

06-183-CD  
US Bank, NA vs Ronald Kizer et al

US Bank national vs Ronald Kizer et al  
2006-183-CD

THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
Barbara A. Fein / I.D. No. 53002  
Kristen D. Little / I.D. No. 79992  
Jacqueline F. McNally / I.D. No. 201332  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034  
(215) 653-7450  
Attorneys for Plaintiff

File No. 06-13400

U.S. BANK NATIONAL ASSOCIATION,  
as trustee, on behalf of the holders of the  
CSFB Home Equity Pass-Through  
Certificates, Series 2005-AGE1,  
Plaintiff,

v.

RONALD L. KIZER Sr. and  
ROSE M. KIZER,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 06-183-CD

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

**NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

**NOTICIA**

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE (20) DIAS DE PLAZO A 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 SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRA 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 O POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO, SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

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

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(800) 692-7375

**FILED** *Att'y pd. 85.00*  
*m/11:23 AM*  
**FEB 03 2006** *2 cc Shff*  
*(m)*  
William A. Shaw  
Prothonotary/Clerk of Courts

**NOTICE REQUIRED UNDER THE FAIR  
DEBT COLLECTION PRACTICES ACT,  
15 U.S.C. § 1601 (AS AMENDED) AND  
THE PENNSYLVANIA UNFAIR TRADE PRACTICES  
ACT AND CONSUMER PROTECTION LAW,  
73 PA. CON. STAT. ANN. § 201, *ET SEQ.* ("THE ACTS")**

To the extent the Acts may apply, please be advised of the following:

1. The amount of the original debt is stated in the Complaint attached hereto.
2. The Plaintiff who is named in the attached Complaint and/or its loan servicing agents are Creditors to whom the debt is owed.
3. The debt described in the Complaint attached hereto and evidenced by the copies of the mortgage and note will be assumed to be valid by the Creditor's law firm, unless the Debtors/Mortgagors, within thirty days after receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.
4. If the Debtors/Mortgagors notify the Creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor who is named as Plaintiff in the attached Complaint is not the original Creditor, and if the Debtor/Mortgagor makes written request to the Creditor's law firm within thirty days from the receipt of this notice, the name and address of the original Creditor will be mailed to the Debtor by the Creditor's law firm.
6. Written request should be addressed to:

THE LAW OFFICES OF BARBARA A. FEIN, P.C.  
Attention: Kristen D. Little, Esquire  
425 Commerce Drive, Suite 100  
Fort Washington, PA 19034

**\*THIS LETTER MAY BE CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT  
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. (a) The Plaintiff, U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Home Equity Pass-Through Certificates, Series 2005-AGE1, is the holder of a mortgage as below described.

(b) Select Portfolio Servicing Inc., is a corporation having been organized under the laws of the State of Utah and having its principal place of business at 3815 South West Temple, Salt Lake City, UT 84115.

(c) Select Portfolio Servicing Inc. is the loan servicing agent for Plaintiff, maintaining the business records for the Plaintiff/ Mortgagee in the ordinary course and scope of business.

2. (a) Defendant Ronald L. Kizer Sr. is an individual whose last known address is 3029 Six Mile Road, Philipsburg, PA 16866.

(b) Defendant Rose M. Kizer is an individual whose last known address is 3029 Six Mile Road, Philipsburg, PA 16866.

(c) Defendant Ronald L. Kizer Sr. holds an interest in the subject property as both a Real Owner and Mortgagor.

(d) Defendant Rose M. Kizer holds an interest in the subject property as both a Real Owner and Mortgagor.

(e) If either of the above named Defendants are deceased, this action shall proceed against the deceased Defendant's heirs, assigns, successors, administrators, personal representatives and/or executors through their estate whether the estate is probated.

3. (a) The residential mortgage being foreclosed upon is secured by property located at R3 Box 214, within the Township of Decatur, Clearfield County, Pennsylvania.

(b) All documents evidencing the residential mortgage have been recorded in the Recorder of Deeds' Office in Clearfield County, Pennsylvania.

(c) The Mortgage was executed on August 11, 2000 and was recorded on August 16, 2000 in Mortgage Book Instrument #200011893.

(d) The legal description for this parcel is attached and incorporated as Exhibit "A" (Mortgaged Premises).

(e) The herein named Plaintiff has standing to bring the instant action by virtue of Assignments of Mortgage, duly and publicly recorded as below:

Assignor: Home Equity Services Corporation  
Assignee: Key Bank, USA National Association  
Recording Date: August 16, 2000  
Instrument #: 20001894

Assignor: Key Bank, USA National Association  
Assignee: U.S. Bank National Association, as trustee  
Recording Date: As Recorded  
Instrument #: As Recorded

(f) By virtue of Pennsylvania Rules of Civil Procedure Rule 1147 (1) and 1019(g), and on the basis of environmental responsibility, Plaintiff is not obliged to append copies of the above mentioned publicly recorded documents to this mortgage foreclosure action. These documents are, however, appended hereto and incorporated herein by reference as Exhibit "B".

4. The mortgage is in default because the Defendants above named failed to timely tender the monthly payment of \$266.44 on May 16, 2005, and thereafter failed to make the monthly payments.

5. As authorized under the mortgage instrument, the loan obligation has been accelerated.

6. Plaintiff seeks entry of judgment *in rem* on the following sums:

- |     |  |             |
|-----|--|-------------|
| (a) | Principal balance of mortgage due and owing  | \$27,430.78 |
| (b) | Interest due and owing at the rate of 10.99%<br>calculated from the default date above stated<br>through February 15, 2006 | 2,502.35    |

Interest will continue to accrue at the per diem rate of \$8.22 through the date on which judgment *in rem* is entered in Plaintiff's favor.

- |     |  |          |
|-----|--|----------|
| (c) | Late Charges due and owing under the Note<br>in accordance with the Mortgage Instrument                    | 607.72   |
| (d) | Escrow Advances made by Plaintiff Mortgagee on<br>behalf of Defendant mortgage account                     | 627.00   |
| (e) | Other fees allowed under the loan documents  | 2,530.50 |
| (f) | Suspense Balance (Credit)  | <209.24> |
| (g) | Court Costs and fees as recoverable<br>under the mortgage terms, estimated                                 | 300.00   |
| (h) | Attorneys' fees<br>Calculated as 5% of the principal balance due,<br>in accordance with the mortgage terms | 1,371.53 |

<b>TOTAL <i>IN REM</i> JUDGMENT SOUGHT BY PLAINTIFF</b>	<b>\$35,160.64</b>
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7. (a) The attorneys' fees set forth as recoverable at Paragraph 6(h) are in conformity with Pennsylvania law and the terms of the mortgage, and will be collected in the event of a third-party purchaser at a Sheriff's Sale only.

(b) If the mortgage arrears are to be reinstated or paid-off prior to the Sheriff's Sale, Plaintiff's actual attorneys' fees (calculated at counsel's hourly rate) will be charged based upon work actually performed.

8. (a) The original principal balance of the Mortgage is less than Fifty Thousand (\$50,000.00) Dollars.

(b) Under ACT 6, 41 P.S. §101, *et seq.*, Plaintiff Mortgagee is obliged to serve Notice of its Intention to Accelerate the Mortgage by certified mailing prior to its instituting foreclosure proceedings.

(c) Appended hereto and incorporated herein by reference as Exhibit "C" are copies of the Notices required, having been sent on the date set forth on the Notice.

9. (a) The subject mortgage is governed by ACT 91 of 1983 35 P.S. § 1840.401C, *et seq.*.

(b) Under Pennsylvania's ACT 91, Plaintiff Mortgagee is obligated to serve the Defendants with notice of their rights under the "Homeowners Emergency Mortgage Assistance Program", by regular mailing, prior to initiating foreclosure proceedings.

(c) Appended hereto and incorporated herein by reference as Exhibit "C" are copies of the Notices required, having been sent on the date set forth on the Notice.

(d) The Defendants have failed to make a timely application for financial assistance with the Pennsylvania Housing Finance Agency.

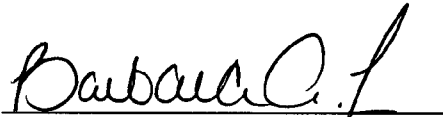
WHEREFORE, the Plaintiff, U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Home Equity Pass-Through Certificates, Series 2005-AGE1, demands:

- Entry of judgment *in rem* against the Defendants above named in the total amount of \$35,160.64 as stated Paragraph 6, plus all additional interest and late charges accruing through date of judgment entry; and
- Foreclosure and Sheriff's Sale of the subject mortgaged property.

Respectfully Submitted,

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY:

  
Barbara A. Fein, Esquire  
Attorney for Plaintiff  
Attorney I.D. No. 53002



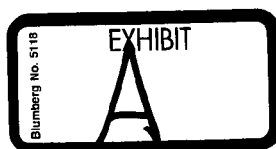
## DESCRIPTION

ALL THAT CERTAIN lot or parcel of land located and situate in the Township of Decatur, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stake on the North edge of Township Road leading to Osceola, said stake being in Southwest corner of tract of land sold to Jobe Knowles; thence parallel to and along the North side of Township Road South 66 degrees 40' West, a distance of 226 feet to a point; thence North 25 degrees 30' West, a distance of 289 feet to a point on the land line between the old Lloyd Estate and the Derby lands; thence North 55 degrees 40' East a distance of 226 feet along the land line to a stake at the corner of the land sold to be Jobe Knowles; thence along the West line of same South 25 degrees 30', a distance of 289 feet more or less to the place of beginning.

CONTAINING 1.5 acres, more or less.

TAX PARCEL #112-P11-39



WHEN RECORDED MAIL TO:

PENNWEST HOME EQUITY SERVICES  
CORPORATION  
141 CHURCH STREET  
HOOVERVILLE, PENNSYLVANIA 15936

105



I HEREBY CERTIFY THIS TO BE  
A TRUE COPY OF THE ORIGINAL

Loan No 00080005

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 11, 2000** The mortgagor is

**RONALD L. KIZER SR., ROSE M. KIZER, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to PENNWEST HOME EQUITY SERVICES CORPORATION, A PENNSYLVANIA CORPORATION which is organized and existing under the laws of PENNSYLVANIA, and whose address is 141 CHURCH STREET, HOOVERVILLE, PENNSYLVANIA 15936 ("Lender"). Borrower owes Lender the principal sum of **TWENTY EIGHT THOUSAND AND 00/100**

Dollars (U.S. \$28,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **AUGUST 16, 2015**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **CLEARFIELD** County Pennsylvania.

**ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF DECATUR, IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: BEING BOUNDED AND MORE FULLY DESCRIBED IN A DEED DATED 08/05/98 AND RECORDED 08/10/98, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1958 AND PAGE 152.**

**ADDRESS: RD#3 BOX 214, PHILIPSBURG, PA 16866 CLEARFIELD COUNTY**  
**TAX MAP OR PARCEL ID NO.: 112-0-P11-000-00039**

A.P.N. # 112-0-P11-000-00039

which has the address of **RD #3 BOX 214**

**PHILIPSBURG**

[Street]

[City]

Pennsylvania **16866**

[Zip Code]

("Property Address");

**THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH MAY REQUIRE A BALLOON PAYMENT AT MATURITY.**

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

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds to the escrow account, or verifying the Escrow



Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering

on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

*In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.*

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

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

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

☒ Other(s) [specify] Prepayment Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 5 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Ronald L. Kizer Sr. (Seal)  
RONALD L. KIZER SR. -Borrower

Rose M. Kizer (Seal)  
ROSE M. KIZER -Borrower

Amy M. Kilmer (Seal)  
Witness: Amy M. Kilmer

Amy M. Kilmer (Seal)  
Witness: Amy M. Kilmer

COMMONWEALTH OF PENNSYLVANIA, Blair

County ss:

On this, the 1<sup>th</sup> day of August, 2000, before me, Amy M. Kilmer  
the undersigned officer, personally appeared RONALD L. KIZER SR., ROSE M. KIZER

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

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

My Commission expires:

Notarial Seal  
Amy M. Kilmer, Notary Public  
Hollidaysburg Boro, Blair County  
My Commission Expires Mar. 8, 2004  
Member, Pennsylvania Association of Notaries

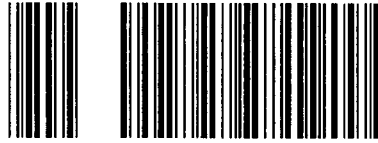
Amy M. Kilmer  
Title of Officer

**CERTIFICATE OF RESIDENCE**

I, Amy M. Kilmer, do hereby certify that the correct address of the within named Lender is  
141 CHURCH STREET, HOOVERSVILLE, PA 15936  
8-11-2000  
Date

Amy M. Kilmer  
Agent of Lender

**SPS** SELECT  
Portfolio  
SERVICING, inc.  
P.O. Box 551170  
Jacksonville, FL 32255-1170



7182 6389 3060 0705 8012

October 28, 2005

#BWNJXZF  
RONALD KIZER  
3029 SIX MILE ROAD  
PHILIPSBURG, PA 16866

513

# 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 (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 ADJUSTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROBRAMA 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: RONALD KIZER,  
Property Address: R 3 BOX 214  
PHILIPSBURG PA 16866  
Loan Acct No.: 0007079676  
Original Lender:  
Current Lender / Servicer: Select Portfolio Servicing, Inc.



**HOMEOWNER S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

**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:

R 3 BOX 214  
PHILIPSBURG PA 16866  
IS SERIOUSLY IN DEFAULT because:

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

Payment of \$266.44 per month due from 05/16/2005  
through 10/16/2005 payment (a total of 6 months):

(Mortgage payment includes Escrow Payment of \$0.00 per month):	\$	1,807.65
Accrued Late Charges	\$	607.72
Non-Sufficient Funds (NSF) / Return Check Fees	\$	0.00
Escrow Advances for Hazard Insurance, Real Estate Taxes and/or Municipal Liens:	\$	545.00
Other Advances (Property Preservation):	\$	0.00
Funds on Account: **	\$	209.24
<b>Total Amount Due:</b>	<b>\$</b>	<b>2,751.13</b>

*\*\* Funds on Account typically represent a partial payment of principal and interest received that cannot be applied to the loan.*

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

**HOW TO CURE THE DEFAULT** You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,751.13, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier s check, certified check or money order made payable and sent to:**

Select Portfolio Servicing, Inc.  
Remittance Processing  
P.O Box 9001710  
Louisville, KY 40290-1710

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

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

**IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the 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 attorneys fees actually incurred by the lender even if they exceed \$50.00. Any attorney s fees will be added to the amount you owe the lender,

which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

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

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

**HOW TO CONTACT THE LENDER:**

NAME OF LENDER: Select Portfolio Servicing, Inc.  
Address: P.O. Box 65250  
Salt Lake City, UT 84165-0250  
PHONE NUMBER: 1-800-635-9698  
FAX NUMBER: (801) 293-2600  
Contact Person: Becca Smith

**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** Under the terms of your mortgage and note, it may, or may not, be possible to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied. You may find out at any time if your loan is assumable by contacting your lender as provided herein.

**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.
- HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- 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.)
- ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

LR064

## **Homeowners' Emergency Assistance Program**

### **CENTRE COUNTY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CCCS of Northeastern PA  
202 W. Hamilton Avenue  
State College, PA 16801  
(814) 238-3668

\_\_\_\_\_  
CCCS of Northeastern PA  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
(570) 323-6627

CCCS of Western PA, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
1-888-511-2227

Lycom-Clntn Co Comm fo Comm Action  
2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
(570) 326-0587

SPS SELECT  
Portfolio  
SERVICING, inc.  
P.O. Box 551170  
Jacksonville, FL 32255-1170



7182 6389 3060 0705 9897

October 28, 2005

#BWNJXZF  
RONALD KIZER  
R 3 BOX 214  
PHILIPSBURG, PA 16866

721

# 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 (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 ADJUSTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROBRAMA 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: RONALD KIZER,  
Property Address: R 3 BOX 214  
PHILIPSBURG PA 16866  
Loan Acct No.: 0007079676  
Original Lender  
Current Lender / Servicer: Select Portfolio Servicing, Inc.

**HOMEOWNER S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

**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:

R 3 BOX 214  
PHILIPSBURG PA 16866  
IS SERIOUSLY IN DEFAULT because:

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

Payment of \$266.44 per month due from 05/16/2005  
through 10/16/2005 payment (a total of 6 months):

(Mortgage payment includes Escrow		
Payment of \$0.00 per month):	\$	1,807.65
Accrued Late Charges	\$	607.72
Non-Sufficient Funds (NSF) / Return Check Fees	\$	0.00
Escrow Advances for Hazard Insurance,		
Real Estate Taxes and/or Municipal Liens:	\$	545.00
Other Advances (Property Preservation):	\$	0.00
Funds on Account: **	\$	209.24
<b>Total Amount Due:</b>	<b>\$</b>	<b>2,751.13</b>

*\*\* Funds on Account typically represent a partial payment of principal and interest received that cannot be applied to the loan.*

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

**HOW TO CURE THE DEFAULT** You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,751.13, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier s check, certified check or money order made payable and sent to:**

Select Portfolio Servicing, Inc.  
Remittance Processing  
P.O Box 9001710  
Louisville, KY 40290-1710

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

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

**IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the 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 attorneys fees actually incurred by the lender even if they exceed \$50.00. Any attorney s fees will be added to the amount you owe the lender,

which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

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

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

**HOW TO CONTACT THE LENDER:**

NAME OF LENDER: Select Portfolio Servicing, Inc.  
Address: P.O. Box 65250  
Salt Lake City, UT 84165-0250  
PHONE NUMBER: 1-800-635-9698  
FAX NUMBER: (801) 293-2600  
Contact Person: Becca Smith

**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** Under the terms of your mortgage and note, it may, or may not, be possible to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied. You may find out at any time if your loan is assumable by contacting your lender as provided herein.

**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.
- HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- 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.)
- ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

## **Homeowners' Emergency Assistance Program**

### **CENTRE COUNTY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CCCS of Northeastern PA  
202 W. Hamilton Avenue  
State College, PA 16801  
(814) 238-3668

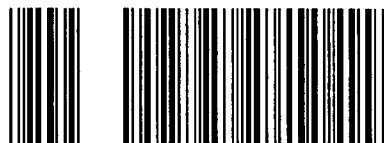
\_\_\_\_\_  
CCCS of Northeastern PA  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
(570) 323-6627

CCCS of Western PA, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
1-888-511-2227

Lycom-Clntn Co Comm fo Comm Action  
2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
(570) 326-0587



**SPS** SELECT  
Portfolio  
SERVICING, Inc.  
P.O. Box 551170  
Jacksonville, FL 32255-1170



7182 6389 3060 0706 1159

October 28, 2005

#BWNJXZF  
ROSE KIZER  
3029 SIX MILE ROAD  
PHILIPSBURG, PA 16866

947

# 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 (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 ADJUSTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROBRAMA 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: ROSE KIZER,  
Property Address: R 3 BOX 214  
PHILIPSBURG PA 16866  
Loan Acct No.: 0007079676  
Original Lender  
Current Lender / Servicer: Select Portfolio Servicing, Inc.

**HOMEOWNER S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

**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)

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<b>Total Amount Due:</b>	<b>\$</b>	<b>2,751.13</b>

**\*\* Funds on Account typically represent a partial payment of principal and interest received that cannot be applied to the loan.**

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Select Portfolio Servicing, Inc.  
Remittance Processing  
P.O Box 9001710  
Louisville, KY 40290-1710

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**HOW TO CONTACT THE LENDER:**

NAME OF LENDER: Select Portfolio Servicing, Inc.  
Address: P.O. Box 65250  
Salt Lake City, UT 84165-0250  
PHONE NUMBER: 1-800-635-9698  
FAX NUMBER: (801) 293-2600  
Contact Person: Becca Smith

**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.

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**YOU MAY ALSO HAVE THE RIGHT TO:**

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- ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

**Homeowners' Emergency Assistance Program**  
**CENTRE COUNTY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CCCS of Northeastern PA  
202 W. Hamilton Avenue  
State College, PA 16801  
(814) 238-3668

\_\_\_\_\_  
CCCS of Northeastern PA  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
(570) 323-6627

CCCS of Western PA, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
1-888-511-2227

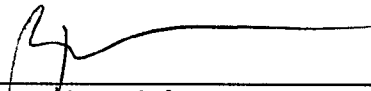
Lycom-Clntn Co Comm fo Comm Action  
2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
(570) 326-0587

### VERIFICATION

The undersigned, an officer of Fidelity National Foreclosure Duly authorized Officers on Behalf of Select Portfolio Servicing, Inc. the instant Plaintiff, or its servicing agent, being authorized to make this Verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are taken from the 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 18 P.A.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Dated: 1/24/06

  
\_\_\_\_\_  
Name: Jon Menz  
Title: Officer  
Company: Fidelity National Foreclosure Duly  
Authorized Officers on Behalf of  
Select Portfolio Servicing, Inc.

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

DOCKET # 101229  
NO: 06-183-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION  
vs.  
DEFENDANT: RONALD L. KIZER SR. AND ROSE M. KIZER

**SHERIFF RETURN**

NOW, February 10, 2006 AT 10:21 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RONALD L. KIZER SR. DEFENDANT AT 3029 SIX MILE ROAD, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROSE KIZER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

**FILED**  
019:09-101  
APR 10 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 101229  
NO: 06-183-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION  
vs.  
DEFENDANT: RONALD L. KIZER SR. AND ROSE M. KIZER

**SHERIFF RETURN**

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NOW, February 10, 2006 AT 10:21 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROSE M. KIZER DEFENDANT AT 3029 SIX MILE ROAD, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROSE M. KIZER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101229  
NO: 06-183-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION  
vs.  
DEFENDANT: RONALD L. KIZER SR. AND ROSE M. KIZER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FEIN	48610	20.00
SHERIFF HAWKINS	FEIN	48610	38.24

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,

  
Chester A. Hawkins  
Sheriff