VERIFICATION

The undersigned, an officer of the Corporation which is the Plaintiff in the foregoing Complaint or an officer of the Corporation which is the servicing agent of Plaintiff, and being authorized to make this verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF P.A.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Date: 01/30/2006

  
Name: Jasmine Santiago  
Title: US Foreclosure Facilitator  
Company: REO Properties Corporation

Loan: 33758764  
05-23869

**JULIA I. SMITH  
1509 LAWRENCE AVENUE  
HYDE, PENNSYLVANIA 16843**

**FEBRUARY 17, 2006**

*06-130-CD*

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830**

**RE: CAUSE # 06-130-CD MORTGAGE FORCLOSURE NOTICE**

**FILED**  
*1/21/06*  
**FEB 24 2006** *(\*)*

William A. Shaw  
Prothonotary/Clerk of Courts

**TO WHOM IT MAY CONCERN:**

**THIS LETTER IS IN RESPONSE TO A LEGAL ACTION THAT IS BEING TAKEN AGAINST JULIA I. SMITH OF 1509 LAWRENCE AVENUE IN HYDE, PENNSYLVANIA. SHE HAS BEEN NOTIFIED THAT SHE HAD TO APPEAR OR RESPOND TO THIS NOTIFICATION WITHIN TWENTY DAYS OF RECEIVING IT. THERE ARE SEVERAL ISSUES THAT NEED TO BE CLARIFIED SO THAT AN APPROPRIATE RESPONSE CAN BE GIVEN TO THIS ALLEGATIONS MADE BY REO PROPERTIES CORPORTION. THERE WAS A BANKRUPTCY FILED IN 1003 IN BEHAEVE OF JULIA I. SMITH WHICH WOULD HAVE STAYED THE PAYMENT UNTIL THE MATTER WAS RESOLVED. THERE ARE COPIES OF PAYMENT MADE TO OCWEN MORTGAGE COMPANY OVER THE TIME SHE HAD BEEN WITH THAT PARTICULAR CORPORATION THAT DO NOT CORSEPONDED WITH THE BALANCE THEY SHOWS THAT IS OWED. THERE IS THE FACT THAT THE ORIGINAL MORTGAGE LENDER WAS NATIONAL CITY WHICH SOLD THEIR RIGHTS TO ANOTHER CORPORATION AND OCWEN TACKED ON AN ADDITIONAL FEE OF OVER TWO THOUSAND DOLLARS. THUS I BELIEVE THAT WE NEED TO BEEN ABLE TO SEE THE RECORDS OF THE LOAN AND RECORDS OF THE PAYMENTS THAT THEIR OFFICE IS SHOWING. WE WOULD ALSO LIKE AN AMORIZATION STATEMENT TO VERIFY WHAT THE PRINCIPAL AND INTEREST WOULD HAVE SHOWN FOR EACH MONTH FOR THE ENTIRE LENGTH OF JULIA'S LOAN.**

**YOUR RECORDS SHOW THAT JULIA OWES OVER FIVE THOUSAND DOLLARS. OWEN SENT JULIA I. SMITH A STATEMENT IN DECEMBER OF 2005 SHOWING SHE OWED NINE HUNDRED AND FIFTY DOLLARS. THAT'S A BIG DIFFERENCE. OCWEN IS ALSO SHOWING THAT THE ENDING PRINCIPAL BALANCES FOR BOTH 2004 AND 2005 ARE THE SAME. THAT'S ALSO A PROBLEM THAT HAS NOT BEEN EXPLAINED. THERE IS ALSO THEIR RECORDS SHOWING THAT WHEN THEY PURCHASED THE LOAN FROM NATIONAL CITY THEY CHARGED AN ADDITIONAL AMOUNT OF OVER TWO THOUSAND DOLLARS TO JULIA SMITH AND SHE HAD NO IDEA OF THAT HAPPENING UNTIL THIS LAST BIT OF PAPER WORK WAS SENT TO HER JUST RECENTLY. ANOTHER FACTOR IS THAT OWEN FEDERAL BANK MORTGAGE CORPORATION HAS A CLASS ACTION SUIT FILED AGAINST THEM FOR INAPPROPRIATE BUSINESS PRACTICES AND JULIA I. SMITH HAS BEEN ADDED TO THAT CLASS ACTION SUIT LIST OF CLIENTS.**

**IF THE INFORMATION THAT WE HAVE REQUESTED CAN BE SENT WE WILL GLADLY LOOK OVER THE MATERIAL AND GIVE AN ADDITIONAL ANSWER TO YOUR INQUIRY.**

**PLEASE SEND ALL CORRESPONDENCE TO MY SON, CHESTER SMITH, WHO RESIDES AT 3404 WEST 40<sup>TH</sup> STREET LOCATED IN GARY, INDIANA 46408**

**SINCERELY**  
*Julia I. Smith*  
**JULIA I. SMITH**

**CC: SHARPIO AND KREISMAN, LLC  
FILE**

**FILED**

**APR 10 2006**

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

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

DOCKET # 101208  
NO: 06-130-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: REO Properties Corporation  
vs.  
DEFENDANT: JULIA I. SMITH

## **SHERIFF RETURN**

## RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	162523	20.00
SHERIFF HAWKINS	SHAPIRO	162523	27.56

Sworn to Before Me This

## So Answers,

✓ Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101208  
NO: 06-130-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: REO Properties Corporation  
vs.  
DEFENDANT: JULIA I. SMITH

**SHERIFF RETURN**

---

NOW, January 31, 2006 AT 2:07 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT DEFENDANT AT 1509 LAWRENCE AVE., HYDE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JULIA SMITH, DEFENDANT/OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101208  
NO: 06-130-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: REO Properties Corporation  
VS.  
DEFENDANT: JULIA I. SMITH

**SHERIFF RETURN**

---

NOW, January 31, 2006 AT 2:07 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JULIA I. SMITH DEFENDANT AT 1509 LAWRENCE AVE., HYDE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JULIA SMITH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / HUNTER

**FILED**  
07.09.2011  
APR 10 2006  
WS

William A. Shaw  
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
S & K FILE NO. 05-23869

REO Properties Corporation  
PLAINTIFF

VS.

Julia I. Smith  
DEFENDANTS

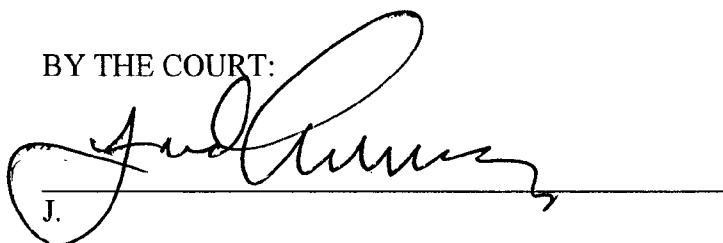
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

SCHEDULING ORDER

AND NOW, this 12 day of Sept., 2006, upon  
consideration of the Plaintiff's Motion for Summary Judgment it is hereby ORDERED that a  
hearing be held on Plaintiff's Motion for Summary Judgment on October 12, 2006 <sup>④</sup>  
in Courtroom # 1 in the Clearfield County Courthouse, Second & Market Street,  
Clearfield, PA 16830.

BY THE COURT:



J.

FILED <sup>CC</sup>  
09/26/06 Atty Smith  
SEP 13 2006  
B6  
William A. Shaw  
Prothonotary/Clerk of Courts

AA  
SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
Plaintiff,

v.

Julia I. Smith  
Defendant.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

**FILED**

SEP 01 2006  
m/11:45 (w)  
William A. Shaw  
Prothonotary/Clerk of Courts  
No. Cents Copy

**MOTION OF PLAINTIFF, REO PROPERTIES CORPORATION  
FOR SUMMARY JUDGMENT**

Plaintiff, REO Properties Corporation (hereinafter referred to as "Plaintiff"), by and through its attorneys, Shapiro & Kreisman, LLC, pursuant to Pa. R.C.P. No. 1035.1 et seq., hereby moves this Court for Summary Judgment in its favor and against Defendant Julia I. Smith (hereinafter referred to as "Defendant"). In support of this Motion, Plaintiff avers the following:

1. On or about November 12, 1999, Defendant borrowed the principal sum of \$41,519.75 from National City Bank of Pennsylvania, and as evidence thereof executed and delivered to National City Bank of Pennsylvania their promissory note in the amount of \$41,519.75 on the same date (the "Promissory Note"). A true and correct copy of the Promissory Note is attached hereto, incorporated herein by reference and marked as Plaintiff's Exhibit "A."

2. In order to secure their obligations under the Promissory Note, Defendants also executed a purchase money mortgage on the same date (the "Mortgage") in the amount of \$41,519.75, describing and encumbering certain real property located at 1509 Lawrence Avenue, Hyde, PA 16843 (the "Mortgaged Premises"). The Mortgage was duly recorded in the Office of the Recorder of Deed of Clearfield County on November 16, 1999 at Instrument No. 199918958,

et seq. A true and correct copy of the Mortgage is attached hereto, incorporated herein by reference and marked as Plaintiff's Exhibit "B."

3. Defendant subsequently defaulted under the Note and Mortgage (collectively referred to as the "Loan Documents") by failing to make the required monthly payment of principal, interest and other collectible charges under the Loan Documents, which payment was due on April 5, 2004, and all payments since then.

4. On or about January 26, 2006, Plaintiff instituted an action in mortgage foreclosure against Defendant pursuant to Pa. R.C.P. No. 1141 et seq. (the "Foreclosure Action"). Plaintiff commenced the Foreclosure Action with respect to the Mortgaged Premises, as a result of Defendants' failure to make the payments of principal and interest, together with other charges as authorized by the Loan Documents when due. A true and correct copy of the Complaint is attached hereto, incorporated herein by reference and marked as Plaintiff's Exhibit "C."

5. On or about February 24, 2006, Defendant filed an Answer (the "Answer") to Plaintiff's Complaint. A true and correct copy of the Answer is attached hereto, incorporated herein by reference and marked as Plaintiff's Exhibit "D."

6. In the Answer, Defendant admits the following:

- (a) The parties to the Mortgage;
- (b) The date and recording information of the Mortgage;
- (c) The Assignments of the Mortgage;
- (d) Plaintiff is the current holder of the Mortgage;
- (e) The legal description of the Mortgaged Premises;
- (f) Defendant is the real owner and mortgagor;
- (g) Defendants' mailing address;

(h) Defendants received notice of intention to foreclose;

Defendant has attempted to deny the total itemization, claiming:

The total amounts due are incorrect.

7. Defendants' purported denials in the Answer fail to plead with the requisite factual specificity required by Pa. R.C.P. Nos. 1019(a), (b), (f), and (h) and 1029(a) and (b).

8. Defendants' Answer fails specifically to raise a genuine or triable issue as to any material fact which would preclude entry of the Summary Judgment in Plaintiff's favor.

9. Pursuant to the terms of the Loan Documents, upon Defendants' failure to make the payments, as set forth hereinabove, all of the sums due in accordance with the Loan Documents are, upon demand, immediately due and collectible.

10. On or about July 11, 2006, Plaintiff served Defendant its First Set of Interrogatories and Request for Production of Documents, together with Plaintiff's Request for Admissions (hereinafter collectively referred to as "Plaintiff's Discovery"). True and correct copies of Plaintiff's Discovery are attached hereto, incorporated herein by reference and marked as Plaintiff's Exhibit "E."

11. Plaintiff's Request for Admission sought admission of the following matters:

- a. Defendant executed the Note and Mortgage on November 12, 1999 in the amount of \$41,519.75;
- b. That the Note is secured by the Mortgage covering the property;
- c. Defendant failed to make the April 5, 2004 payments and subsequent payments; thereby defaulting under the Mortgage;
- d. Defendant has not tendered monies sufficient to cure the full mortgage arrearages on the delinquent account;

12. Defendant failed to serve Plaintiff with Responses to Plaintiff's Discovery by August 11, 2006, as required by the Pennsylvania Rules of Civil Procedure. Pursuant to Pa. R.C.P. No. 4014(b), the matters covered by Plaintiff's Requests for Admission were therefore deemed to have been conclusively admitted, thirty (30) days after the service of the Request for Admissions upon the Defendant's counsel. *Poli v. South Union Township Sewage Authority*, 56 Pa. Commw. 62, 424 A.2d 568 (1981).

13. On August 15, 2006 Plaintiff's counsel sent a letter to Defendants' counsel notifying counsel that Defendants had not responded to Plaintiff's Discovery as required, and that the Requests for Admission were deemed admitted. Plaintiff also granted a unilateral extension of time until August 25, 2006 for Defendant to respond to Plaintiff's Interrogatories and Request for Production of Documents. A true and correct copy of the letter is attached hereto, incorporated herein by reference and marked as Plaintiff's Exhibit "F."

14. To date, Defendant has not served any answers or documents in response to Plaintiff's Discovery requests, thereby failing to provide any information or documents refuting Plaintiff's allegations. Defendant has therefore failed to raise a genuine issue as to any material fact in this case.

15. Attached hereto, incorporated herein by reference and marked as Plaintiff's Exhibit "G" is Plaintiff's Affidavit of Jasmine Santiago in support of this Motion for Summary Judgment, and attached thereto is the current and updated loan history, which together establish that the Mortgage continues to be in default, and that as of August 31, 2006, the following amounts are due and owing to Plaintiff under the Mortgage:

Principal of Mortgage Debt Due and Unpaid	\$37,433.17
Mortgage Interest at 11.75% per annum	
from March 5, 2004 to August 31, 2006	
(at \$12.21 per diem)	\$5,669.03
Late Charges	\$543.95

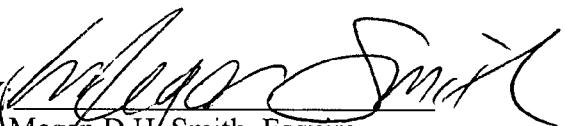
Escrow Deficit	\$798.60
Maintenance	\$21.00
Title Report Fee	\$320.00
Prior Servicer-Collection Costs	\$500.00
Property Inspection	\$10.50
BPO	\$625.00
Suspense Credit	\$(77.40)
Attorney's Fees and Costs	\$1,697.56
<b>TOTAL</b>	<b>\$47,541.41</b>

16. The pleadings, exhibits thereto, Defendants' failure to respond to Plaintiff's Discovery, Defendant's Admissions on file pursuant to Pa. R.C.P. No. 4014(b), together with Plaintiff's Affidavit of Amount Due and Loan History, clearly demonstrate that there is no genuine issue as to any material fact, and that Plaintiff is entitled to summary judgment as a matter of law. Further, disposition of the motion will not delay trial in this matter.

WHEREFORE, Plaintiff, REO Properties Corporation respectfully prays that this Honorable Court enter judgment of Mortgage Foreclosure in rem in its favor and against Defendant, Julia I. Smith, in the amount of \$47,541.41, authorizing sale of the mortgaged property, together with additional expenses and interest through the date of judgment and thereafter as provided by the Mortgage and applicable law, plus reasonable attorneys' fees actually incurred, and costs. A proposed order to such effect is filed herewith.

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:   
 Megan D.H. Smith, Esquire  
 Attorney for Plaintiff/Movant  
 Attorney I.D. No. 84047

Dated: 8/31/06  
 05-23869

# National City Complete Loan.

National City is a registered trademark of National City Corporation.

## Fixed Rate Simple Interest Note And Security Agreement Branch

Dated 11/12/1999

JULIA I SMITH

Debtor(s)

Address 1509 LAWRENCE AVENUE

City HYDE

State, Zip PA 168430000

**2 TERMS OF REPAYMENT** FOR VALUE RECEIVED, you the undersigned ("Debtor"), promise to pay to the order of National City Bank of Pennsylvania ("Bank"), the principal sum of \$ 41519.75 together with interest on the principal sum outstanding from time to time and on any other amounts due under this Agreement, except interest, at the rate of 11.750 % per annum and payable in 129 consecutive monthly installments of \$ 494.50 each, with a final installment of \$ 494.50 beginning on 01/05/2000 and continuing on the same day of each month thereafter until paid in full. Your payment history could affect the amount you owe under this Agreement.

**3 DESCRIPTION OF GOODS OR REAL ESTATE SECURING PAYMENT ("PROPERTY")**  
PO BOX 160 1509 LAWRENCE AVENUE HYDE PA 16843

YEAR, MAKE, MODEL	NEW OR USED	MANUFACTURER'S SERIAL NUMBER

**4 LOAN USE** You represent to Bank that the loan proceeds are to be used as follows: LOAN CONSOLIDATION

**5 DISBURSEMENT OF PROCEEDS** Bank is authorized to disburse loan proceeds as indicated in the Itemization of the Amount Financed.

**6 INSURANCE AGREEMENT** Insurance on the property must be obtained by you. You may choose the person through whom such insurance is obtained. You cannot obtain such insurance from Bank. Bank may require Vendor's Single Interest Insurance for the term of this Agreement. Vendor's Single Interest Insurance protects only the Bank's interests. You may obtain extended warranty coverage, but such coverage is not required and cannot be obtained from Bank. Written evidence of insurance, with Bank named as loss payee, will be delivered to Bank. If the security for this loan is real estate, you must maintain proper real estate insurance on the Property including proper flood insurance required by law. If this loan is secured by other than real estate, insurance must consist of Fire, Theft, Comprehensive and Collision with not more than Five Hundred Dollars (\$500.00) deductible. If you fail to maintain such insurance, Bank may, at its option, obtain insurance on the Property. The insurance obtained by Bank shall include that coverage which Bank, in its sole discretion, deems necessary to protect Bank's interest in the Property. If Bank obtains the insurance, you agree to pay Bank the premium therefor plus interest thereon at the contractual rate. You acknowledge that Bank, as insured, may receive refunds or other remuneration which could affect the net cost of such coverage to Bank. You agree that in no case shall you be entitled, directly or indirectly, to such refund or other remuneration. The aggregate of such premium and interest shall be divided by the number of monthly installments remaining and the amount of each remaining monthly installment shall be proportionately increased. If you purchased GAP Waiver or Vendor's Single Interest Insurance, you still must maintain any and all insurance required by this Agreement. If the Property is lost, stolen or destroyed, you must still pay Bank whatever you owe under this Agreement. In the event you purchased GAP Waiver, you must continue to make your payments until Bank receives your full insurance proceeds. If any credit insurance, Vendor's Single Interest Insurance or GAP Waiver is financed under this Agreement, the cost and terms are shown on the Disclosure Statement. You irrevocably make Bank your agent for adjustment of all insurance losses and settlement thereof (including any with a third party insurer) for an amount Bank in good faith deems reasonable. This agency shall be coupled with an interest and shall not be revoked by your death, incompetency or incapacity. All amounts Bank receives may, at its option, be applied to the indebtedness evidenced by this Agreement or used to repair or replace the Property.

**7 PREPAYMENT** You may prepay the principal sum of this Agreement in whole or in part at any time or from time to time, without penalty. In the event of prepayment, interest on the sum prepaid shall be computed on the basis of a 365-day year, but calculated on actual days.

**8 LATE CHARGE** If you are in default [as defined (11)] and Bank requires immediate payment of the whole amount outstanding under this Agreement, you agree to pay Bank interest on the remaining balance at the contractual rate in effect at the time of acceleration. If you are more than fifteen (15) days late in paying an installment and Bank does not require immediate payment of the whole amount outstanding hereunder, you promise to pay Bank a late charge of ten percent (10%) of the monthly payment then due, with a minimum charge of \$20.00.

**9 RETURN CHECK CHARGE** You will pay \$20.00 for each return of a dishonored check, negotiable order of withdrawal, or share draft issued by you.

**10 SECURITY AGREEMENT** You give Bank a security interest in the Property (including, without limitation, any accessions and all loss proceeds and unearned premiums of insurance covering the Property), all proceeds and all unearned premiums on credit insurance and extended warranty financed, all proceeds and all GAP Waiver refunds financed, and in all deposit accounts you have or at any time may have with Bank and Bank's affiliates to secure the payment of any amounts owed under this Agreement, and (except for the Property if the Property is your principal residence) all other indebtedness you have or at any time may have with Bank and Bank's affiliates. However, if Bank now has any earlier lien on your principal residence as security for future obligations, Bank waives such security as to this Agreement only. If you are in default [as defined (11)], Bank is authorized to cancel any policies of credit insurance and extended warranty financed and any GAP Waiver contract financed. Bank may at any time apply all loss proceeds and unearned premiums of insurance covering the Property, as well as unearned premiums on credit insurance and extended warranty financed or GAP Waiver refunds financed to the balance outstanding under this Agreement or, at its option, to repair or replace the Property.

**11 DEFAULT** You will be in default on this Agreement: (i) if you do not pay an installment on time or do not pay on time any other indebtedness owing by you to Bank or Bank's affiliates; or (ii) if any creditor tries by legal process to take funds from any account of yours with Bank or Bank's affiliates or to levy execution on the Property; or (iii) if there is a filing for your bankruptcy or insolvency; or (iv) if you die or are declared legally incompetent or legally incapacitated; or (v) any statement in your loan application or any other writing is materially false; or (vi) if you fail to comply with any other term or condition contained in this Agreement or in any other agreement with Bank or Bank's affiliates; or (vii) if a judgment is entered against you in any court of record; or (viii) if you do not pay any of your debts as they come due; or (ix) if the Property is threatened with, or subject to, seizure, levy, attachment, condemnation, or forfeiture. If you are in default, Bank can then require immediate payment of the whole amount outstanding under this Agreement or of any other outstanding indebtedness you have with Bank (except indebtedness secured by your principal residence), and may use any right and remedies under the law including the right to go peaceably without court process upon any premises where the Property may be and remove it. If Bank requests, you agree to deliver the Property to it at a reasonably convenient place. Unless otherwise required by law, any property not covered by this Agreement which may be repossessed with the Property may, at Bank's sole option, be mailed to you at any address indicated on Bank's records. Bank may sell, lease, or otherwise dispose of the Property. You will owe Bank the reasonable costs of repossession, repair, storage, preparation for sale, and sale. The net proceeds of sale or other disposition of the Property shall be applied to the amount you then owe Bank and Bank's affiliates. You shall pay to Bank any remaining balance owing under this Agreement. If Bank sues to collect any amount you owe it, the Bank may charge you for court costs and reasonable attorney's fees for Bank's own salaried lawyers or independent counsel that it hires.

**12 WARRANTIES** You acknowledge that all information you provide to Bank is true and complete, and that you are a natural person and fully competent to enter into contracts.

**13 OTHER PROVISIONS**

Exhibit "A"

## NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, (where permitted by law), etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt. The undersigned acknowledge receipt of this Notice prior to becoming obligated.

**COPY RECEIVED** You, intending to be legally bound, agree to all provisions of this Agreement, including page 1 hereof, which is incorporated herein by reference, and acknowledge that you received a copy of this Agreement, including the Disclosure Statement with all applicable blanks completed before you signed below.

JULIA I SMITH

Type or print name of Debtor



11-12-88

Date

Type or print name of Debtor

Debtor's Signature

Date

Type or print name of Debtor

Debtor's Signature

Date

Type or print name of Debtor

Debtor's Signature

Date

Feb-28-2006 04:32pm

W. 1 To: National City Bank  
P.O. Box 5570, Loo, #7120  
Cleveland, Ohio 44101

P.013/015 F-091  
 KAREN L. STARCH  
 REGISTERED RECORDER  
 CLEVELAND COUNTY  
 PENNSYLVANIA  
 INSTRUMENT NUMBER  
 1-9918958  
 RECEIVED ON  
 NOV 14, 1999  
 3:27:48 PM  
 RECORDING FEE - \$13.00  
 JOURNAL  
 MATTIE INGROVET \$1.00  
 ROBERT  
 INGROVET \$1.00  
 TE. MATTIE \$1.00  
 4. 115.50  
 145.8235

**National City.**

## **Mortgage**

THIS MORTGAGE is made on 11/12/1992, between JULIA J. SMITH  
UNMARRIED

(hereinafter called "Owner") and National City Bank of Pennsylvania (hereinafter called "Lender"). As used herein, the term "Owner" refers individually and collectively to all Owners, and all such persons shall be jointly and severally bound by the terms hereof.

WHEREAS, THE A. L. SMITH hereinafter, whether one or more, called the "Borrower", is herein indebted to Lender in the principal sum of Twenty-One Thousand Five Hundred Nineteen and 75/100 Dollars (\$21,059.75) l.madeover by a note the "Note" dated 4-10-1960.

**TO SECURE:** the payment of all sum due or which may become due under the Note, and any and all extensions, refinancings, substitutions, modifications or renewals thereof in whole or in part; fail of which is hereinafter called the "indebtedness"; Borrower's obligations under the Note; Owner's performance under this Mortgage; the payment of all other amounts, with interest, advanced hereunder for the payment of taxes, assessments, insurance premiums and costs incurred to protect the security of the Mortgage; and the payment of Lender's costs of collection, including costs of suit and reasonable attorneys' fees to the extent permitted by law if suit is filed or other action taken to collect the sum owing or to protect the security of this Mortgage; Owner by these presents does grant, bargain, sell, and convey unto Lender, its successors, and its assigns, all of the following described real estate, together with all improvements, now or hereafter erected, and all easements, rights, and appurtenances thereto, located at:

1509 LAWRENCE AVENUE (LAWRENCE Twp.) NYE PA 160430000 CLEARY FIELD  
SCHOOL Township/Confidential/Consign

Commonwealth of Pennsylvania (the "Property"), which was conveyed to Owner by Deed dated 11/28/1959, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 596, Page 315, Tax Parcel Number or other Uniform Parcel Identifier, if any 123-102-266-31, as the Property is therein described and,  if this box is checked, as the Property is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said Land, by successive and its assigns, FOREVER.

PROVIDED, HOWEVER, upon payment in full of the Indebtedness and performance of the covenants herein, the estate hereby granted shall be discharged.

**OWNER** represents, warrants, covenants, and agrees that:  
1. Borrower shall promptly pay to Lender interest, principal and other sums due under the Note, in accordance with the terms of the Note.  
2. Owner will keep and perform all the covenants and agreements contained herein.  
3. Owner warrants and represents to Lender that Owner is the sole owner of the Property; has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Owner will defend the title to the Property against all

4. Owner will pay when due all taxes, assessments, levies, and other charges on or against the Property which will attain priority over this Mortgage. At Lender's request, Owner shall deliver written evidence of all such payments to Lender.

5. Owner will not sell, enter into an installment sales contract for the sale of, lease, give, transfer, or encumber the Property or any right or interest in the Property, in whole or in part, without Lender's prior written permission.

6. Owner shall keep the Property in good repair, excepting only reasonable wear and tear. Owner will comply with all laws respecting ownership and use of the Property. Owner will permit Lender's authorized representatives to enter upon the Property at any reasonable time for the purpose of inspecting the condition of the Property. Without the written consent of Lender, Owner will not permit removal or demolition of improvements now or hereafter erected on the Property, nor will Owner permit waste of the Property or alteration of improvements now or hereafter erected on the

Property which would adversely affect its market value as determined by Lender.

7. Owner shall keep the Property insured against loss by fire, ad other hazards contemplated by the term "extended coverage," and such other risks and hazards as Lender shall require, in such amounts as Lender shall require. Owner shall purchase flood insurance as and to the extent required by law. Owner may obtain such insurance from any insurer(s) of Owner's choice, provided that said insurer(s) shall be acceptable to Lender. At Lender's request, all insurance policies shall contain loss payable clauses in favor of Lender and Owner shall deliver written evidence of all such insurance to the Lender.

**In the event of loss, Owner shall give prompt notice to the Insurer and Lender. Lender at its option may elect to make proof of loss if Owner does not do so promptly, and to take any action it deems necessary to preserve Owner's or Lender's rights under any insurance policy.**

Insurance proceeds shall be applied to restoration or repair of the Property or to reduction of the Indebtedness, as Lender may determine in its sole discretion. Owner hereby appoints Lender, its successors, and assigns as Owner's attorney in fact to endorse Owner's name to any draft or check which may be payable to Owner in order to collect such insurance proceeds. Any balance of insurance proceeds remaining after payment in full of amounts due hereunder shall be held by Owner.

**B. Owner will pay or perform all obligations under any mortgage, lien or security agreement which has priority over this Mortgage.**

4063

Rev. 6/1991 0220P

Station: V1002 - 02/28/2005 1:50:48 PM

#### **CLEARFIELD COUNTY**

A. A. S. SINGH AND S. S. SINGH

## Exhibit "B"

Feb-28-2005 04:32pm

N.R.E.I.S.

11/10/99 5:01: PAGE 4/4 MM816

T-647 P.014/015 F-001

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 11/28/1969 AND RECORDED 11/28/1969, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 556 AND PAGE 315.

ADDRESS: PO BOX 160, 1509 LAWRENCE AVE.; HYDE, PA 16843 TAX MAP OR PARCEL ID NO.: 123-J09-268-31

9. If Owner fails to perform any of the obligations or duties required by the covenants and agreements in this Mortgage, Lender may at its option elect to do so and advance those amounts that it deems necessary to protect the Property and/or Lender's rights in the Property and under this Mortgage. Owner hereby agrees to repay to Lender on demand all sums which Lender has advanced, with interest thereon at the rate of interest stated in the Note; and all sums so paid, together with interest thereon, until repaid to Lender shall be part of the Indebtedness and be secured hereby.

10. Subject to the rights of the holders of any prior mortgage, Owner hereby assigns to Lender all proceeds of any award in connection with any condemnation or other taking of the Property or any part thereof, or payment for conveyance in lieu of condemnation.

11. If this Mortgage is on a unit in a condominium or a planned unit development, Owner shall perform all of Owner's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules and regulations of the condominium or planned unit development, and related documents.

12. As additional security hereunder, Owner hereby assigns to Lender any and all leases on the Property, now existing or which may hereafter be made, together with any and all rents and Owner's rights as landlord under law; provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.

13. Owner will be in default under this Mortgage: in the event of any breach of any warranty, covenant, or agreement contained in this Mortgage; or if any representation or warranty contained herein proves to be false or misleading; or in the event of any default under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Indebtedness; or if any other creditor tries to take the Property by legal process; or if bankruptcy proceedings are filed by or against any Owner; or if any tax lien or levy is filed against the Property or any Owner; or if the Property is destroyed, seized or condemned by any governmental authority; or if any Owner dies. To the extent permitted by law, if Owner is in default under this Mortgage, Lender may, at its option, after any notice required by law, declare due and payable the unpaid balance of all amounts secured by this Mortgage and owing under the Note. Lender may, in addition to exercising any rights which Lender may have under the Note, any agreement securing repayment of, or relating to, any portion of the Indebtedness, or otherwise provided by law, foreclose the Mortgage, take possession of the Property, collect any and all rents and sell the Property for the collection of the Indebtedness. If a mortgage foreclosure action or other action is filed on this Mortgage, or if Lender takes any action to protect or enforce its interest, Owner agrees to pay all of Lender's costs and expenses, including reasonable attorney's fees to the extent permitted by law.

14. Lender's rights and remedies under this Mortgage, the Note or otherwise by law shall be cumulative and not alternative and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

15. Without notice to Owner, Lender may deal with Borrower(s), the Indebtedness and any collateral security therefor in such manner as Lender may deem appropriate or advisable including without limitation, renewing or extending the Indebtedness or any part thereof, accepting partial payment, substituting or releasing other collateral for the Indebtedness, releasing and discharging from liability Borrower(s) or any Cogigner or other person liable for all or part of the Indebtedness, all without impairing the obligations of Owner or the rights of Lender hereunder.

16. Except for any notice required under applicable law to be given in another manner, any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.

17. The covenants, conditions, and agreements contained herein shall bind the Owner's heirs, personal representatives and successors and, subject to Paragraph 6, any person to whom the Property is transferred. The rights and privileges contained herein shall inure to the Lender's successors and assigns. Lender can sell, transfer or assign this Mortgage without Owner's consent.

18. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

19. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Note.

20. Owner's obligations under paragraphs 4, 7, 8, 9 and 13 shall survive any judgment in mortgage foreclosure.

21. Any Owner who signs this Mortgage but does not sign the Note does so only to mortgage Owner's interest in the Property to secure payment and performance of the Note and Owner does not agree to be personally liable on the Note.

IN WITNESS WHEREOF, and intending to be legally bound, each Owner has duly executed this Mortgage the day and year first above written.

WITNESS:

Karen Paul

Julia I. Smith

(SEAL)

(SEAL)

ACKNOWLEDGMENT JULIA I. SMITH

COMMONWEALTH OF PENNSYLVANIA |  
|  
COUNTY OF |  
|

On the 12TH day of NOVEMBER, 1999, before me, the undersigned officer (who certifies that he/she is not an officer or director of National City Bank of Pennsylvania), personally appeared JULIA I. SMITH, 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 purpose(s) therein contained).

In Witness Whereof, I hereunto set my hand and official seal.

My Commission Expires:

Notary Seal
George S. Millek, Notary Public
Montrose, Jefferson County
My Commission Expires Feb. 4, 2002

Member, Pennsylvania Association of Notaries

George S. Millek  
Notary Public



CERTIFICATE OF RESIDENCE

I, KAREN PAUL, do hereby certify that Mortgagor's principal residence is 2126 Thorne Run Road, Tidewater, PA 15850.

Karen Paul  
Agent for Mortgagor

Rev. 7/98 0254P

**COPY**

SHAPIRO & KREISMAN, LLC

BY: KEVIN DISKIN, ESQ.,

JOSEPH REJENT, ESQ.,

ILANA ZION, ESQ.,

MEGAN D.H. SMITH, ESQ.

ATTORNEY I.D. NOS. 86727, 59621, 87137 & 84047

2520 RENAISSANCE BLVD., SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 05-23869

REO Properties Corporation

1665 Palm Beach Lakes, Suite 105

West Palm Beach, FL 33401

PLAINTIFF

VS.

Julia I. Smith

1509 Lawrence Avenue

Hyde, PA 16843

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD



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

**NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

Clearfield County Lawyer Referral Service

Telephone: 814-765-2641 x-5982

Court Administrator, Clearfield County Courthouse

230 East Market Street

Clearfield, PA 16830

**Exhibit "C"**

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

## NOTICIA

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

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

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

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
JOSEPH REJENT, ESQ.,  
ILANA ZION, ESQ.,  
MEGAN D.H. SMITH, ESQ.  
ATTORNEY I.D. NOS. 86727, 59621, 87137 & 84047  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

PLAINTIFF

VS.

Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

**COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, REO Properties Corporation, the address of which is, 1665 Palm Beach Lakes, Suite 105, West Palm Beach, FL 33401, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:  
Mortgagee: National City Bank of Pennsylvania  
Mortgagor(s): Julia I. Smith
- (b) Date of Mortgage: November 12, 1999
- (c) Place and Date of Record of Mortgage:  
Recorder of Deeds  
Clearfield County  
Mortgage Book instrument Page 199918958  
Date: November 16, 1999

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) Assignments:

Assignor: National City Bank of Pennsylvania  
Assignee: Reo Properties Corporation  
Date of Assignment: As Recorded  
Recording Date: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 1509 Lawrence Avenue, Hyde, Pa 16843 and is more specifically described as attached as part of Exhibit "A":
4. Each Mortgagor named in paragraph 1 executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached and marked as Exhibit "B."
5. The name and mailing address of each Defendant is:  
Julia I. Smith, 1509 Lawrence Avenue, Hyde, PA 16843
6. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
7. 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 April 5, 2004 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
8. The following amounts are due as of January 21, 2006:

Principal of Mortgage debt due and unpaid	\$37,433.17
Interest currently due and owing at 11.75% per annum calculated from March 5, 2004 at \$12.05 each day	\$8,290.40
Late Charge of \$49.45 per month assessed on the 16th of each month from April 21, 2004 to January 21, 2006, (22 Months)	\$1,087.90
Property Inspection	\$10.50
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1,500.00
<b><u>TOTAL</u></b>	<b>\$48,571.97</b>

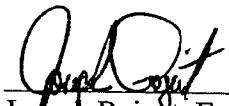
9. Interest accrues at a per diem rate of 12.05 each day after January 21, 2006, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.

10. 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.
11. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "C".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant in the amount set forth in paragraphs 8 and 9, 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.

SHAPIRO & KREISMAN, LLC

Date: 1-25-06

BY: 

Joseph Rejent, Esquire  
Attorney for Plaintiff

S & K File No. 05-23869

Feb-28-2005 04:32pm

**Mail To: National City Bank  
P.O. Box 5570, Loc. #7120  
Cleveland, Ohio 44101**

T-847 P.013/015 F-081

KAREN L. STARCH,  
REGISTER AND RECORDER  
CLEARFIELD COUNTY

LOV 14, 1999  
3:27:48 PM  
CHARGE FEE - \$13.00  
JOURNAL  
MILITARY INFORMATION \$1.00  
MILITARY

## National City.

## **Mortgage**

THIS MORTGAGE is made on 11/12/1999, between WILLIA M. SMITH  
UNMARRIED

[hereinafter called "Owner") and National City Bank of Pennsylvania (hereinafter called "Lender"). As used herein, the term "Owner" refers individually and collectively to all Owners, and all such persons shall be jointly and severally bound by the terms hereof.

WHEREAS, 11-14-1970 hereinafter, Whether one or more,  
called the "Borrower"), [he] are indebted to Lender in the principal sum of Twenty One Thousand Five Hundred Nineteen and 75/100  
Dollars (\$ 21,059.75)  
I evidenced by a note (the "Note") dated 11-14-1970.

**TO SECURE:** the payment of all sums due or which may become due under the Note, and any and all extensions, refinancings, substitutions, modifications or renewals thereof in whole or in part, all of which is hereinafter called the "Indebtedness"; Borrower's obligations under the Note; Owner's performance under this Mortgage; the payment of all other amounts, with interest, advanced hereunder for the payment of taxes, assessments, insurance premiums and costs incurred to protect the security of this Mortgage; and the payment of Lender's costs of collection, including costs of suit and reasonable attorneys' fees to the extent permitted by law if suit is filed or other action taken to collect the sums owing or to protect the security of the Mortgage; Owner by these presents does grant, bargain, sell, and convey unto Lender, its successors, and its assigns all of the following described real estate, together with all improvements, now or hereafter erected, and all easements, rights, and appurtenances thereto, located at

1502 LAWRENCE AVENUE ( LAWRENCE Twp.) HYDE PA 166430000 CLEARFIELD  
SWK Township/City/Union for Boarding County

Commonwealth of Pennsylvania (the "Property"), which was conveyed to Owner by Deed dated 11/28/1969, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 256, Page 315. Tax Parcel Number for other Uniform Parcel Identifier, if any 123-005-248-31, as the Property is therein described and,  if this box is checked, as the Property is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said Land, for successors and his assigns, FOREVER,  
PROVIDED, HOWEVER, upon payment in full of the indebtedness and performance of the covenants herein, the estate hereby granted shall be

**OWNER** RECORDED, **WARRANT**, **COPIES**, and **RIGHTS** **RECORDED**.

Owner represents, warrants, covenants, and agrees that:

1. Borrower shall promptly pay to Lender interest, principal and other sums due under the Note, in accordance with the terms of the Note.
2. Owner will keep and perform all the covenants and agreements contained herein.
3. Owner warrants and represents to Lender that Owner is the sole owner of the Property; has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Owner will defend the title to the Property against all claims and demands except encumbrances now recorded.
4. Owner will pay when due all taxes, assessments, license and other charges to be paid at the Property, and all costs and expenses of

4. Owner will pay when due all taxes, assessments, levies, and other charges on or against the Property which will attain priority over this Mortgage. At Lender's request, Owner shall deliver written evidence of all such payments to Lender.
5. Owner will not sell, enter into an installment sale contract for the sale of, lease, give, transfer, or encumber the Property or any right or interest in the Property, in whole or in part, without Lender's prior written permission.
6. Owner shall keep the Property in good repair, excepting only reasonable wear and tear. Owner will comply with all laws respecting ownership and use of the Property. Owner will permit Lender's authorized representatives to enter upon the Property at any reasonable time for the purpose of inspecting the condition of the Property. Without the written consent of Lender, Owner will not permit removed or demolition of improvements now or hereafter erected on the Property, nor will Owner permit waste of the Property or alteration of improvements now or hereafter erected on the Property which would adversely affect its market value as determined by Lender.

7. Owner shall keep the Property insured against loss by fire, or other hazards contemplated by the term "extended coverage," and such other risks and hazards as Lender shall require, in such amounts as Lender shall require. Owner shall purchase flood insurance as and to the extent required by law. Owner may obtain such insurance from any insurer(s) of Owner's choice, provided that said insurer(s) shall be acceptable to Lender. At Lender's request, all insurance policies shall contain loss payable clauses in favor of Lender and Owner shall deliver written evidence of all such insurance to the Lender.

In the event of loss, Owner shall give prompt notice to the Insurer and Lender. Lender at its option may elect to make proof of loss if Owner does not do so promptly, and to take any action it deems necessary to preserve Owner's or Lender's rights under any insurance policy. Insurance proceeds shall be applied to Restoration or repair of the Property or to reduction of the indebtedness, as Lender may determine in its sole discretion. Owner hereby appoints Lender, its successors, and assigns as Owner's attorney in fact to endorse Owner's name to any draft or check which may be payable to Owner in order to collect such insurance proceeds. Any balance of insurance proceeds remaining after payment in full of

8. Owner will pay or perform all obligations under any mortgage held by MORTGAGEE concerning which he holds an interest in this MORTGAGE.

1604

Rev. 6.7.02 22.30P

Station: View2 - 02/28/2005 1:50:41 PM

**CLEARFIELD COUNTY**

Inst. # 189918958 • Page 1

Feb-28-2005 04:32pm

N.R.E.I.S.

11/10/99 5:01: PAGE 4/4 NREC15

T-647 P.014/015 F-091

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF LAWRENCE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 11/28/1969 AND RECORDED 11/28/1969, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 556 AND PAGE 315.

ADDRESS: PO BOX 160, 1609 LAWRENCE AVE.; HYDE, PA 15843 TAX MAP OR PARCEL ID NO.: 123-309-268-31

9. If Owner fails to perform any of the obligations or duties required by the covenants and agreements in this Mortgage, Lender may at its option elect to do so and advance those amounts that it deems necessary to protect the Property and/or Lender's rights in the Property and under this Mortgage. Owner hereby agrees to repay to Lender on demand all sums which Lender has advanced, with interest thereon at the rate of interest stated in the Note; and all sums so paid, together with interest thereon, until repaid to Lender shall be part of the Indebtedness and be secured hereby.

10. Subject to the rights of the holders of any prior mortgage, Owner hereby assigns to Lender all proceeds of any award in connection with any condemnation or other taking of the Property or any part thereof, or payment for conveyance in lieu of condemnation.

11. If this Mortgage is on a unit in a condominium or a planned unit development, Owner shall perform all of Owner's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules and regulations of the condominium or planned unit development, and related documents.

12. As additional security hereunder, Owner hereby assigns to Lender any and all leases on the Property, now existing or which may hereafter be made, together with any and all rents and Owner's rights as landlord under law; provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.

13. Owner will be in default under this Mortgage: in the event of any breach of any warranty, covenant, or agreement contained in this Mortgage; or if any representation or warranty contained herein proves to be false or misleading; or in the event of any default under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Indebtedness; or if any other creditor tries to take the Property by legal process; or if bankruptcy proceedings are filed by or against any Owner; or if any tax lien or levy is filed against the Property or any Owner; or if the Property is destroyed, seized or condemned by any governmental authority; or if any Owner dies. To the extent permitted by law, if Owner is in default under this Mortgage, Lender may, at its option, after any notice required by law, declare due and payable the unpaid balance of all amounts secured by this Mortgage and owing under the Note. Lender may, in addition to exercising any rights which Lender may have under the Note, any agreement securing repayment of, or relating to, any portion of the Indebtedness, or otherwise provided by law, foreclose the Mortgage, take possession of the Property, collect any and all rents and sell the Property for the collection of the Indebtedness. If a mortgage foreclosure action or other action is filed on this Mortgage, or if Lender takes any action to protect or enforce its interest, Owner agrees to pay all of Lender's costs and expenses, including reasonable attorney's fees to the extent permitted by law.

14. Lender's rights and remedies under this Mortgage, the Note or otherwise by law shall be cumulative and not alternative and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

15. Without notice to Owner, Lender may deal with Borrower(s), the Indebtedness and any collateral security therefor in such manner as Lender may deem appropriate or advisable, including without limitation, renewing or extending the Indebtedness or any part thereof, accepting partial payment, substituting or releasing other collateral for the Indebtedness, releasing and discharging from liability Borrower(s) or any Coguarantor or other person liable for all or part of the Indebtedness, all without impacting the obligations of Owner or the rights of Lender hereunder.

16. Except for any notice required under applicable law to be given in another manner, any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.

17. The covenants, conditions, and agreements contained herein shall bind the Owner's heirs, personal representatives and successors and, subject to Paragraph 6, any person to whom the Property is transferred. The rights and privileges contained herein shall inure to the Lender's successors and assigns. Lender can sell, transfer or assign this Mortgage without Owner's consent.

18. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

19. Owner agrees that any interest payable after a judgment is entered, or an additional sum advanced, shall be at the same rate as is stated in the Note.

20. Owner's obligations under paragraphs 4, 7, 8, 9 and 13 shall survive any judgment in mortgage foreclosure.

21. Any Owner who signs this Mortgage but does not sign the Note does so only to mortgage Owner's interest in the Property to secure payment and performance of the Note and Owner does not agree to be personally liable on the Note.

IN WITNESS WHEREOF, and intending to be legally bound, each Owner has duly executed this Mortgage the day and year first above written,  
WITNESS:

Karen Paul

JULIA I. SMITH

(SEAL)

(SEAL)

ACKNOWLEDGMENT JULIA I. SMITH

COMMONWEALTH OF PENNSYLVANIA ]  
] BS  
COUNTY OF ]

On the 12TH day of NOVEMBER, 1999, before me, the undersigned officer (who certifies that he/she is not an officer or director of National City Bank of Pennsylvania), personally appeared JULIA I. SMITH, known to me for satisfactorily proved 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 therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission Expires:

Notary Seal
George S. Willeman, Notary Public
Allegheny County
My Commission Expires Feb. 4, 2002
Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I, KAREN PAUL,

, do hereby certify that Mortgagor's precise residence is 2236 Hazel Run Road Pittsburgh PA 15236.

Karen Paul  
Agent for Mortgagor



Rev. 7/28/01 0134P

# National City

Complete Loan.

National City is a registered trademark of National City Corporation.

## Fixed Rate Simple Interest Note And Security Agreement Branch

Dated 11/12/1999

JULIA I SMITH

1 Debtor(s)

Address 1509 LAWRENCE AVENUE

City HYDE

State, Zip PA 168430000

2 TERMS OF REPAYMENT FOR VALUE RECEIVED, you the undersigned ("Debtor"), promise to pay to the order of National City Bank of Pennsylvania ("Bank"), the principal sum of \$ 41519.75 together with interest on the principal sum outstanding from time to time and on any other amounts due under this Agreement, except interest, at the rate of 11.750 % per annum and payable in 12 consecutive monthly installments of \$ 494.50 each, with a final installment of \$ 494.50 beginning on 01/08/2000 and continuing on the same day of each month thereafter until paid in full. Your payment history could affect the amount you owe under this Agreement.

3 DESCRIPTION OF GOODS OR REAL ESTATE SECURING PAYMENT ("PROPERTY")  
PO BOX 160 1509 LAWRENCE AVENUE HYDE PA 16843

YEAR, MAKE, MODEL

NEW OR USED

MANUFACTURER'S SERIAL NUMBER

4 LOAN USE You represent to Bank that the loan proceeds are to be used as follows: LOAN CONSOLIDATION

5 DISBURSEMENT OF PROCEEDS Bank is authorized to disburse loan proceeds as indicated in the Itemization of the Amount Financed.

6 INSURANCE AGREEMENT Insurance on the property must be obtained by you. You may choose the person through whom such insurance is obtained. You cannot obtain such insurance from Bank. Bank may require Vendor's Single Interest Insurance for the term of this Agreement. Vendor's Single Interest Insurance protects only the Bank's interests. You may obtain extended warranty coverage, but such coverage is not required and cannot be obtained from Bank. Written evidence of insurance, with Bank named as loss payee, will be delivered to Bank. If the security for this loan is real estate, you must maintain proper real estate insurance on the Property including proper flood insurance required by law. If this loan is secured by other than real estate, insurance must consist of Fire, Theft, Comprehensive and Collision with not more than Five Hundred Dollars (\$500.00) deductible. If you fail to maintain such insurance, Bank may, at its option, obtain insurance on the Property. The insurance obtained by Bank shall include that coverage which Bank, in its sole discretion, deems necessary to protect Bank's interest in the Property. If Bank obtains the insurance, you agree to pay Bank the premium therefor plus interest thereon at the contractual rate. You acknowledge that Bank, as insured, may receive refunds or other remuneration which could affect the net cost of such coverage to Bank. You agree that in no case shall you be entitled, directly or indirectly, to such refund or other remuneration. The aggregate of such premium and interest shall be divided by the number of monthly installments remaining and the amount of each remaining monthly installment shall be proportionately increased. If you purchased GAP Waiver or Vendor's Single Interest Insurance, you still must maintain any and all insurance required by this Agreement. If the Property is lost, stolen or destroyed, you must still pay Bank whatever you owe under this Agreement. In the event you purchased GAP Waiver, you must continue to make your payments until Bank receives your full insurance proceeds. If any credit insurance, Vendor's Single Interest Insurance or GAP Waiver is financed under this Agreement, the cost and terms are shown on the Disclosure Statement. You irrevocably make Bank your agent for adjustment of all insurance losses and settlement thereof (including any with a third party insurer) for an amount Bank in good faith deems reasonable. This agency shall be coupled with an interest and shall not be revoked by your death, incompetency or incapacity. All amounts Bank receives may, at its option, be applied to the indebtedness evidenced by this Agreement or used to repair or replace the Property.

7 PREPAYMENT You may prepay the principal sum of this Agreement in whole or in part at any time or from time to time, without penalty. In the event of prepayment, interest on the sum prepaid shall be computed on the basis of a 365-day year, but calculated on actual days.

8 LATE CHARGE If you are in default [as defined (11)] and Bank requires immediate payment of the whole amount outstanding under this Agreement, you agree to pay Bank interest on the remaining balance at the contractual rate in effect at the time of acceleration. If you are more than fifteen (15) days late in paying an installment and Bank does not require immediate payment of the whole amount outstanding hereunder, you promise to pay Bank a late charge of ten percent (10%) of the monthly payment then due, with a minimum charge of \$20.00.

9 RETURN CHECK CHARGE You will pay \$20.00 for each return of a dishonored check, negotiable order of withdrawal, or share draft issued by you.

10 SECURITY AGREEMENT You give Bank a security interest in the Property (including, without limitation, any accessions and all loss proceeds and all GAP Waiver refunds financed and in all deposit accounts you have or at any time may have with Bank and Bank's affiliates to secure the payment of any amounts owed under this Agreement, and (except for the Property if the Property is your principal residence) all other indebtedness you have or at any time may have with Bank and Bank's affiliates. However, if Bank now has any earlier lien on your principal residence as security for future obligations, Bank waives such security as to this Agreement only. If you are in default [as defined (11)], Bank is authorized to cancel any policies of credit insurance and extended warranty financed and any GAP Waiver contract financed. Bank may at any time apply all loss proceeds and unearned premiums of insurance covering the Property, as well as unearned premiums on credit insurance and extended warranty financed or GAP Waiver refunds financed to the balance outstanding under this Agreement or, at its option, to repair or replace the Property.

11 DEFAULT You will be in default on this Agreement: (i) if you do not pay an installment on time or do not pay on time any other indebtedness owing by you to Bank or Bank's affiliates; or (ii) if any creditor tries by legal process to take funds from any account of yours with Bank or Bank's affiliates or to levy execution on the Property; or (iii) if there is a filing for your bankruptcy or insolvency; or (iv) if you die or are declared legally incompetent or legally incapacitated; or (v) any statement in your loan application or any other writing is materially false; or (vi) if you fail to comply with any other term or condition contained in this Agreement or in any other agreement with Bank or Bank's affiliates; or (vii) if a judgment is entered against you in any court of record; or (viii) if you do not pay any of your debts as they come due; or (ix) if the Property is threatened with, or subject to, seizure, levy, attachment, condemnation, or forfeiture. If you are in default, Bank can then require immediate payment of the whole amount outstanding under this Agreement or of any other outstanding indebtedness you have with Bank (except indebtedness secured by your principal residence), and may use any right and remedies under the law including the right to go peaceably without court process upon any premises where the Property may be and remove it. If Bank requests, you agree to deliver the Property to it at a Bank's sole option, be mailed to you at any address indicated on Bank's records. Bank may sell, lease, or otherwise dispose of the Property. You will owe Bank the reasonable costs of repossession, repair, storage, preparation for sale, and sale. The net proceeds of sale or other disposition of the Property shall be applied to amount you owe it, then owe Bank and Bank's affiliates. You shall pay to Bank any remaining balance owing under this Agreement. If Bank sues to collect any amount you owe it, the Bank may charge you for court costs and reasonable attorney's fees for Bank's own salaried lawyers or independent counsel that it hires.

12 WARRANTIES You acknowledge that all information you provide to Bank is true and complete, and that you are a natural person and fully competent to enter into contracts.

## NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, (where permitted by law), etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt. The undersigned acknowledge receipt of this Notice prior to becoming obligated.

COPY RECEIVED You, intending to be legally bound, agree to all provisions of this Agreement, including page 1 hereof, which is incorporated herein by reference, and acknowledge that you received a copy of this Agreement, including the Disclosure Statement with all applicable blanks completed before you signed below.

JULIA I SMITH

Type or print name of Debtor

*Julia I Smith*

11-12-98  
Date

Debtor's Signature

Type or print name of Debtor

Type or print name of Debtor

Debtor's Signature

Date

Type or print name of Debtor

Debtor's Signature

Date

Type or print name of Debtor

Debtor's Signature

Date

71069017515107026099

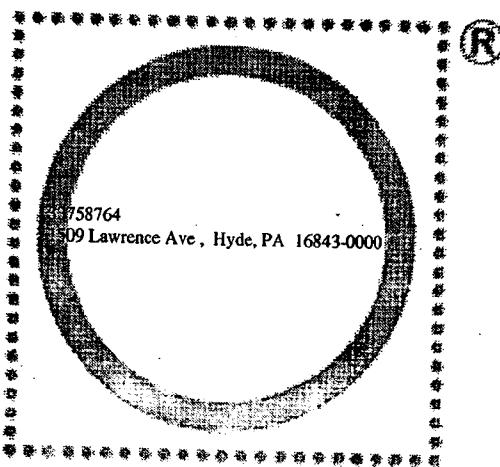
January 18, 2005

VIA First Class Mail  
VIA Certified Mail (return receipt requested)  
Certified Number: 71069017515107026099

Julia Smith

1509 Lawrence Ave  
Hyde, PA 16843-0000

Re:      Loan Number:  
Property Address:



**O C W E N**  
Please see the enclosed Document

DACT91.2

Exhibit 11

## APPENDIX A

January 18, 2005

# 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 to save your home. This Notice explains how the program works.**

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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): **Julia Smith**

PROPERTY ADDRESS: **1509 Lawrence Ave,  
Hyde, PA 16843-0000**

LOAN ACCT. NO.: **33758764**  
ORIGINAL LENDER: **NATIONAL CITY BANK OF PENNSYLVANIA**  
CURRENT LENDER/SERVICER: **Ocwen Federal Bank FSB**

DACT91.2

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --The MORTGAGE debt held by the above lender on your property located at: 1509 Lawrence Ave, Hyde, PA 16843-0000

IS SERIOUSLY IN DEFAULT because:

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

10 payments in the amount of \$ 494.50 from April 05, 2004 through January 18, 2005

**DETAIL SUMMARY:**

Principal and Interest.....	\$ 4,945.00
Escrow.....	\$ 0.00
Total Late Charges.....	\$ 49.45
Non-sufficient Funds Charges.....	\$ 0.00
Other Advances.....	\$ 802.50
Interest Arrearage.....	\$ 0.00
Non-Escrow Balance.....	\$ 0.00
Subsidy Balance (CREDIT).....	\$ 0.00
Suspense Balance (CREDIT).....	\$ 0.00
Non-NSF Fees.....	\$ 0.00
Interest Reserve Balance .....	\$ 0.00

**TOTAL DUE..... \$ 5,796.95**

**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, \$5,796.95 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by Western Union Quick Collect, Cashier's Check, Certified Check or Money Order made payable and sent to:

OCWEN FEDERAL BANK FSB,  
PO BOX 514577  
Los Angeles, CA 90051-4577

**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 lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 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 servicer.

**HOW TO CONTACT THE SERVICER:**

Name of Servicer: OCWEN FEDERAL BANK FSB

Address: 1675 PALM BEACH LAKES BLVD  
WEST PALM BEACH, FL 33401-2122

Phone Number: 877-596-8580

Fax Number: 407-737-5199

Contact: Christopher Lawrence

**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 MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

**TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.**

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

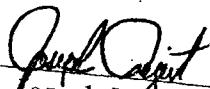
*(Fill in a list of all Counseling Agencies listed in Appendix C, for the county in which the property is located, using additional pages if necessary)*

VERIFICATION

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

SHAPIRO & KREISMAN

BY:



Joseph Rejent, Esquire  
Attorney for Plaintiff

Dated: 1-25-06

JULIA I. SMITH  
1509 LAWRENCE AVENUE  
HYDE, PENNSYLVANIA 16843

FEBRUARY 17, 2006

06-130-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

RE: CAUSE # 06-130-CD MORTGAGE FORCLOSURE NOTICE



William A. Shaw  
Prothonotary/Clerk of Courts

TO WHOM IT MAY CONCERN:

THIS LETTER IS IN RESPONSE TO A LEGAL ACTION THAT IS BEING TAKEN AGAINST JULIA I. SMITH OF 1509 LAWRENCE AVENUE IN HYDE, PENNSYLVANIA. SHE HAS BEEN NOTIFIED THAT SHE HAD TO APPEAR OR RESPOND TO THIS NOTIFICATION WITHIN TWENTY DAYS OF RECEIVING IT. THERE ARE SEVERAL ISSUES THAT NEED TO BE CLARIFIED SO THAT AN APPROPRIATE RESPONSE CAN BE GIVEN TO THIS ALLEGATIONS MADE BY REO PROPERTIES CORPORTION. THERE WAS A BANKRUPTCY FILED IN 1003 IN BEHAVE OF JULIA I. SMITH WHICH WOULD HAVE STAYED THE PAYMENT UNTIL THE MATTER WAS RESOLVED. THERE ARE COPIES OF PAYMENT MADE TO OCWEN MORTGAGE COMPANY OVER THE TIME SHE HAD BEEN WITH THAT PARTICULAR CORPORATION THAT DO NOT CORSEPONDED WITH THE BALANCE THEY SHOWS THAT IS OWED. THERE IS THE FACT THAT THE ORIGINAL MORTGAGE LENDER WAS NATIONAL CITY WHICH SOLD THEIR RIGHTS TO ANOTHER CORPORATION AND OCWEN TACKED ON AN ADDITIONAL FEE OF OVER TWO THOUSAND DOLLARS. THUS I BELIEVE THAT WE NEED TO BEEN ABLE TO SEE THE RECORDS OF THE LOAN AND RECORDS OF THE PAYMENTS THAT THEIR OFFICE IS SHOWING. WE WOULD ALSO LIKE AN AMORIZATION STATEMENT TO VERIFY WHAT THE PRINCIPAL AND INTEREST WOULD HAVE SHOWN FOR EACH MONTH FOR THE ENTIRE LENGTH OF JULIA'S LOAN.

Exhibit "D" 11

**YOUR RECORDS SHOW THAT JULIA OWES OVER FIVE THOUSAND DOLLARS. OWEN SENT JULIA I. SMITH A STATEMENT IN DECEMBER OF 2005 SHOWING SHE OWED NINE HUNDRED AND FIFTY DOLLARS. THAT'S A BIG DIFFERENCE. OCWEN IS ALSO SHOWING THAT THE ENDING PRINCIPAL BALANCES FOR BOTH 2004 AND 2005 ARE THE SAME. THAT'S ALSO A PROBLEM THAT HAS NOT BEEN EXPLAINED. THERE IS ALSO THEIR RECORDS SHOWING THAT WHEN THEY PURCHASED THE LOAN FROM NATIONAL CITY THEY CHARGED AN ADDITIONAL AMOUNT OF OVER TWO THOUSAND DOLLARS TO JULIA SMITH AND SHE HAD NO IDEA OF THAT HAPPENING UNTIL THIS LAST BIT OF PAPER WORK WAS SENT TO HER JUST RECENTLY. ANOTHER FACTOR IS THAT OWEN FEDERAL BANK MORTGAGE CORPORATION HAS A CLASS ACTION SUIT FILED AGAINST THEM FOR INAPPROPRIATE BUSINESS PRACTICES AND JULIA I. SMITH HAS BEEN ADDED TO THAT CLASS ACTION SUIT LIST OF CLIENTS.**

**IF THE INFORMATION THAT WE HAVE REQUESTED CAN BE SENT WE WILL GLADLY LOOK OVER THE MATERIAL AND GIVE AN ADDITIONAL ANSWER TO YOUR INQUIRY.**

**PLEASE SEND ALL CORRESPONDENCE TO MY SON, CHESTER SMITH, WHO RESIDES AT 3404 WEST 40<sup>TH</sup> STREET LOCATED IN GARY, INDIANA 46408**

**SINCERELY**  
*Julia I Smith*  
**JULIA I. SMITH**

**CC: SHARPIO AND KREISMAN, LLC  
FILE**

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation

PLAINTIFF

vs.

Julia I. Smith

DEFENDANT

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

PLAINTIFF'S REQUEST FOR ADMISSIONS  
ADDRESSED TO THE DEFENDANT  
JULIA I. SMITH

Plaintiff, by its undersigned attorney, hereby serves the within Requests for Admissions upon Defendant above captioned pursuant to Pennsylvania Rule of Civil Procedure 4014(a).

Each matter set forth herein after shall be deemed admitted unless you serve an answer or objection upon counsel for Plaintiff within thirty (30) days of the date of service hereof.

You are requested to admit the following:

Exhibit "E"

1. Defendant is the same individual who executed a Note to National City Bank of Pennsylvania on November 12, 1999 in the amount of \$41,519.75.

2. Defendant is the same individual who executed a Mortgage to secure the above stated Note on November 12, 1999 in the amount of \$41,519.75.

3. The above mentioned Note is secured by a Mortgage on real property situated at 1509 Lawrence Avenue, Hyde, PA 16843.

4. Defendant failed to make the monthly mortgage payment due on April 5, 2004.

5. Defendant has failed to make each and every monthly mortgage payment due and owing from April 5, 2004 on the obligation, which is the subject of this foreclosure litigation.

6. By failing to make the mortgage payment due on April 5, 2004 and thereafter, Defendant is in default of her contractual obligation under the mortgage.

7. Defendant has not tendered monies sufficient to cure full mortgage arrears on the delinquent account.

8. The figures set forth at Paragraph 8 of Plaintiff's Complaint in Mortgage Foreclosure are correct and accurate.

9. The figures recited at Paragraph 8 of Plaintiff's Complaint in Mortgage Foreclosure are recoverable under the terms of the Mortgage instrument.

10. The attorneys' fees as set forth in Paragraph 8 of Plaintiff's Complaint in Mortgage Foreclosure are recoverable under the terms of the Mortgage instrument.

11. Defendant received Notice of Homeowners Emergency Assistance pursuant to Act 91 of 1983 on or about January 18, 2005, copies of which are attached to the Complaint in Mortgage Foreclosure as Exhibits.

12. The loan history attached hereto as Exhibit "A" is a true and accurate record of all payments made on the subject mortgage.

13. All payments made were properly credited on the loan history marked Exhibit "A".

14. Pursuant to the loan documentation, the interest rate is 11.75 % and thus interest accrues at a per diem rate of \$12.05 for each day that the debt remains unpaid.

15. Pursuant to the loan documentation, late charges accrue at \$49.45 per month for each month that the debt remains unpaid.

SHAPIRO & KREISMAN, LLC

BY: 

MEGAN D.H. SMITH, ESQUIRE  
SHAPIRO & KREISMAN, LLC  
3600 Horizon Drive, Suite 150  
King of Prussia, PA 19406  
(Tel) (610) 278-6800

Date: 7/11/06

05-23869

OCWEN  
Transaction History  
Page 0  
MSX-SHSC  
--Run Date/Time--

Detail

05/17/2006 15:15

LOAN#: 33758764 INVESTOR#: 2329 POOL#: 27 NEXT DUE  
DT:02/05/2005 INTEREST RATE: 11.75000 PRIN BAL:  
37,433.17  
BORR1: Julia I Smith  
ESC BAL: 798.60-  
BORR2:  
PROP: 1509 Lawrence Avenue  
160 MAIL: PO BOX  
16843 Hyde PA 16843 Hyde PA

---TRANSACTION--- TRANS. BALANCES TOTAL AFTER  
APPLIED

EFFECTIVE PRINCIPAL SUSPENSE	TIME ESCROW OTHER	RV TRN AMOUNT	DESCRIPTION PRINCIPAL	NXT DUE/REF INTEREST	REVERSED ESCROW
------------------------------------	-------------------------	------------------	--------------------------	-------------------------	--------------------

04/12/2006 09:44:59 37,433.17 798.60- 0.00 0.00		ETD Tax Escrow Disburse 39 268.49- .00		.00	268.49-
10/14/2005 23:59:07 37,433.17 530.11- 0.00 488.71-		RSP Regular/Spread .00 .00	02/05/2005	488.71	.00
10/14/2005 23:59:04 37,433.17 530.11- 500.00- 500.00		PAS Altplan Suspense Adj .00 .00		.00	.00
10/14/2005 23:59:01 37,433.17 530.11- 500.00 0.00		AFB Forbearance Payment 500.00 .00		.00	.00
09/19/2005 11:53:32 37,433.17 530.11- 0.00 0.00		ETD Tax Escrow Disburse 64 530.11- .00		.00	530.11-
09/13/2005 23:59:07 37,433.17 .00 0.00 488.71-		RSP Regular/Spread .00 .00	01/05/2005	488.71	.00
09/13/2005 23:59:04 37,433.17 .00 500.00- 500.00		PAS Altplan Suspense Adj .00 .00		.00	.00
09/13/2005 23:59:01 37,433.17 .00 500.00 0.00		AFB Forbearance Payment 500.00 .00		.00	.00
08/08/2005 20:10:46 37,433.17 .00 0.00 488.71-		RSP Regular/Spread .00 .00	12/05/2004	488.71	.00
08/08/2005 20:00:06 37,433.17 .00 500.00- 500.00		PAS Altplan Suspense Adj .00 .00		.00	.00
08/08/2005 20:00:03 37,433.17 .00 500.00 0.00		AFB Forbearance Payment 500.00 .00		.00	.00
07/12/2005 21:19:04 37,433.17 .00 0.00 55.29-		PIP Partial Interest Pay .00 .00		55.29	.00

Exhibit "A"

07/12/2005 21:19:01	RSP Regular/Spread	11/05/2004			
37,433.17 .00	.00	.00	494.50	.00	
0.00 494.50-					
07/12/2005 21:16:59	PAS Altplan Suspense Adj				
37,433.17 .00	.00	.00	.00	.00	
550.00- 550.00					
07/12/2005 21:16:57	AFB Forbearance Payment				
37,433.17 .00	550.00	.00	.00	.00	
550.00 0.00					
06/16/2005 19:48:50	LCW Late Charge Waive				
37,433.17 .00	49.45	.00	.00	.00	
0.00 49.45					
06/09/2005 19:01:58	RSP Regular/Spread	10/05/2004			
37,433.17 .00	.00	.00	488.71	.00	
0.00 488.71-					
06/09/2005 18:53:39	PAS Altplan Suspense Adj				
37,433.17 .00	.00	.00	.00	.00	
500.00- 500.00					
06/09/2005 18:53:37	AFB Forbearance Payment				
37,433.17 .00	500.00	.00	.00	.00	
500.00 0.00					
05/10/2005 20:57:24	LCW Late Charge Waive				
37,433.17 .00	49.45	.00	.00	.00	
0.00 49.45					
05/09/2005 18:05:45	RSP Regular/Spread	09/05/2004			
37,433.17 .00	.00	.00	488.71	.00	
0.00 488.71-					
05/09/2005 18:03:31	PAS Altplan Suspense Adj				
37,433.17 .00	.00	.00	.00	.00	
500.00- 500.00					
05/09/2005 18:03:28	AFB Forbearance Payment				
37,433.17 .00	500.00	.00	.00	.00	
500.00 0.00					
04/05/2005 00:16:39	RSP Regular/Spread	08/05/2004			
37,433.17 .00	.00	.00	488.71	.00	
0.00 488.71-					
04/05/2005 00:13:18	PAS Altplan Suspense Adj				
37,433.17 .00	.00	.00	.00	.00	
500.00- 500.00					
04/05/2005 00:13:15	AFB Forbearance Payment				
37,433.17 .00	500.00	.00	.00	.00	
500.00 0.00					
03/09/2005 23:59:10	PIP Partial Interest Pay				
37,433.17 .00	16.50	.00	7.05	.00	
0.00 9.45					
03/09/2005 23:59:07	RMS Regular Multiple/Spr	07/05/2004			
37,433.17 .00	494.50	.00	494.50	.00	
0.00 0.00					
03/09/2005 23:59:04	RMS Regular Multiple/Spr	06/05/2004			
37,433.17 .00	494.50	.00	494.50	.00	
0.00 0.00					
03/09/2005 23:59:01	RMS Regular Multiple/Spr	05/05/2004			
37,433.17 .00	494.50	.00	494.50	.00	
0.00 0.00					
09/27/2004 23:59:01	NLD Loan Disbursement	NL NewLoan S			
37,433.17 .00	37,933.17-	37,433.17-	.00	.00	
0.00 500.00-					

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
PLAINTIFF

VS.

Julia I. Smith  
DEFENDANT

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

PLAINTIFFS REQUEST FOR  
PRODUCTION OF DOCUMENTS AND INTERROGATORIES  
ADDRESSED TO DEFENDANT  
JULIA I. SMITH

TO: Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843

Cc: Julia I. Smith  
c/o Chester Smith  
3404 West 40th Street  
Gary, IN 46408

INSTRUCTIONS

PLEASE TAKE NOTICE that you are hereby requested, pursuant to Pa. R.C.P. No. 4009, to produce the following, documents, writings, drawings, graphs, charts, photographs or other compilations of data or tangible items. The above items are to be produced for the purpose of inspecting, photographing and copying at the Office of Shapiro & Kreisman, LLC, 3600 Horizon Drive, Suite 150 – King of Prussia, PA 19406, on or before August 14, 2006.

Please follow these instructions and definitions in responding to these Requests for Production. Any word or term, which is not defined in these instructions shall have its usual and customary meaning.

- a. When, after a thorough and reasonable investigation, it is not possible to obtain the requested document, or any part thereof, because of a lack of information available to you, specify in full and complete detail the reason the information is not available to you and what has been done to locate such information. In addition, specify where you believe the requested information may be found.
- b. If you assert a privilege, work product doctrine, or decline to provide a requested document based on some objection, please indicate the nature of the asserted privilege and the basis for it. Also provide a description of the nature and subject of the information withheld and identify every person to whom the information or document was sent or every person present when the communication was made.
- c. "Plaintiff" means REO Properties Corporation. For purposes of this set of Request for Production, "Defendant" means Julia I. Smith.
- d. The pronoun "you" refers to the party or parties to whom these Requests for Production are addressed, the party's agents, representatives and, unless privileged, the party's attorney. Additionally, the pronoun "you" refers to each parent, predecessor, subsidiary, affiliate, and each present and former officer, employee, agent, representative, and attorney of a corporate or other business entity.
- e. "Document" means any writing of any kind, including written, recorded or graphic matter, however produced or reproduced. It includes all matters that relate to or refer to in whole or in part of the subject referred to in any Request. If a document has been prepared in several copies or if additional copies have been made and the copies are not identical (or by reason or subsequent modification by the addition or notations or other modifications, copies are no longer identical) each non-identical copy is a separate "document." The term "document" includes,

but is not limited to correspondence, personal and inter-office memoranda, notes, diaries, log books, statistics, letters, telegrams, minutes, contract, reports, studies, check statements, returns, receipts, summaries, pamphlets, books, inter-office communications, notations or memoranda or conversations, bulletins, printed matter, computer printouts, teletypes, invoices, recordings, worksheets, and all drafts, alterations, modifications, changes and/or amendments or any of the foregoing. "Document" also refers to any data stored by computer or any computer-data storage system.

- f. "All documents" means every document as above defined known to you and every such document, which may be located or discovered by reasonable effort.
- g. The terms "possession," "custody," and "control" include the joint or several possessions, custody or control not only by the Defendant, but also by each and any person acting or purporting to act in concert with or on behalf of the Defendant whether as an agent, employee, attorney, accountant or otherwise.
- h. The word "person" means any natural individual in any capacity whatsoever or any entity or organization, including divisions, departments, or other units therein, and shall include without limitation a public or private corporation, partnership, joint venture, voluntary unincorporated association, organization, proprietorship, trust, state, government agency, commission, bureau or department.
- i. The term "communication" means any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more persons, by or to whomever made, and including, without limitation, correspondence, documents, conversations, dialogues, discussions, interviews, consultations, agreements, and other understandings.

j. If a Request or an aspect of these Requests appear ambiguous or if the Defendant needs further clarification, the Defendant should contact the Plaintiff's counsel immediately at the address or phone number above to obtain a clarification.

## REQUEST FOR PRODUCTION

1. If you deny that Defendant is the same individual who executed a Note to National City Bank of Pennsylvania on November 12, 1999 in the amount of \$41,519.75, attach any documentation which supports your denial.
2. If you deny that Defendant is the same individual who executed a Mortgage to secure the above stated Note on November 12, 1999 in the amount of \$41,519.75, attach any documentation which supports your denial.
3. If you deny that the above-mentioned Note is secured by a Mortgage on real property situated at 1509 Lawrence Avenue, Hyde, PA 16843, attach any documentation which supports your denial.
4. If you deny that Defendant failed to make the monthly mortgage payment due on April 5, 2004, attach any documentation which supports your denial.

5. If you deny that Defendant has failed to make each and every monthly mortgage payment due and owing from April 5, 2004 on the obligation which is the subject of this foreclosure litigation, attach any documentation which supports your denial.

6. If you deny that Defendant is in default of her contractual obligation under the mortgage by failing to make the mortgage payment due on April 5, 2004 and thereafter, attach any documentation which supports your denial.

7. If you deny that Defendant has not tendered monies sufficient to cure full mortgage arrears on the delinquent account, attach any documentation which supports your denial.

8. If you deny that the figures set forth at Paragraph 8 of Plaintiff's Complaint in Mortgage Foreclosure are correct and accurate, attach any documentation, which supports your denial.

9. If you deny that the figures recited at Paragraph 8 of Plaintiff's Complaint in Mortgage Foreclosure are recoverable under the terms of the Mortgage instrument, attach any documentation, which supports your denial.

10. If you deny that the attorneys' fees as set forth in Paragraph 8 of Plaintiff's Complaint in Mortgage Foreclosure are recoverable under the terms of the Mortgage instrument, attach any documentation, which supports your denial.

11. If you deny that Defendant received Notice of Homeowners Emergency Assistance pursuant to Act 91 of 1983 on or about January 18, 2005, attach any documentation which supports your denial.

12. Copies of cancelled checks (front and back) or other evidence of monthly payment having been made to the Mortgagee / Plaintiff in this action since April 5, 2004.

13. Copies of cancelled checks (front and back) or other proofs of monthly payment, which Defendant alleges were not properly credited to the subject account.

14. Copies of any and all documents upon which you rely in alleging that the total judgment amount as calculated by the Plaintiff in Paragraph 8 of the Plaintiff's Complaint is inaccurate or incorrect.

15. Copies of any and all documents relating to the negotiation and/or performance of any alleged agreements between the Defendant and the Plaintiff, which is the subject of this litigation.

16. Copies of any and all documents that demonstrate that the Defendant has not been given full and proper credit for all payment made.

17. Copies of any and all mortgage closing documents.

18. Copies of all documents identified in answers to interrogatories.

19. Copies of all documents that are alleged to establish that the Loan History attached as Exhibit "A" to the Request for Admissions fails to provide an accurate accounting of all payments made by Defendant.

20. Copies of all documents Defendant intends to introduce at the trial of this matter.

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
PLAINTIFF

VS.

Julia I. Smith  
DEFENDANT

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

### INTERROGATORIES

TO: Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843

Cc: Julia I. Smith  
c/o Chester Smith  
3404 West 40th Street  
Gary, IN 46408

### INSTRUCTIONS

PLEASE TAKE NOTICE that you are hereby required, pursuant to Pa. R.C.P. No. 4005 and No. 4006, to serve upon the undersigned the original and a copy of your answers and objections, if any, in writing and under oath to the following Interrogatories within thirty (30) days after service hereof. The answers shall be inserted in the space provided. If there is insufficient space to answer an Interrogatory, the remainder of the answer shall follow as a supplemental sheet.

These Interrogatories shall be deemed to be continuing in nature, in accordance with the Pa. R.C.P. No. 4007.4, as amended. If between the time of filing your original answers to these

Interrogatories and the time of trial in this matter, you or anyone acting on your behalf learn of the existence of discoverable facts or the identity of persons expected to be called as witnesses at trial not disclosed in your answers, or if you or an expert witness obtain information upon the basis of which you or he know that an answer was incorrect when made, or know that an answer that was correct when made is no longer true, or if you obtain or learn of additional information requested, but not supplied in your answers, then you shall promptly furnish a supplemental answer under oath, including such information thereafter acquired, to the undersigned.

Please follow the following instructions and definitions in answering this set of Interrogatories. Any word or term, which is not defined in these instructions shall have its usual and customary meaning.

- a. Each of these Interrogatories shall be answered separately and completely in writing in the space provided. Use additional sheets if the room provided is not sufficient. The answers shall be signed and verified by the person making them. Objections, if any, shall be signed by the attorney making them.
- b. Where knowledge or information in the possession of a party is requested, such a request includes knowledge of the party's agents, employees, servants, officers, directors, accountants, attorneys (unless privileged), or other persons acting or purporting to act on behalf of the party to whom these Interrogatories are addressed.
- c. When, after a thorough and reasonable investigation, it is not possible to answer an Interrogatory, or any part thereof, because of a lack of information available to you, specify in full and complete detail the reason the information is not available to you and what has been to done to locate such information. In addition, specify

what knowledge or belief you have concerning the unanswered portion of the Interrogatory and the facts upon which such knowledge or belief is based.

- d. Where an Interrogatory does not specifically request a particular fact, but where such facts are necessary to make the answer to the Interrogatory complete or comprehensible, please include such facts as part of the answer, and the Interrogatory shall be deemed specifically to request such facts.
- e. If you encounter an ambiguity in answering an Interrogatory, set forth the matter deemed ambiguous and the interpretation used in answering.
- f. If you assert a privilege, work product doctrine, or decline to answer an Interrogatory on some objection, please indicate the nature of the asserted privilege and the basis for it. Also provide a description of the nature and subject of the information withheld and identify every person to whom the information or document was sent or every person present when the communication was made.
- g. "Plaintiff" means REO Properties Corporation. "Defendant" means Julia I. Smith.
- h. The pronoun "you" refers to the party or parties to whom these Interrogatories are addressed, the party's agents, representatives and, unless privileged, the party's attorney. Additionally, the pronoun "you" refers to each parent, predecessor, subsidiary, affiliate, and each present and former officer, employee, agent, representative, and attorney of a corporate or other business entity.
- i. "Document" means any writing of any kind, including written, recorded or graphic matter, however produced or reproduced. It includes all matters that relate to or refer to in whole or in part of the subject referred to in any Interrogatory. If a document has been prepared in several copies or if additional

copies have been made and the copies are not identical (or by reason of subsequent modification by the addition or notations or other modifications, copies are no longer identical) each non-identical copy is a separate "document."

The term "document" includes, but is not limited to correspondence, personal and inter-office memoranda, notes, diaries, log books, statistics, letters, telegrams, minutes, contract, reports, studies, check statements, returns, receipts, summaries, pamphlets, books, inter-office communications, notations or memoranda or conversations, bulletins, printed matter, computer printouts, teletypes, invoices, recordings, worksheets, and all drafts, alterations, modifications, changes and/or amendments or any of the foregoing. Document also refers to any data stored by computer or any computer-data storage system.

- j. "All documents" means every document as above defined known to you and every such document which may be located or discovered by reasonable effort.
- k. The terms "possession," "custody," or "control" include the joint or several possessions, custody or control not only by the Defendant, but also by each and any person acting or purporting to act in concert with or on behalf of the Defendant whether as an agent, employee, attorney, accountant or otherwise.
- l. The word "person" means any natural individual in any capacity whatsoever or any entity or organization, including divisions, departments, or other units therein, and shall include without limitation a public or private corporation, partnership, joint venture, voluntary unincorporated association, organization, proprietorship, trust, state, government agency, commission, bureau or department.

- m. The term "communication" means any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more persons, by or to whomever made, and including, without limitation, correspondence, documents, conversations, dialogues, discussions, interviews, consultations, agreements, and other understandings.
- n. The word "identify," or words of similar import, when used in reference to:
  1. a natural individual, requires you to state his or her full name, and present or last known residential address, business address, and telephone number;
  2. a corporation, requires you to state its full corporate name, and any names under which it does business, its state of incorporation, the address and telephone number of its principle place of business, and the address and telephone number(s) of all of its officers;
  3. a business other than a corporation, requires you to state its full name or style under which its business is conducted, and any names under which it does business, its business address, its telephone number(s), and the identity of the persons who own, operate and control the business and their addresses and telephone number(s).
  4. a document, requires you to state its title, its date, the names of its authors and recipients, and its present or last known location and custodian, including any documents prepared subsequent to any time period.
  5. a communication, requires you, if any part of the communication was written, to identify the documents which refer to or evidence the communication, and, if any part of the communication was non-written, to

identify the person participating in or present during all or part of the communication, and describe the substance thereof.

- p. When an Interrogatory requires you to "describe," to "state the basis of," or to "state the facts" on which you rely to support your claim, contention, or allegation, state in your answer each and every fact and identify each and every communication or document which you contend supports, refers to, or evidences such claim, contention, or allegation.
- q. When an Interrogatory requires you otherwise to describe or state the facts relating to any particular set of circumstances, act, event, transaction, occurrence, meeting, purchase, sale, agreement, contract, venture, relationship, conversation, representation, communication, or other item of information, indicate in your response the facts (including dates and places) which relate to such a transaction, occurrence, relationship, set of circumstances, etc. Also identify any persons who are or were parties thereto or have knowledge thereof and identify any communications and documents relating to such transaction, occurrence, relationship, set of circumstances, etc.
- r. If any Interrogatory, term or aspect of these Interrogatories appear ambiguous or if Defendant needs further clarification, Defendant should contact Plaintiff's counsel immediately at the address or phone number above to obtain a clarification.

1. If you deny that Defendant is the same individual who executed a Note to National City Bank of Pennsylvania on November 12, 1999 in the amount of \$41,519.75, explain fully your basis and set forth the reasons for said denial.
  
2. If you deny that Defendant is the same individual who executed a Mortgage to secure the above stated Note on November 12, 1999 in the amount of \$41,519.75, explain fully your basis and set forth the reasons for said denial.
  
3. If you deny that the above-mentioned Note is secured by a Mortgage on real property situated at 1509 Lawrence Avenue, Hyde, PA 16843, explain fully your basis and set forth the reasons for said denial.
  
4. If you deny that Defendant failed to make the monthly mortgage payment due on April 5, 2004, explain fully your basis and set forth the reasons for said denial.

5. If you deny that Defendant has failed to make each and every monthly mortgage payment due and owing from April 5, 2004 on the obligation which is the subject of this foreclosure litigation, explain fully your basis and set forth the reasons for said denial.

6. If you deny that Defendant is in default of her contractual obligation under the mortgage by failing to make the mortgage payment due on April 5, 2004 and thereafter, explain fully your basis and set forth the reasons for said denial.

7. If you deny that Defendant has not tendered monies sufficient to cure full mortgage arrears on the delinquent account, explain fully your basis and set forth the reasons for said denial.

8. If you deny that the figures set forth at Paragraph 8 of Plaintiff's Complaint in Mortgage Foreclosure are correct and accurate, explain fully your basis and set forth the reasons for said denial.

9. If you deny that the figures recited at Paragraph 8 of Plaintiff's Complaint in Mortgage Foreclosure are recoverable under the terms of the Mortgage instrument, explain fully your basis and set forth the reasons for said denial.

10. If you deny that the attorneys' fees as set forth in Paragraph 8 of Plaintiff's Complaint in Mortgage Foreclosure are recoverable under the terms of the Mortgage instrument, explain fully your basis and set forth the reasons for said denial.

11. If you deny that Defendant received Notice of Homeowners Emergency Assistance pursuant to Act 91 of 1983 on or about January 18, 2005, explain fully your basis and set forth the reasons for said denial.

12. Upon what facts, information and/or belief do you rely in alleging that the total amount due from Defendant to Plaintiff is different than set forth in the Complaint?

13. On what date was Defendants' application for financial assistance from the Pennsylvania Housing Finance Agency denied?

14. Upon what facts, information and/or belief do you rely in alleging that the Plaintiff is not entitled to the fees and costs set forth at Paragraph 8 of Plaintiff's Complaint in Mortgage Foreclosure?

15. Upon what facts, information and/or belief do you rely in alleging that the interest rate being charged 11.75% is excessive or unreasonable?

16. Upon what facts, information and/or belief do you rely in alleging that the attorneys' fees as set forth at Paragraph 8 of Plaintiff's Complaint in Mortgage Foreclosure in the amount of \$1,500.00 are unreasonable or excessive?

17. Set forth each and every fact upon which Defendant bases each separate or affirmative defense contained in Defendants' answer and attach hereto copies of all documents not set forth in answer to previous interrogatories, which are relevant or material to such defense.

18. Set forth the name, address, employer and position of employment of each and every person who has knowledge, whether personal or otherwise, of the facts set forth in Defendants' answer to the preceding interrogatory, together with a summary of the facts of which each such person has knowledge and the source thereof.

19. State whether the Mortgaged premises is personally occupied by Defendant.

20. State whether there are any tenants in occupancy of the mortgage premises. If so, with respect to each tenant, set forth the following:

(a) the name and exact address of the tenant;

(b) the date on which the tenancy commenced;

(c) the terms thereof, including without limitation, the rental rate and lease period;

(d) if there is a written lease agreement, attach a copy hereto.

21. State whether Defendant acknowledges the assignment of said mortgage, note or bond by the original mortgagee directly or ultimately to Plaintiff.

22. State the name and address of the party to whom Defendant forwarded her mortgage payments.

23. State whether Defendant maintains that she has not been given full and proper credit for any payments made on account of the mortgage obligation in question. If so, with respect to each such payment, set forth the following:

- (a) the date on which such payment was allegedly made;
- (b) the amount thereof;
- (c) the form of payment (i.e. check or money order);
- (d) attach hereto copies of cancelled checks (Front and Back), including endorsements, money order receipts or other documents evidencing any such payment for which defendant alleges she had not received proper and full credit.

24. State whether Defendant alleges that she is entitled to any set-offs, credits or allowances other than as set forth in answers to previous interrogatories; and if so, specify same, including the amount, date and circumstance pursuant to which Defendant is so entitled. Attach hereto copies of documents which evidence any such set-off, credit or allowance.

25. Specify which payments have not been made to Plaintiff by or on behalf of Defendant pursuant to the terms of the mortgage obligation, including the date on which such payment was due and the amount of the installment.

26. State what amount, if any, is alleged by Defendant to be due and owing to Plaintiff pursuant to the mortgage obligation and set forth in detail the basis of Defendant's calculation.

27. Set forth in detail all attempts by Defendant to bring current the mortgage held by Plaintiff. Attach hereto copies of any and all documents, which relate or refer to any such attempts.

28. If you deny that the Loan History attached as Exhibit "A" to the Request for Admissions provided an accurate accounting of all payments made by Defendant, explain fully the basis and reasons for said denial.

29. Set forth the name, address and contents of information possessed by all witnesses you intend to call at the trial of this matter.

30. Fully describe any documents which are being withheld from production pursuant to the attached request and the reasons why any such documents have been withheld.

31. Explain what investigation you have undertaken to determine what the principal balance of the loan is.

32. Explain what investigation you have undertaken to determine what the interest owing on the loan is.

33. Explain what investigation you have undertaken to determine what the late charges of the loan are.

34. Explain what investigation you have undertaken to determine what the title search/report fees are.

35. Does the Note contain a provision for late charges? If yes, explain why you deny the calculation of late charges in your Answer.

36. Identify all witnesses you intend to call at trial which, will present testimony to contradict the amounts claimed owed by Plaintiff. Also provide addresses and phone numbers for each witness and briefly describe the testimony to be presented by each witness.

37. List all exhibits you intend to introduce at trial which would support your denial of the amounts claimed by Plaintiff to be due and owing. Also, identify through whom you intend to introduce the exhibits.

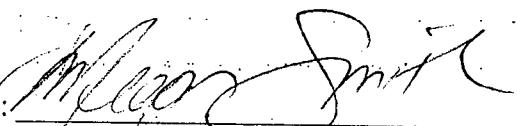
38. Identify all expert witnesses you intend to call at trial in this matter who will testify as to the amounts owing on the loan.

39. Have you had any accountants or other financial professional perform an analysis of the loan to determine the amount owing? If yes, identify the person(s) and the name and address for each.

40. List each date Defendant attempted to contact Plaintiff regarding tender of payments, the phone number dialed and the individual with whom Defendant spoke.

SHAPIRO & KREISMAN, LLC

BY:

  
Megan D.H. Smith, Esquire  
3600 Horizon Drive, Suite 150  
King of Prussia, PA 19406  
(610) 278-6800

Date: 7/11/06  
05-23869

**CERTIFICATE OF SERVICE**

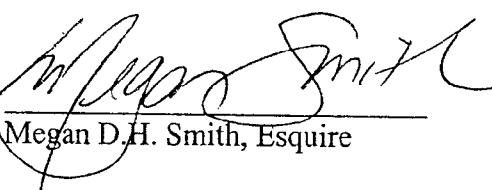
I hereby certify that on the 11<sup>th</sup> day of July, 2006, I served a copy of the foregoing Plaintiff's Request for Admissions and Request for Production of Documents and Interrogatories upon the following by certified mail:

Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843

Cc: Julia I. Smith  
c/o Chester Smith  
3404 West 40th Street  
Gary, IN 46408

SHAPIRO & KREISMAN, LLC

BY:

  
Megan D.H. Smith, Esquire

SK

# SHAPIRO & KREISMAN, LLC

ATTORNEYS AT LAW

3600 Horizon Drive, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

GERALD M. SHAPIRO  
*Admitted in Illinois and Florida Only*  
DAVID S. KREISMAN  
*Admitted in Illinois Only*  
KEVIN DISKIN  
*Managing Attorney*  
DANIELLE BOYLE-EBERSOLE +\*  
MEGAN D.H. SMITH + ~  
LAUREN R. TABAS +  
ILANA ZION  
+ *Also Licensed in New Jersey*  
~ *Also Licensed in New York*  
\* *Also Licensed in Michigan*

August 15, 2006

Julia Smith  
1509 Lawrence Avenue  
Hyde, PA 16843

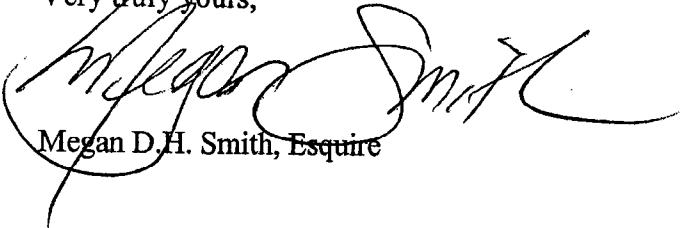
Re: REO Properties Corporation v. Julia Smith  
Clearfield County No. 06-130-CD  
Our File No. 05-23869

Dear Ms. Smith:

My review of the file indicates you have failed to respond to Plaintiff's discovery requests, which were due by August 14, 2006. Thus, the time has expired for you to respond to Plaintiff's Request for Admissions, which are now deemed admitted in accordance with Pa. R.C.P. 4014(b).

Kindly respond to Plaintiff's Interrogatories and Request for Production of Documents by August 25, 2006 or Plaintiff will take appropriate action.

Very truly yours,



Megan D.H. Smith, Esquire

CC: Chester Smith  
3404 West 40th Street  
Gary, IN 46408

Exhibit "F"

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
PLAINTIFF

v.

Julia I. Smith  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

**AFFIDAVIT OF Jasmine Santiago**

STATE OF Florida :

COUNTY OF Orange :

Jasmine Santiago, being duly sworn

(NAME OF CORPORATE OFFICER)

according to law, deposes and says that:

1. Affiant is employed by Plaintiff as Foreclosure Facilitator

and has personal knowledge of the facts set forth in this Affidavit.

2. In Affiant's capacity as Foreclosure Facilitator, Affiant has the responsibility for maintaining the files of Plaintiff with respect to Plaintiff's borrowers, including the above-named Defendant.

3. In the normal course of Plaintiff's business, Plaintiff maintains in its files the original or true copies of Defendants' Mortgage, Note, Assignments and correspondence to and from Defendant.

Exhibit "G"

4. In the ordinary course of its business, and in servicing mortgage loans, Plaintiff maintains a record of the history of its mortgage loans on computers into which employees of Plaintiff make entries of payments, disbursements and other appropriate transactions. Interest is calculated by computer software, which software is applied to all or substantially all of Plaintiff's borrowers, including Defendant.

5. On November 12, 1999, Defendant entered into a Mortgage Note in the principal amount of \$41,519.75 in favor of National City Bank of Pennsylvania.

6. Also on November 12, 1999, Defendant entered into a Mortgage in favor of National City Bank of Pennsylvania which secured the indebtedness of the Note.

7. The real property subject to the Mortgage is located at 1509 Lawrence Avenue, Hyde, PA 16843.

8. Subsequent to the execution of the subject Note and Mortgage, National City Bank of Pennsylvania assigned all of its interest in the foregoing property and documents, which interest now legally belongs to Plaintiff. The Assignment was duly recorded as noted in Plaintiff's Complaint in Mortgage Foreclosure and is a matter of public record.

9. Affiant is authorized to obtain a printed version of the data electronically maintained by Plaintiff for the subject mortgage loan account. Attached hereto and incorporated by reference is the payment history of the subject account. The Affiant has reviewed the history and, to the best of the Affiant's knowledge and belief, it is accurate and correct.

10. Defendant failed to make payment due on April 5, 2004 pursuant to the Note and Mortgage and thereafter has failed to make all payments on this obligation.

11. As of August 31, 2006, the amount due to Plaintiff pursuant to the aforementioned document is \$47,541.41, which includes the following amounts:

Principal of Mortgage Debt Due and Unpaid	\$37,433.17
Interest at 11.75% per annum	
from March 5, 2004 to August 31, 2006	
(\$12.21 per diem)	\$5,669.03
Late Charges	\$543.95
Escrow Deficit	\$798.60
Maintenance	\$21.00
Title Report Fee	\$320.00
Prior Servicer- Collection Costs	\$500.00
Property Inspection	\$10.50
BPO	\$625.00
Suspense Credit	\$(77.40)
Attorney's Fees and costs	\$1,697.56
<b>TOTAL</b>	<b>\$47,541.41</b>

12. The per diem interest rate is \$12.21 for each day after August 31, 2006 that the debt remains unpaid until judgment.

13. The mortgage sought to be foreclosed herein is due for the April 5, 2004 payment and all subsequent payments. The dollar amount of the regular monthly payment is \$494.50. At no time has Defendant tendered a sum sufficient to contractually cure the delinquency herein.

14. Pursuant to the Mortgage, Plaintiff is entitled to reasonable fees incurred in the collection and enforcement of the Note and Mortgage.

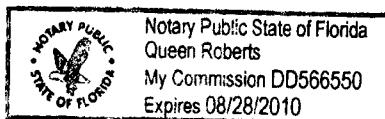
15. Despite demand Defendant has not paid the amount due.

16. By letter dated January 18, 2005, Plaintiff sent Notice of Homeowner Emergency Assistance to Defendant as required pursuant to Pennsylvania law. A true and correct copy of said Notice is attached to the Complaint as an Exhibit.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 23<sup>rd</sup>

DAY OF August, 2006.  
Queen Roberts  
 NOTARY PUBLIC  
 05-23869



OCWEN  
Transaction History  
Page 0  
MSX-SHSC  
--Run Date/Time--  
05/17/2006 15:15

Detail

LOAN#: 33758764 INVESTOR#: 2329 POOL#: 27 NEXT DUE  
DT:02/05/2005 INTEREST RATE: 11.75000 PRIN BAL:  
37,433.17  
BORR1: Julia I Smith  
ESC BAL: 798.60-  
BORR2:  
PROP: 1509 Lawrence Avenue  
160 MAIL: PO BOX  
16843 Hyde PA 16843 Hyde PA

---TRANSACTION --- TRANS. BALANCES- TOTAL - AFTER  
----- APPLIED -----

PRINCIPAL SUSPENSE	TIME ESCROW OTHER	RV TRN AMOUNT	DESCRIPTION	PRINCIPAL	NXT DUE/REF INTEREST	REVERSED ESCROW
-----------------------	-------------------------	------------------	-------------	-----------	-------------------------	--------------------

37,433.17	04/12/2006 09:44:59 0.00	798.60- 0.00	ETD Tax Escrow Disbursements 39	268.49- .00	.00	268.49-
37,433.17	10/14/2005 23:59:07 0.00	530.11- 488.71-	RSP Regular/Spread	.02/05/2005 .00	488.71	.00
37,433.17	10/14/2005 23:59:04 500.00-	530.11- 500.00	PAS Altplan Suspense Adj	.00 .00	.00	.00
37,433.17	10/14/2005 23:59:01 500.00	530.11- 0.00	AFB Forbearance Payment	500.00 .00	.00	.00
37,433.17	09/19/2005 11:53:32 0.00	530.11- 0.00	ETD Tax Escrow Disbursements 64	530.11- .00	.00	530.11-
37,433.17	09/13/2005 23:59:07 0.00	0.00 488.71-	RSP Regular/Spread	01/05/2005 .00	488.71	.00
37,433.17	09/13/2005 23:59:04 500.00-	.00 500.00	PAS Altplan Suspense Adj	.00 .00	.00	.00
37,433.17	09/13/2005 23:59:01 500.00	.00 0.00	AFB Forbearance Payment	500.00 .00	.00	.00
37,433.17	08/08/2005 20:10:46 0.00	0.00 488.71-	RSP Regular/Spread	12/05/2004 .00	488.71	.00
37,433.17	08/08/2005 20:00:06 500.00-	.00 500.00	PAS Altplan Suspense Adj	.00 .00	.00	.00
37,433.17	08/08/2005 20:00:03 500.00	.00 0.00	AFB Forbearance Payment	500.00 .00	.00	.00
37,433.17	07/12/2005 21:19:04 0.00	55.29-	PIP Partial Interest Pay	.00 .00	55.29	.00

Exhibit "A"

07/12/2005 21:19:01	RSP Regular/Spread	11/05/2004			
37,433.17 .00	.00	.00	494.50	.00	
0.00 494.50-					
07/12/2005 21:16:59	PAS Altplan Suspense Adj				
37,433.17 .00	.00	.00	.00	.00	
550.00- 550.00					
07/12/2005 21:16:57	AFB Forbearance Payment				
37,433.17 .00	550.00	.00	.00	.00	
550.00 0.00					
06/16/2005 19:48:50	LCW Late Charge Waive				
37,433.17 .00	49.45	.00	.00	.00	
0.00 49.45					
06/09/2005 19:01:58	RSP Regular/Spread	10/05/2004			
37,433.17 .00	.00	.00	488.71	.00	
0.00 488.71-					
06/09/2005 18:53:39	PAS Altplan Suspense Adj				
37,433.17 .00	.00	.00	.00	.00	
500.00- 500.00					
06/09/2005 18:53:37	AFB Forbearance Payment				
37,433.17 .00	500.00	.00	.00	.00	
500.00 0.00					
05/10/2005 20:57:24	LCW Late Charge Waive				
37,433.17 .00	49.45	.00	.00	.00	
0.00 49.45					
05/09/2005 18:05:45	RSP Regular/Spread	09/05/2004			
37,433.17 .00	.00	.00	488.71	.00	
0.00 488.71-					
05/09/2005 18:03:31	PAS Altplan Suspense Adj				
37,433.17 .00	.00	.00	.00	.00	
500.00- 500.00					
05/09/2005 18:03:28	AFB Forbearance Payment				
37,433.17 .00	500.00	.00	.00	.00	
500.00 0.00					
04/05/2005 00:16:39	RSP Regular/Spread	08/05/2004			
37,433.17 .00	.00	.00	488.71	.00	
0.00 488.71-					
04/05/2005 00:13:18	PAS Altplan Suspense Adj				
37,433.17 .00	.00	.00	.00	.00	
500.00- 500.00					
04/05/2005 00:13:15	AFB Forbearance Payment				
37,433.17 .00	500.00	.00	.00	.00	
500.00 0.00					
03/09/2005 23:59:10	PIP Partial Interest Pay				
37,433.17 .00	9.45	16.50	.00	7.05	.00
0.00 9.45					
03/09/2005 23:59:07	RMS Regular Multiple/Spr	07/05/2004			
37,433.17 .00	494.50	.00	494.50	.00	
0.00 0.00					
03/09/2005 23:59:04	RMS Regular Multiple/Spr	06/05/2004			
37,433.17 .00	494.50	.00	494.50	.00	
0.00 0.00					
03/09/2005 23:59:01	RMS Regular Multiple/Spr	05/05/2004			
37,433.17 .00	494.50	.00	494.50	.00	
0.00 0.00					
09/27/2004 23:59:01	NLD Loan Disbursement	NL NewLoan S			
37,433.17 .00	37,933.17-	37,433.17-	.00	.00	
0.00 500.00-					

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
Plaintiff,

v.

Julia I. Smith  
Defendant.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

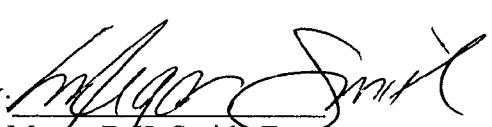
NO: 06-130-CD

**VERIFICATION**

Megan D.H. Smith, Esquire, hereby states that she is the Attorney for Plaintiff in this action, and that the statements made in the foregoing Motion for Summary Judgment are true and correct to the best of her knowledge, information and belief.

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

SHAPIRO & KREISMAN, LLC

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

Dated: 8/31/06

**IN THE COURT OF COMMON PLEAS FOR CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA**

REO Properties Corporation,

Plaintiff,

v.

NO: 06-130-CD

Julia I. Smith,

Defendant(s).

---

**BRIEF IN SUPPORT OF  
MOTION OF PLAINTIFF, REO PROPERTIES CORPORATION, FOR SUMMARY  
JUDGMENT**

---

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

## INTRODUCTION

Plaintiff, REO Properties Corporation ("Plaintiff"), commenced this action seeking a judgment in Mortgage Foreclosure against Defendant, Julia I. Smith (hereinafter collectively referred to as "Defendant"), in an amount equal to the principal, interest, late charges, escrow advances, costs and attorneys' fees due pursuant to a mortgage given to secure the indebtedness of Defendant. There is no dispute concerning the existence of the obligation, the amount owed, or that the debt has not been paid in accordance with the terms of the Mortgage. Because there is no dispute as to any genuine issue of material fact, and because Plaintiff is entitled to judgment as a matter of law, Plaintiff respectfully requests that summary judgment be entered in Plaintiff's favor.

## PROCEDURAL HISTORY

Plaintiff filed a Complaint in Mortgage Foreclosure (the "Complaint") with the CLEARFIELD County Prothonotary's Office on January 26, 2006 and Defendant filed an Answer to the Complaint on February 24, 2006. Plaintiff thereafter served discovery requests upon Defendant, and Defendant has served his response to discovery. The pleadings and discovery have been completed, and all relevant factual issues have been resolved. Therefore, the matter is ripe for summary judgment and disposition of the motion will not delay trial.

## STATEMENT OF THE CASE

On November 12, 1999, Defendant executed a mortgage note in the principal sum of \$41,519.75 (the "Note"). On the same day, Defendant entered into a mortgage in favor of National City Bank of Pennsylvania, which secured the indebtedness of the Note (the "Mortgage"). The real property, which is subject to the Mortgage, is located at 1509 Lawrence Avenue, Hyde, PA 16843 (the "Mortgaged Premises").

Defendant failed to make the payment due on April 5, 2004, required pursuant to the Note and Mortgage, and thereafter has failed to make any payment on this obligation. Despite demand, Defendant has failed to make any further payments on account of the indebtedness to Plaintiff.

The amount due and owing through August 31, 2006 under the foregoing agreements is \$47,541.41. This includes a principal balance of \$37,433.17 and interest at the rate of 11.75% per annum from March 5, 2004 through August 31, 2006, in the amount of \$5,669.03, as well as late charges for that same period in the amount of \$543.95, an escrow overdraft in the amount of \$798.60, a maintenance fee in the amount of \$21.00, a title report fee in the amount of \$320.00, a prior servicer-collection costs fee in the amount of \$500.00, a property inspection in the amount of \$10.50, a BPO in the amount of \$625.00, a suspense credit in the amount of \$77.40 and attorneys' fees and costs of \$1,697.56. After August 31, 2006, interest accrues at a per diem rate of \$12.21 until judgment on mortgage foreclosure is entered.

## **ARGUMENT**

### **I. THE EVIDENTIARY RECORD ESTABLISHES THAT THERE IS NO GENUINE ISSUE AS TO ANY MATERIAL FACT.**

#### **A. Standard For Granting Summary Judgment.**

Summary judgment is governed by Rule 1035.2, which provides, in pertinent part:

After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law

(1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report.

(2) if, after completion of discovery relevant to the motion, including the production of expert reports, an adverse party who will bear the burden of proof at trial has failed to produce evidence

of facts essential to the cause of action or defense which in a jury trial would require the issue to be submitted to a jury.

Pa. R.C.P. No. 1035.2.

Since Rule 1035.2 was amended, the Pennsylvania Supreme Court provided guidance as to the new standard in Ertel v. Patriot News Co., 544 Pa. 93, 674 A.2d 1038 (1996). The court accepted the standard of review in motions for summary judgment as established by the United States Supreme Court in Celotex Corp. v. Catrett, 477 U.S. 317 (1986), and Anderson v. Liberty Lobby, 477 U.S. 242 (1986). In these decisions, the Supreme Court stated that a non-moving party on a motion for summary judgment must produce sufficient evidence on an issue essential to its case and on which he bears the burden of proof such that a jury could return a verdict in his favor. The Pennsylvania Supreme Court in Ertel specifically stated that this standard is consistent with the amended rule 1035. Ertel at 101, 674 A.2d at 1042. This new standard places a burden on the non-moving party to come forward with evidence to defeat the motion.

Even with the amendment to the rules, the purpose of summary judgment remains the same. According to the rules of procedure, summary judgment is properly granted where the pleadings, depositions, answers to interrogatories, admissions on file, together with affidavits show that "there is no genuine issue of any material fact as to a necessary element of the cause of action." Pa. R.C.P. No. 1035.2; see also, Marks v. Tasman and Benson, 527 Pa. 132, 589 A.2d 205 (1991); Citicorp Mortgage, Inc. v. Morrisville Hampton Village realty Limited Partnership, 443 Pa. Super. 595, 662 A.2d 1120 (1995).

The function of the summary judgment is to prevent vexation and delay, improve the machinery of justice, promote the expeditious disposition of cases and avoid unnecessary trials when no genuine issue of material fact is raised. Williams v. Pilgrim Life Insurance Co., 306 Pa. Super. 135, 461 A.2d 833 (1983). Another purpose is to avoid a useless trial. Dillon v. Nat'l

R.R. Corp., 345 Pa. Super. 126, 136, 497 A.2d 1336, 1341 (1985). Summary judgment is also designed to pierce the pleadings and assess the proof to determine whether there is a genuine need for a trial. Phaff v. Gerner, 451 Pa. 146, 303 A.2d 826 (1973).

Plaintiff has the burden of demonstrating that there is no genuine issue of material fact. Hower v. Whitmark Assoc., 371 Pa. Super. 443, 381 A.2d 524 (1988); Carollo v. 48 Insulation, Inc., 252 Pa. Super. 422, 381 A.2d 990 (1977). Once such a showing is made, summary judgment is appropriate if an adverse party is unable to come forward with probative evidence which demonstrates that it is not liable to Plaintiff. Phaff v. Gerner, 541 Pa. 146, 303 A.2d 826 (1973).

When the moving party make out a case for summary judgment, the adverse party may not claim that the averments of his pleading alone are sufficient to raise a genuine issue of fact so as to defeat the motion. The adverse party must set forth specific facts showing there is a genuine issue of fact for trial.

Id. See, also, Pape v. Smith, 227 Pa. 80, 323 A.2d 856 (1974); Amabile v. Auto Kleen Car Wash, 249 Pa. 240, 376 A.2d 247 (1977). In this matter, Plaintiff respectfully submits that the evidentiary record, as defined by Pa. R.C.P. No. 1035.1 (pleadings and exhibits, depositions if any, answers to interrogatories, admissions and affidavits), in this matter establishes conclusively that the material facts are undisputed and, therefore, there is no issue for disposition by the finder of fact. The official commentary to Rule 1035.2 provide, in relevant part:

Rule 1035.2 sets forth the general principle that a motion for summary judgment is based on an evidentiary record, which entitles the moving party to a judgment as a matter of law.

The evidentiary record may be one of two types. Under subparagraph (1), the records shows that the material facts are undisputed and, therefore, there is not issue to be submitted to a jury.

An example of a motion under subparagraph (1) is a motion supported by a record containing an admission. By virtue of the

admission, no issue of fact could be established by further discovery or expert report.

Pa. R.C.P. No. 1035.2 (emphasis added).

B. The Admissions And Defective Denials In The Answer Remove Any Issues Of Fact.

In this matter, the material facts of Plaintiff's cause of action are undisputed and, therefore, there is no triable issue for disposition by the finder of fact. The material facts are undisputed either because Defendant has admitted same or has failed to raise any material issue of fact in dispute so as to preclude the entry of summary judgment.

In the Answer to Plaintiff's Complaint, Defendant admits the following:

- (a) The parties to the Mortgage;
- (b) The date and recording information of the Mortgage;
- (c) The Assignments of the Mortgage;
- (d) Plaintiff is the current holder of the Mortgage;
- (e) The legal description of the Mortgaged Premises;
- (f) Defendant is the real owner and mortgagor;
- (g) Defendants' mailing address;
- (h) Defendants received notice of intention to foreclose;

Defendant has attempted to deny the total itemization, claiming:

The total amounts due are incorrect.

Defendant's Answer, however, fails to plead any specific facts to support these allegations. As a result, Defendant's Answer fails to plead with the requisite factual specificity required by Pa. R.C.P. Nos. 1019(a), (b), (f), (h); and 1029(a) and (b). Therefore, Defendant's

Answer fails specifically to raise a genuine issue as to any material fact which would preclude entry of summary judgment in Plaintiff's favor.

Additionally, Defendant only generally denies the allegation of default and demand proof of same. However, it is well settled that averments in a pleading to which a responsive pleading is required are admitted when not denied specifically or by necessary implication; a general denial shall have the effect of an admission. Pa. R.C.P. No. 1029(b).

Reliance on Pa. R.C.P. No. 1029(c) does not excuse a failure to admit or deny a factual allegation when it is clear that the pleader must know whether a particular allegation is true or false. Cercone v. Cercone, 254 Pa. Super. 381, 386 A.2d 1 (1978); Commonwealth by Preate v. Rainbow Associates, Inc., 138 Pa. Cmwlth. 56, 587 A.2d 357 (1991). Similarly, general denials or claims of insufficient knowledge and belief as to the truth of the mortgage debt due and owing are to be deemed admissions. As the court stated in New York Guardian Mortgage Corporation v. Dietzel, 362 Pa. Super. 426, 429, 524 A. 2d 951, 952 (1987)

Appellants, in their answer to appellee's complaint, admitted that they were behind in their mortgage payments. Likewise, appellants' general denial that they are 'without information sufficient to form a belief as to the truth of' appellee's averment as to the principal and interest due is to be considered an admission of those facts.

Id. at 429, 524 A. 2d 952. See also, Cercone v. Cercone, 254 Pa. Super. 381, 386 A.2d 1 (1978).

The Pennsylvania Superior Court "has held . . . that, in mortgage foreclosure actions, general denials by mortgagors that they are without information sufficient to form a belief as to the truth of averments as to principal and interest owing must be considered an admission of those facts." First Wisconsin Trust Co. v. Strausser, 439 Pa. Super. 192, 653 A.2d 688 (1995). See also, New York Guardian Mortgage Corp. v. Dietzel, 362 Pa. Super. 426, 524 A.2d 951, 952 (1987). Therefore, under Pa. R.C.P. No. 1029(b), Defendants' general denial and demand for

proof in response to Plaintiff's averment of default must be deemed a conclusive admission to that default.

C. Defendants' Failure To Respond To Admission Requests Has Resulted In Those Facts Being Conclusively admitted.

Moreover, on or about July 11, 2006, Plaintiff served Defendant with its First Set of Interrogatories and Request for Production of Documents, together with Plaintiff's Request for Admissions (hereinafter collectively referred to as "Plaintiff's Discovery"). The Interrogatories seek to elicit detailed factual reasons for any denials to the requested admissions, and the document requests required Defendant to produce copies of all documentation which would be supportive of such denials. Defendant failed to produce any document or file any response to Plaintiff's Discovery. Accordingly, Defendant has admitted all of Plaintiff's Request for Admissions.

The Commonwealth Court of Pennsylvania has held that when a party fails to answer a Request for Admissions within the thirty (30) day period allowed by Pa. R.C.P. No. 4014 (b), or does not timely move the court for an extension of time to respond, the matters set forth in the request are deemed conclusively admitted for purposes of a motion for summary judgment. Poli v. South Union Township Sewage Authority, 56 Pa. Commw. 62, 424 A. 2d 568 (1981). In this case, the Request for Admissions, properly served on Defendant Julia I. Smith, requested Defendant to admit the substantive facts constituting grounds for entry of an in rem judgment in mortgage foreclosure against Defendant. Defendant's failure to deny or object to said Request, coupled with Plaintiff's Affidavit attached to the Motion, demonstrates that Plaintiff has met its burden.

In support of its Motion for Summary Judgment, Plaintiff has provided the Affidavit of Jasmine Santiago, a Foreclosure Facilitator employed by Plaintiff. The Affidavit conclusively

establishes (i) that Defendant defaulted on their loan and (ii) the current amount due pursuant to the loan documentation.

The pleadings, exhibits thereto, Defendant's failure to file any document or response to Plaintiff's Discovery and Defendant's Admissions pursuant to Pa. R.C.P. No. 4014, together with Plaintiff's Affidavit of Amount Due and Loan History, clearly demonstrate that there is no genuine issue as to any material fact. Plaintiff therefore respectfully requests entry of summary judgment in its favor.

**II. PLAINTIFF IS ENTITLED TO ENTRY OF SUMMARY JUDGMENT IN ITS FAVOR AND AGAINST DEFENDANT AS A MATTER OF LAW.**

The uncontested facts in this case establish all of the elements in a cause of action for mortgage foreclosure. "Summary judgment is properly granted in mortgage foreclosure actions where the mortgagor admits that he is delinquent in mortgage payments." First Wisconsin Trust Co. v. Strausser, 439 Pa. Super. 192, 653 A.2d 688 (1995), (citing New York Guardian Mortgage Corp. v. Dietzel, 362 Pa. Super. 426, 574 A.2d 951 (1987)).

In contrast to Defendant's bare denials contained in her Answer, Plaintiff has established, through submission of the Loan Documents, Defendant's obligation to Plaintiff and the right of Plaintiff to recover the subject premises by foreclosure upon breach of that obligation. Thereafter, by virtue of Plaintiff's Affidavit of Amount Due and Loan History, Plaintiff has shown that Defendant has failed to make payment as required by the Loan Documents, as well as the total amount presently due from Defendant. Plaintiff therefore has met the burden of showing entitlement to summary judgment as a matter of law.

Plaintiff recognizes that, generally, affidavit testimony alone, even if uncontradicted, is generally insufficient to establish the absence of a genuine issue of material fact. See, Nanty-Glo v. American Surety Co., 309 Pa. 285, 163 A. 523 (1932). However, an exception exists where

the moving party supports its motion by using the admissions of the opposing party. Porterfield v. Trustees of Hospital of University of Pennsylvania, 441 Pa. Super. 529, 657 A.2d 1293 (1995); Sherman v. Franklin Regional Medical Center, 443 Pa. Super. 112, 660 A.2d 1370, 1372, alloc. denied, 543 Pa. 695, 670 A.2d 142 (1995). Another exception to the Nanty-Glo rule exists where there are no credibility issues to be decided. Resolution Trust Corp. v. Urban Redevelopment Authority of Pittsburgh, 563 Pa. 219, 638 A.2d 972, (1994).

In this case, Plaintiff is not relying solely upon its own affidavit testimony in support of its motion for summary judgment, but upon extrinsic evidence such as the Defendant's own admissions; additionally, the credibility of the Plaintiff's witness is not at issue since the witness is certifying business records of Plaintiff. As a result, the Nanty-Glo rule is inapplicable.

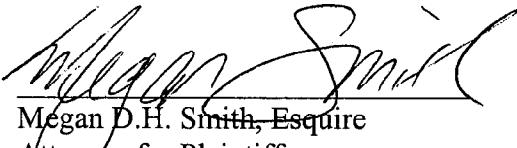
The pleadings, exhibits thereto, together with Plaintiff's Affidavit of Amount Due and Loan History, clearly demonstrate that there is no genuine issue as to any material fact. Therefore, Plaintiff is entitled to summary judgment as a matter of law.

## CONCLUSION

For the foregoing reasons, Plaintiff, REO Properties Corporation, respectfully requests that this Honorable Court grant its Motion for Summary Judgment and enter judgment of Mortgage Foreclosure in rem in its favor and against Defendant, Julia I. Smith, in the amount of \$47,541.41, authorizing sale of the mortgaged property, together with additional expenses and interest through the date of judgment and thereafter as provided by the Mortgage and applicable law, plus costs.

Respectfully submitted,  
SHAPIRO & KREISMAN, LLC

Dated: 8/31/06

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

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
Plaintiff,

v.

Julia I. Smith  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

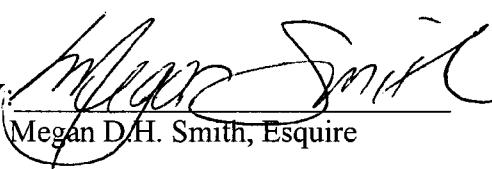
**CERTIFICATE OF SERVICE**

Megan D.H. Smith, Esquire, attorney for Plaintiff, hereby certifies that true and correct copies of the foregoing Motion for Summary Judgment, Memorandum of Law and Affidavit in Support of same, together with any other documentation specifically referenced in the transmittal letter, were sent by first class mail, postage pre-paid, on August 31, 2006 to the following party as listed below:

Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843

SHAPIRO & KREISMAN, LLC

BY:

  
Megan D.H. Smith, Esquire

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

REO Properties Corporation,  
Plaintiff

vs.

NO. 06-130-CD

JULIA I. SMITH,  
Defendant

ORDER

NOW, this 12<sup>th</sup> day of October, 2006, at the telephone request of the Defendant, it is the ORDER of this Court that the hearing on the Plaintiff's Motion for Summary Judgment be and is hereby **rescheduled from October 12, 2006, to October 26, 2006 at 2:30 p.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED  
OCT 25 2006  
DCT 13 2006  
ACC Atty Resent  
ICC Def.-  
1509 Lawrence Ave.  
Hyde, PA 16084-43  
William A. Shaw  
Prothonotary/Clerk of Courts

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

REO Properties Corporation,  
Plaintiff  
vs.  
JULIA I. SMITH,  
Defendant

\*  
\*  
\* No. 06-130-CD  
\*  
\*

ORDER

NOW, this 16<sup>th</sup> day of October, 2006, due to a conflict in the Court's  
schedule it is the ORDER of this Court that hearing on the Plaintiff's Motion for  
Summary Judgment be and is hereby **rescheduled from October 26, 2006 at**  
**2:30 p.m. to October 31, 2006 at 3:30 p.m.** in Courtroom No. 1 of the Clearfield  
County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED  
OCT 17 2006  
1CC  
Atty Rec'd  
1CC  
Def.  
William A. Shaw  
Prothonotary/Clerk of Courts 1509 Lawrence  
Ave.  
Hyde, PA 16843  
EKC

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

FILED

11:00 AM  
OCT 18 2006

William A. Shaw  
Prothonotary/Clerk of Courts

remailed to  
PO Box 160  
Hyde PA  
16843

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

REO Properties Corporation,  
Plaintiff

vs.

NO. 06-130-CD

JULIA I. SMITH,  
Defendant

O R D E R

NOW, this 12<sup>th</sup> day of October, 2006, at the telephone request of the Defendant, it is the ORDER of this Court that the hearing on the Plaintiff's Motion for Summary Judgment be and is hereby **rescheduled from October 12, 2006, to October 26, 2006 at 2:30 p.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

/s/ Fredric J. Ammerman

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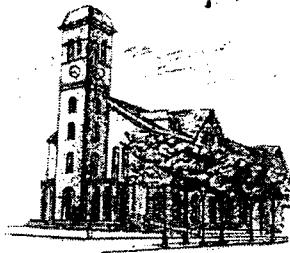
FREDRIC J. AMMERMAN  
President Judge

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

OCT 13 2006

Attest.

*William L. Ammerman*  
Prothonotary/  
Clerk of Courts



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

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

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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

Sincerely,

William A. Shaw  
Prothonotary

DATE: 10/13/00

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:



**— Urgent**

If there are any problems with this transmission, please call  
(219) 972-0708

**— Confidential**

New 10-30-06  
Date: Old- 10-12-06

Time: \_\_\_\_\_

To: Court of Common Pleas of Clearfield County

Fax No.: 814-765-7649

From: Julia Smith (Son Chester Smith)

Phone No.: 219- 588-2123

# of Pages (including this sheet): 2

Message:

~~Please~~ Need court date amended to  
11-15-06 or later as unable to have  
representation appear with me to attend  
to this matter. Please fax confirmation  
to: 219

JULIA L. SMITH  
1509 LAWRENCE AVENUE  
HYDE, PENNSYLVANIA 16843

OCTOBER 30, 2006

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

RE; CAUSE # 06-130-CD MORTGAGE FORCLOSURE NOTICE

TO CLERK OR COURT SECRETARY;  
ATTENTION: DORIS

THIS LETTER IS WRITTEN NOTIFICATION THAT I NEED THE COURT DATE OF OCTOBER 12,2006 CHANGED TO SOMETIME THE NOVERMER 15th OF 2006 OR LATER SO THAT MY SON(CHESTER SMITH) WHO RESIDES IN GARY, INDIANA CAN ATTEND THE HEARING IN MY BEHALF. THIS COUNT NOTICE WAS ONLY RECEIVED BY ME ON OCTOBER 10, 2006, THERE IS NO WAY THAT MY REPRESENTATIE CAN GET THERE UNTIL AFTER THE DATE ABOVE AS HE IS UNDER DOCTORS CARE AND CAN'T GET THERE. TO APPEAR IN MY BEHALF. THIS IS NECESSARY AS I AM AN ELDERLY PERSON WHO IS ON A LIMITED INCOME AND CANNOT OBTAIN AN ATTORNEY TO APPEAR IN MY BEHALF AND I AM UNABLE TO UNERSTAND WHAT IS GOING ON WITH THIS COURT ACTION. AS HAS BEEN STATED IN LETTERS TO THE PLAINTIFF'S ATTORNEY THERE ARE MANY ERRORS IN THE INFORMATION THAT THEY GAVE TO THE COURT. THE ERRORS HAVE YET TO BE CORRECTED. THEY JUST KEEP SENDING AFFIDAVITS AND MORE IDENTICAL AFFIDAVITS FOR ME TO FILL OUT.

THANK YOU FOR YOUR TIME.

PLEASE SEND THE NEW COURT DATE TO MY SON CHESTER SMITH.

CHESTER SMITH  
3404 WEST 40<sup>TH</sup> STREET  
GARY, INDIANA 46408

CC. ATTORNEY'S  
FILE

  
SINCERELY,

JULIA L. SMITH

CA  
SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
Plaintiff,

v.

Julia I. Smith  
Defendant.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

ORDER

AND NOW, this 31<sup>st</sup> day of October, 2006, upon consideration of the Motion of REO Properties Corporation for Summary Judgment (the "Motion") and the response, if any, of Defendant, Julia I. Smith, and for good cause shown, it is hereby

ORDERED and DECREED that the Motion is GRANTED; and it is

FURTHER ORDERED and DECREED that Judgment in Mortgage Foreclosure is hereby entered in favor of Plaintiff REO Properties Corporation, and against Defendant, Julia I. Smith, in the amount of \$47,541.41, and assessed as follows:

Principal of Mortgage Debt Due and Unpaid	\$37,433.17
Mortgage Interest at 11.75% per annum	
from March 5, 2004 to August 31, 2006	
(at \$12.21 per diem)	\$5,669.03
Late Charges	\$543.95
Escrow Deficit	\$798.60
Maintenance	\$21.00
Title Report Fee	\$320.00
Prior Servicer-Collection Costs	\$500.00
Property Inspection	\$10.50
BPO	\$625.00
Suspense Credit	\$(77.40)
Attorney's Fees and Costs	\$1,697.56
<b>TOTAL</b>	<b>\$47,541.41</b>

FILED

NOV 16 2006

014:00:14  
William A. Shaw  
Prothonotary/Clerk of Courts

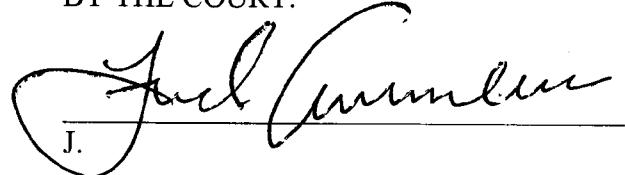
3 CENTS TO  
ATTY

FAX TO COPY 11-16-06

It is further ORDERED and DECREED that interest and additional expenses (including costs and reasonable attorneys' fees actually incurred) are to be added to this judgment, and such interest will be calculated at the loan rate of \$12.21 per diem for each day from August 31, 2006 through the date of judgment and thereafter together with expenses allowable in accordance with the terms of the Mortgage and loan documents, plus costs; and it is

FURTHER ORDERED and DECREED that Plaintiff may proceed to execute upon its judgment in mortgage foreclosure exercising all appropriate remedies without limitation, including listing the subject property for judicial sale.

BY THE COURT:



A handwritten signature in black ink, appearing to read "John C. Cummins", is written over a horizontal line. Below the signature, the initials "J.C." are handwritten.

\*\*\*\*\*  
\*\*\* FAX TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

JOB NO. 0242  
 DESTINATION ADDRESS 16102789980  
 PSWD/SUBADDRESS  
 DESTINATION ID  
 ST. TIME 11/16 16:51  
 USAGE T 01' 23  
 PGS. 3  
 RESULT OK

11/16/2006 04:51 FAX

7

001/001

GERALD M. SHAPIRO  
 Admitted to Bar of New Jersey only  
 DAVID B. KREISMAN  
 Admitted to Bar of New Jersey

## SHAPIRO &amp; KREISMAN, LLC

Attorneys at Law  
 3600 Horizon Drive  
 Suite 150  
 King of Prussia, Pennsylvania 19406  
 Tel: (610) 278-6300  
 Fax: (610) 278-9980

Kevin M. Kline  
 Daniel R. Kline  
 Megan D.J. O'Grady  
 Steve Dorn  
 Lauren R. Tabas  
 \* Also licensed in New Jersey  
 \* Also licensed in Michigan

*cc: William Shaw, Prothonotary*

TO: William Shaw, ProthonotaryFAX NUMBER: (814) 716-5-71659FROM: Lauren R. TabasDATE: 11/16/06RE: Julia Smith

LOAN NUMBER: \_\_\_\_\_

OUR FILE NUMBER: \_\_\_\_\_

NUMBER OF PAGES: 1

(including cover sheet)

 For your comment As we discussed Please call me upon receipt As you requested

3600 Horizon Drive  
Suite 150

King of Prussia, PA 19406  
Fax# (610) 278-9980

GERALD M. SHAPIRO  
Admitted to Florida & Florida only  
DAVID S. KREISMAN  
Admitted to Florida only

## SHAPIRO &amp; KREISMAN, LLC

Attorneys at Law  
3600 Horizon Drive

Suite 150

King of Prussia, Pennsylvania 19406  
Tel: (610) 278-6800  
Fax: (610) 278-9980

Kevin D'Amato+  
Danielle Boyle-Kreisman+  
Megan D.H. Smith+  
Kerry Zien  
Lauren R. Tabas+  
+ Also Licensed in New Jersey  
+ Also Licensed in Michigan

From: William Shaw, Prothonotary

To: FAX NUMBER: (814) 7165-71659

From: Lauren R. Tabas

Date: 11/16/06

RE: Julia Smith

LOAN NUMBER: \_\_\_\_\_

OUR FILE NUMBER: \_\_\_\_\_

NUMBER OF PAGES: 1 (including cover sheet)

For your comment

As we discussed

Please call me upon receipt

As you requested

3600 Horizon Drive

Suite 150

King of Prussia, PA 19406

Fax# (610) 278-9980

Thank you!

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
Plaintiff,

v.

Julia I. Smith  
Defendant.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

ORDER

AND NOW, this 31<sup>ST</sup> day of October, 2006, upon  
consideration of the Motion of REO Properties Corporation for Summary Judgment (the  
"Motion") and the response, if any, of Defendant, Julia I. Smith, and for good cause shown, it is  
hereby

ORDERED and DECREED that the Motion is GRANTED; and it is

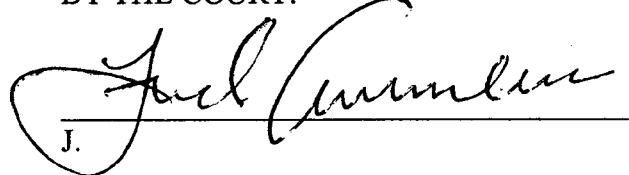
FURTHER ORDERED and DECREED that Judgment in Mortgage Foreclosure is hereby  
entered in favor of Plaintiff REO Properties Corporation, and against Defendant, Julia I. Smith,  
in the amount of \$47,541.41, and assessed as follows:

Principal of Mortgage Debt Due and Unpaid from March 5, 2004 to August 31, 2006 (at \$12.21 per diem)	\$37,433.17
Late Charges	\$5,669.03
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Prior Servicer-Collection Costs	\$320.00
Property Inspection	\$500.00
BPO	\$10.50
Suspense Credit	\$625.00
Attorney's Fees and Costs	\$(77.40)
<b>TOTAL</b>	<b>\$1,697.56</b>
Attest.	<i>William J. Brown</i> Prothonotary, Clerk of Courts

It is further ORDERED and DECREED that interest and additional expenses (including costs and reasonable attorneys' fees actually incurred) are to be added to this judgment, and such interest will be calculated at the loan rate of \$12.21 per diem for each day from August 31, 2006 through the date of judgment and thereafter together with expenses allowable in accordance with the terms of the Mortgage and loan documents, plus costs; and it is

FURTHER ORDERED and DECREED that Plaintiff may proceed to execute upon its judgment in mortgage foreclosure exercising all appropriate remedies without limitation, including listing the subject property for judicial sale.

BY THE COURT:



J. John C. Cummins

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 86727  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
PLAINTIFF

v.

Julia I. Smith  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

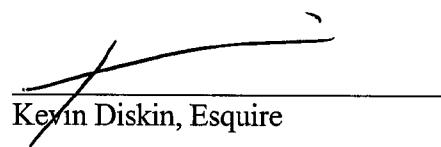
CERTIFICATE OF SERVICE

I, Kevin Diskin, Esquire, Counsel for Plaintiff, hereby certify that on  
11/22/06, a true and correct copy of the attached Motion for Summary  
Judgment Granted Order was served by mailed same by regular mail, postage prepaid, to:

Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843

SHAPIRO & KREISMAN, LLC

BY:

  
Kevin Diskin, Esquire

FILED  
mlb:os/bs NO  
NOV 27 2006 cc  
(JF)

William A. Shaw  
Prothonotary/Clerk of Courts

SHAPIRO & KREISMAN, LLC  
BY: MEGAN D.H. SMITH, ESQUIRE  
ATTORNEY I.D. NO: 84047  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
Plaintiff,

v.

Julia I. Smith  
Defendant.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

ORDER

AND NOW, this 31<sup>st</sup> day of October, 2006, upon  
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"Motion") and the response, if any, of Defendant, Julia I. Smith, and for good cause shown, it is  
hereby

ORDERED and DECREED that the Motion is GRANTED; and it is

FURTHER ORDERED and DECREED that Judgment in Mortgage Foreclosure is hereby  
entered in favor of Plaintiff REO Properties Corporation, and against Defendant, Julia I. Smith,  
in the amount of \$47,541.41, and assessed as follows:

Principal of Mortgage Debt Due and Unpaid	\$37,433.17
Mortgage Interest at 11.75% per annum from March 5, 2004 to August 31, 2006 (at \$12.21 per diem)	\$5,669.03
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BPO	\$625.00
Suspense Credit	\$(77.40)
Attorney's Fees and Costs	\$1,697.56
<b>TOTAL</b>	<b>\$47,541.41</b>

Attest.

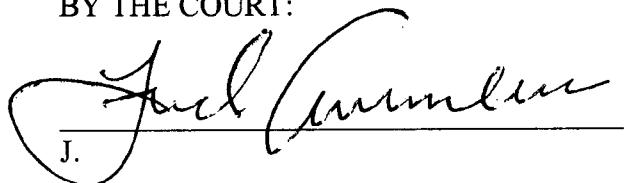
*William L. Brown*  
Prothonotary/  
Clerk of Courts

NOV 16 2006

It is further ORDERED and DECREED that interest and additional expenses (including costs and reasonable attorneys' fees actually incurred) are to be added to this judgment, and such interest will be calculated at the loan rate of \$12.21 per diem for each day from August 31, 2006 through the date of judgment and thereafter together with expenses allowable in accordance with the terms of the Mortgage and loan documents, plus costs; and it is

FURTHER ORDERED and DECREED that Plaintiff may proceed to execute upon its judgment in mortgage foreclosure exercising all appropriate remedies without limitation, including listing the subject property for judicial sale.

BY THE COURT:



J. Crammer

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
PLAINTIFF  
VS.  
Julia I. Smith  
DEFENDANT

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

06-130-CD

PRAECIPE FOR ENTRY OF JUDGMENT IN ACCORDANCE WITH COURT ORDER

TO: PROTHONOTARY

Kindly enter Judgment pursuant to the Order of Court dated October 31, 2006, in the above-captioned matter, granting Summary Judgment in favor of Plaintiff and against Defendant in the sum of \$47,541.41, plus interest at the rate of \$12.21 per diem from September 1, 2006, through October 31, 2006, the date of judgment, in the sum of \$744.81. A true and correct copy of said order is attached hereto, made a part hereof and marked Exhibit "A".

SHAPIRO & KREISMAN, LLC

BY:

Lauren R. Tabas, Esquire

FILED Atty pd. 20.00  
7/3/03 2006  
NOV 28 2006 Notice to Def.  
Statement to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts (6K)

SHAPIRO & KREISMAN, LLC  
 BY: MEGAN D.H. SMITH, ESQUIRE  
 ATTORNEY I.D. NO: 84047  
 3600 HORIZON DRIVE, SUITE 150  
 KING OF PRUSSIA, PA 19406  
 TELEPHONE: (610) 278-6800  
 S & K FILE NO. 05-23869

REO Properties Corporation  
 Plaintiff,

v.

Julia I. Smith  
 Defendant.

COURT OF COMMON PLEAS  
 CLEARFIELD COUNTY

NO: 06-130-CD

ORDER

AND NOW, this 31<sup>ST</sup> day of October, 2006, upon  
 consideration of the Motion of REO Properties Corporation for Summary Judgment (the  
 "Motion") and the response, if any, of Defendant, Julia I. Smith, and for good cause shown, it is  
 hereby

ORDERED and DECREED that the Motion is GRANTED; and it is

FURTHER ORDERED and DECREED that Judgment in Mortgage Foreclosure is hereby  
 entered in favor of Plaintiff REO Properties Corporation, and against Defendant, Julia I. Smith,  
 in the amount of \$47,541.41, and assessed as follows:

Principal of Mortgage Debt Due and Unpaid (as of August 31, 2006)	\$37,433.17
Interest (from August 31, 2006 to August 31, 2006 (at \$12.21 per diem))	\$5,669.03
Late Charges	\$543.95
Escrow Deficit	\$798.60
Maintenance	\$21.00
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Property Inspection	\$10.50
BPO	\$625.00
Suspense Credit	\$(77.40)
Attorney's Fees and Costs	\$1,697.56
<b>TOTAL</b>	<b>\$47,541.41</b>

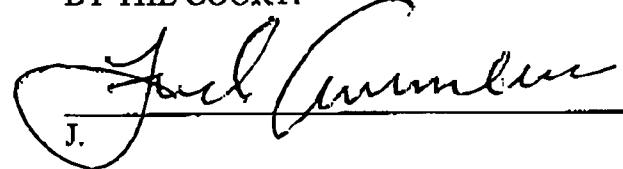
Attest, *William J. Brown*  
 Prothonotary/  
 Clerk of Courts

Exhibit "a"

It is further ORDERED and DECREED that interest and additional expenses (including costs and reasonable attorneys' fees actually incurred) are to be added to this judgment, and such interest will be calculated at the loan rate of \$12.21 per diem for each day from August 31, 2006 through the date of judgment and thereafter together with expenses allowable in accordance with the terms of the Mortgage and loan documents, plus costs; and it is

FURTHER ORDERED and DECREED that Plaintiff may proceed to execute upon its judgment in mortgage foreclosure exercising all appropriate remedies without limitation, including listing the subject property for judicial sale.

BY THE COURT:



J. Sander

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Reo Properties Corporation

Vs.

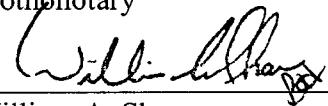
No. 2006-00130-CD

Julia I. Smith

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$47,541.41 on November 28, 2006.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

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

Reo Properties Corporation  
Plaintiff(s)

No.: 2006-00130-CD

Real Debt: \$47,541.41

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Julia I. Smith  
Defendant(s)

Entry: \$20.00

Instrument: Court Ordered Judgment

Date of Entry: November 28, 2006

Expires: November 28, 2011

Certified from the record this 28th day of November, 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

REO Properties Corporation  
Plaintiff

IN THE COURT OF COMMON PLEAS

vs.

OF

Julia I. Smith  
Defendant

CLEARFIELD COUNTY

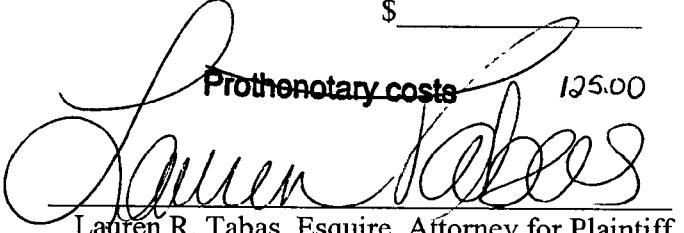
No. 06-130-CD

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due	\$47,541.41
Interest from September 1, 2006 to October 31, 2006	\$744.81
Interest from November 1, 2006 to	
(Costs to be added)	\$ _____

  
Prothonotary costs

125.00

Lauren R. Tabas, Esquire, Attorney for Plaintiff

FILED *Att'y pd 20.00*  
*mt 3.14/07* NOV 28 2006 1CC (6writs w/  
prop. descr. to Shiff  
William A. Shaw  
Prothonotary/Clerk of Courts

(6K)

No: 06-130-CD

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY

NOV 28 2006  
FILED  
Lauren R. Tabas, Esquire  
Plaintiff's Attorney

REO Properties Corporation, Plaintiff

VS

Julia I. Smith, Defendant  
1509 Lawrence Avenue  
Hyde, PA 16843

PRAECLPICE FOR WRIT OF  
EXECUTION  
{Mortgage Foreclosure}

Filed:

Lauren R. Tabas, Esquire  
Plaintiff's Attorney

SHAPIRO & KREISMAN, LLC  
BY: KEVIN DISKIN, ESQ.,  
JOSEPH REJENT, ESQ.,  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 86727, 59621 & 87137  
2520 RENAISSANCE BLVD., SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
PLAINTIFF

VS.

Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843  
DEFENDANT(S)  
STATE OF: Florida

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

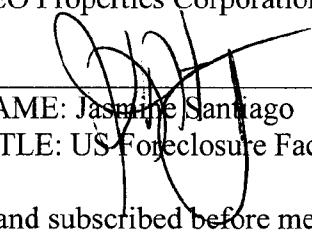
NO:

COUNTY OF: Orange

AFFIDAVIT OF NON-MILITARY SERVICE

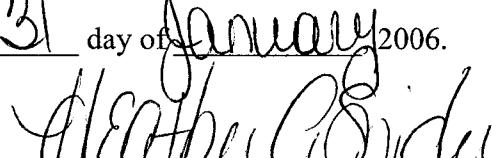
THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon investigations made and records maintained either as Plaintiff or servicing agent of the Plaintiff and that the above-captioned Defendants' 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.

REO Properties Corporation

By: 

NAME: Jasmine Santiago  
TITLE: US Foreclosure Facilitator

Sworn to and subscribed before me this 31 day of January, 2006.

  
Heather A. Snider  
Notary Public



Heather A. Snider  
My Commission DD229481  
Expires July 06, 2007

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
PLAINTIFF

vs.

Julia I. Smith  
DEFENDANT

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

**AFFIDAVIT PURSUANT TO RULE 3129.1**

REO Properties Corporation, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 1509 Lawrence Avenue, Hyde, PA 16843.

1. Name and address of Owner or Reputed Owner

Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843

2. Name and address of Defendant in the judgment:

Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843

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

REO Properties Corporation  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

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

REO Properties Corporation, Plaintiff  
1665 Palm Beach Lakes, Suite 105  
West Palm Beach, FL 33401

5. Name and address of every other person who has any record lien on the property:  
NONE
6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:  

Clearfield County Domestic Relations  
230 East Market Street  
Clearfield, PA 16830
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

TENANT OR OCCUPANT  
1509 Lawrence Avenue  
Hyde, PA 16843

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

SHAPIRO & KREISMAN, LLC  
BY:   
Lauren R. Tabas, Esquire

05-23869

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS



REO Properties Corporation  
PLAINTIFF

No: 06-130-CD

VS.

Julia I. Smith  
DEFENDANT(S)

WRIT OF EXECUTION:  
MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

1509 Lawrence Avenue, Hyde, PA 16843

See attached legal

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

Amount Due	\$47,541.41
------------	-------------

Interest from September 1, 2006 to October 31, 2006	\$744.81
--	----------

Interest from November 1, 2006 to	\$ _____
-----------------------------------	----------

Costs to be added	\$ _____
-------------------	----------

Seal of Court

PROTHONOTARY

125.00 Prothonotary costs

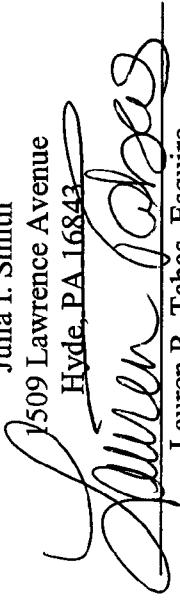
Date: 11/28/06

Deputy Prothonotary

No: 06-130-CD

REO Properties Corporation

vs.

Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16843  
  
Lauren R. Tabas, Esquire

**WRIT OF EXECUTION**

**(MORTGAGE FORECLOSURE)**

Lauren R. Tabas, Esquire, Attorney  
SHAPIRO & KREISMAN, LLC  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406

ALL those two certain lots or parcels of land situate at Hyde in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Lot No. 3 in Block 25 of the Steel and Iron Works Addition to Clearfield, fronting forty (40) feet on Lawrence Avenue and extending in depth one hundred and twenty (120) feet to an alley.

THE SECOND THEREOF: Adjoining the first mentioned lot bounded on the West by and alley, on the East by Lawrence Avenue on the South by Lot No. 3 (being parcel first herein described) and on the North by Lot No. 5 fronting forty (40) feet on Lawrence Avenue and extending back in depth one hundred twenty (120) feet to an alley and being known as Lot No. 4 in Block 25 in the Steel and Iron Works Addition to Clearfield.

BEING the same premises which Mary F. Mitchell, widow, by Deed dated November 28, 1969 and recorded in the Clearfield County Recorder of Deeds Office on November 28, 1969 in Deed Book 556, page 315, granted and conveyed unto Julia I. Smith.

SHAPIRO & KREISMAN, LLC  
BY: LAUREN R. TABAS, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 93337  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 05-23869

REO Properties Corporation  
PLAINTIFF

VS.

Julia I. Smith  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 06-130-CD

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

I, Denise Semetti, Legal Assistant for Shapiro & Kreisman, LLC, attorneys for the Plaintiff, REO Properties Corporation, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on December 8, 2006, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

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

Respectfully submitted,

SHAPIRO & KREISMAN, LLC

BY:

  
Denise Semetti  
Legal Assistant

05-23869

FILED NO  
M 1104380X  
JAN 29 2007 LM  


William A. Shaw  
Prothonotary/Clerk of Courts

## Name and Address of Sender

## Check type of mail or service:

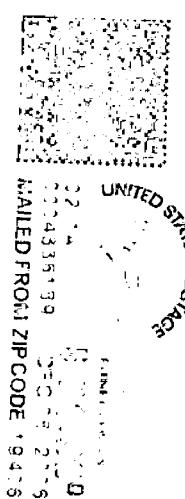
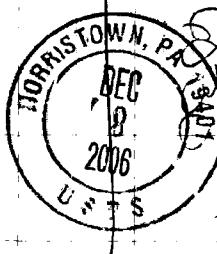
Certified Recorded Delivery (International)  
 COD Registered  
 Delivery Confirmation Return Receipt for Merchandise  
 Express Mail Signature Confirmation  
 Insured

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or to additional  
copies of this bill)

Due Date  
 Sender DC SC SH RD  
 if COD Fee Fee Fee Fee  
 Postmark and  
 Date of Receipt

1. **5-38869**  
 2. **TEMP INC 1000  
5001 Lawrence Ave NW  
16043**

3. **Stevensfield Quality Domestic  
Deliveries**  
 4. **231 East Market Street  
(Certified) 16011**  
 5.



6. **Y. W. M.**  
 7.  
 8.

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

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

**FILED**

**JAN 29 2007**

**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 non-negotiable 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.

No Action

7/11

VA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PES Properties Corp.  
(Plaintiff)

CIVIL ACTION

3600 HORIZON DR. SUITE 150  
(Street Address)

No.

06-130-C0

King of Prussia, PA 19406  
(City, State ZIP)

Type of Case: Foreclosure  
Type of Motion: Motion for Continuance

vs.

Julia I. Smith  
(Defendant)

Filed on Behalf of:

Julia I. Smith

(Plaintiff/Defendant)

1509 LAWRENCE AVE  
(Street Address)

Hyde, PA. 16843  
(City, State ZIP)

Chester L. Smith (oldest son)  
(Filed by)

3404 W 40 AVE  
(Address) Barry, IN 46408

219-887-2159 812-765-4926  
(Phone)

Chester L. Smith  
(Signature)

**FILED**  
02/07/01  
FEB 01 2001  
NO CC

RECEIVED  
William A. Shaw  
Prothonotary/Clerk of Courts

Request for continuance for

No. 06-730-CD, I ask on my Mother's behalf for time to get a lawyer to represent her in this matter. She is 76 yrs. old on Oxygen because of health. Younger son is ~~is~~ disabled, medically. She went before Judge Fredric J. Ammerman ~~at~~ Judge Ammerman told Plaintiff Lawyer Chris A Penty, to work it out. I have been in touch with REO Properties to work this out. Julia F Smith needs proper legal lawyer to reach final agreement

Thank You Sir

Chester L Smith

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20479  
NO: 06-130-CD

PLAINTIFF: REO PROPERTIES CORPORATION  
vs.  
DEFENDANT: JULIA I. SMITH

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 11/29/2006

LEVY TAKEN 11/30/2006 @ 1:41 PM

POSTED 11/30/2006 @ 1:41 PM

SALE HELD 02/02/2007

SOLD TO REO PROPERTIES CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/21/2007

DATE DEED FILED 02/21/2007

PROPERTY ADDRESS 1509 LAWRENCE AVENUE HYDE , PA 16843

**SERVICES**

12/01/2006 @ 2:59 PM SERVED JULIA I. SMITH

SERVED JULIA I. SMITH, DEFENDANT, AT HER RESIDENCE 1509 LAWRENCE AVENUE, HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JULIA I. SMITH

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

FILED  
01/25/07  
FEB 21 2007  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20479  
NO: 06-130-CD

PLAINTIFF: REO PROPERTIES CORPORATION

vs.

DEFENDANT: JULIA I. SMITH

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$196.36

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2007  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Chester A. Hawkins*  
By Cynthia Bitter-Dehner  
Chester A. Hawkins  
Sheriff

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

REO Properties Corporation  
PLAINTIFF

No: 06-130-CD

VS.

Julia I. Smith  
DEFENDANT(S)

WRIT OF EXECUTION:  
MORTGAGE FORECLOSURE

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

1509 Lawrence Avenue, Hyde, PA 16843  
See attached legal

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

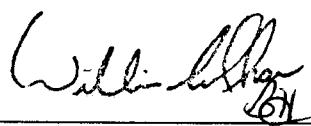
Amount Due	\$47,541.41
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Interest from September 1, 2006 to October 31, 2006	\$744.81
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Interest from November 1, 2006 to	\$ _____
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Costs to be added	\$ _____
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Seal of Court

  
PROTHONOTARY

125.00 Prothonotary costs

Date: 11/28/06

Deputy Prothonotary

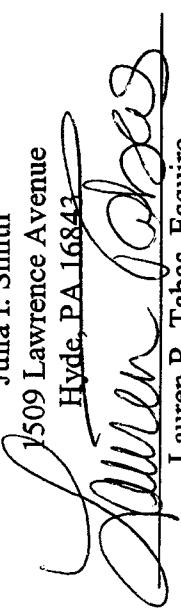
Received November 29, 2006 @ 8:45 a.m.

Chesler A. Hawkins  
By Cynthia Butler-Aughenbaugh

No: 06-130-CD

REO Properties Corporation

vs.

Julia I. Smith  
1509 Lawrence Avenue  
Hyde, PA 16842  
  
Lauren R. Tabas, Esquire

**WRIT OF EXECUTION**

**(MORTGAGE FORECLOSURE)**

Lauren R. Tabas, Esquire, Attorney  
SHAPIRO & KREISMAN, LLC  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406

ALL those two certain lots or parcels of land situate at Hyde in the Township of Lawrence, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Lot No. 3 in Block 25 of the Steel and Iron Works Addition to Clearfield, fronting forty (40) feet on Lawrence Avenue and extending in depth one hundred and twenty (120) feet to an alley.

THE SECOND THEREOF: Adjoining the first mentioned lot bounded on the West by and alley, on the East by Lawrence Avenue on the South by Lot No. 3 (being parcel first herein described) and on the North by Lot No. 5 fronting forty (40) feet on Lawrence Avenue and extending back in depth one hundred twenty (120) feet to an alley and being known as Lot No. 4 in Block 25 in the Steel and Iron Works Addition to Clearfield.

BEING the same premises which Mary F. Mitchell, widow, by Deed dated November 28, 1969 and recorded in the Clearfield County Recorder of Deeds Office on November 28, 1969 in Deed Book 556, page 315, granted and conveyed unto Julia I. Smith.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JULIA I. SMITH NO. 06-130-CD

NOW, February 21, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on February 02, 2007, I exposed the within described real estate of Julia L. Smith to public venue or outcry at which time and place I sold the same to REO PROPERTIES CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

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

RDR SERVICE	15.00	DEBT-AMOUNT DUE	47,541.41
MILEAGE	15.00	INTEREST @ %	0.00
LEVY	3.56	FROM TO 02/02/2007	
MILEAGE	3.56	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	0.00	FORECLOSURE FEES	
POSTAGE	4.68	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	20.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE		ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	744.81
ADD'L MILEAGE	3.56	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$48,306.22
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
	5.00	ADVERTISING	347.38
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	1,236.39
MISCELLANEOUS		DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$196.36</b>	LIEN SEARCH	100.00
<b>DEED COSTS:</b>		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	28.50
REGISTER & RECORDER	28.50	SHERIFF COSTS	196.36
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	180.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>	PROTHONOTARY	125.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		<b>TOTAL COSTS</b>	<b>\$2,258.63</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