

06-779-CD  
Washington Mutual vs J. Hendricks et al

2006-779-CD  
Washington Mutual vs James Hendricks et al

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

v.

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

ATTORNEY FOR PLAINTIFF

FILED *Atty pd*  
*MJ 10:45 3/15/06*  
*MAY 18 2006* *CC*  
*Shff*

William A. Shaw  
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

NO. 06-779-CD

COMPLAINT IN MORTGAGE FORECLOSURE

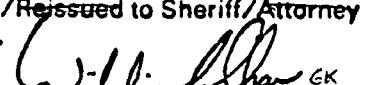
YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses 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.

LAWYERS REFERRAL SERVICE  
David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982

June 28, 2006 Document

Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentear una comparencia escrita o en persona o con un abogado y entregar a 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 dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, 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.**

**David S. Meholic  
Court Administrator  
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814-765-2641 x 5982**

## **NOTICE**

**The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.**

**If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.**

**This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**UDREN LAW OFFICES, P.C.  
/s/ Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, NJ 08003-3620  
(856) 669-5400**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Mortgage Electronic Registration Systems, Inc.

Assignments of Record to: Washington Mutual Bank, FA

Recording Date: LODGED FOR RECORDING

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 2160 Behringer Highway

MUNICIPALITY/TOWNSHIP/BOROUGH: Sandy Township

COUNTY: Clearfield

DATE EXECUTED: 7/24/01

DATE RECORDED: 7/26/01 INSTRUMENT #: 200111576

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 5/9/06:

Principal of debt due	\$111,507.11
Unpaid Interest at 8.375% from 4/1/05 to 5/9/06 (the per diem interest accruing on this debt is \$25.59 and that sum should be added each day after 5/9/06)	10,321.67
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$336.40 and that sum should be added on the first of each month after 5/9/06)	2,874.25
Late Charges (monthly late charge of \$43.78 should be added in accordance with the terms of the note each month after 5/9/06)	584.29
PMI	83.52
Suspense Balance	(71.62)
Recoverable Advance	1,225.00
Attorneys Fees (anticipated and actual to 5% of principal)	5,575.36
<b>TOTAL</b>	<b>\$132,704.58</b>

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983

and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$132,704.58 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
Attorney for Plaintiff  
Attorney I.D. No. 04302

ALL those two certain pieces or parcels of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, being more particularly bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at center of State Route No. 322, at the line of land now or formerly of Johnston;

Thence North along line of said Johnston lot 600 feet, more or less, to center of road formerly No. 322;

Thence easterly in center of said road, 300 feet, more or less, to a point;

Thence southerly and parallel to line of Johnston lot and 300 feet therefrom, 700 feet, more or less, to center of State Road No. 322;

Thence westerly in center of said road, 310 feet, more or less, to the place of beginning. Being part of the tract of land known as the Thousand Acre Tract in Sandy Township, Pennsylvania.

THE SECOND THEREOF:

BEGINNING at a cut in concrete center of old state road No. 322, the northeast corner of plot sold by Jack McCreight, et ux., to Ralph E. Smith, et ux.;

Thence by center of said road, northeastwardly 50 feet to a point;

Thence South and parallel to line of lot of said Ralph E. Smith, et ux., 300 feet to a post;

Thence West by other lands now or formerly of Jack McCreight, et ux., 50 feet, more or less, to said land of Ralph E. Smith, et ux.;

Thence North along said land now or formerly of Ralph E. Smith, et ux., 300 feet, more or less, to a cut in concrete, the place of beginning.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to James R. Hendricks by deed of Bonnie U. Dobmeier, formerly Bonnie U. Martino, and John L. Dobmeier, her husband, dated May 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199910202.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090

8442155753

April 6, 2006

#BWNCLNN#  
#0984429155975395#

000517 /PA

JAMES R HENDRICKS  
RR 1 BOX 270 RT 322  
DUBOIS PA 15801

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

**PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED**

### **NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 8442155753

## **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.

**EXHIBIT A**

HOMEOWNER'S NAME(S): **James R. Hendricks**  
PROPERTY ADDRESS: **Rr 1 Box 270 Rt 322  
DuBois PA 15801**  
LOAN ACCT. NUMBER: **8442155753**  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: **Washington Mutual Bank**

#### **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:

Rr 1 Box 270 Rt 322  
DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

Monthly Installments:	05/01/2005	\$1212.00
	06/01/2005	\$1212.00
	07/01/2005	\$1212.00
	08/01/2005	\$1212.00
	09/01/2005	\$1214.60
	10/01/2005	\$1214.60
	11/01/2005	\$1214.60
	12/01/2005	\$1214.60
	01/01/2006	\$1214.60
	02/01/2006	\$1214.60
	03/01/2006	\$1214.60
	04/01/2006	\$1214.60

Other charges (explain/itemize):

Uncollected Late Charges	\$540.51
Uncollected Fees:	\$8.90
Less Credits	\$71.62
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$15042.59</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (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 \$15042.59, 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:**

Washington Mutual Bank  
Cash Processing  
P.O. Box 3200  
Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (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 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 may 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 9 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:	Washington Mutual Bank
Address:	7255 Baymeadows Way
	Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	<a href="http://www.wamuhome.loans.com">www.wamuhome.loans.com</a>

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

**ASSUMPTION OF MORTGAGE** - You        may or  X  may not 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 THE 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 ARE ATTACHED**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090



8442155753

7100 4047 5100 2490 9595

April 6, 2006

000514 /PA

SANDRA, L. HENDRICKS  
RR 1 BOX 270 RT 322  
DUBOIS PA 15801

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ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

***PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED***

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HOMEOWNER'S NAME(S): Sandra L. Hendricks  
PROPERTY ADDRESS: Rr 1 Box 270 Rt 322  
DuBois PA 15801  
LOAN ACCT. NUMBER: 8442155753  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Bank

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

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**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.)

**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 may 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 9 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:	Washington Mutual Bank
Address:	7255 Baymeadows Way
	Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	<a href="http://www.wamuhome.loans.com">www.wamuhome.loans.com</a>

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

**ASSUMPTION OF MORTGAGE** - You        may or  X   may not 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 THE 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 ARE ATTACHED**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090

8442155753

April 6, 2006

#BWNCLNN#  
#0984429155975395#

000516 /PA

SANDRA L HENDRICKS  
2160 BEHRINGER HWY  
DU BOIS PA 15801

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

***PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED***

### **NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 8442155753

## **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): Sandra L. Hendricks  
PROPERTY ADDRESS: Rr 1 Box 270 Rt 322  
DuBois PA 15801  
LOAN ACCT. NUMBER: 8442155753  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Bank

### 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:

Rr 1 Box 270 Rt 322  
DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

Monthly Installments:	05/01/2005	\$1212.00
	06/01/2005	\$1212.00
	07/01/2005	\$1212.00
	08/01/2005	\$1212.00
	09/01/2005	\$1214.60
	10/01/2005	\$1214.60
	11/01/2005	\$1214.60
	12/01/2005	\$1214.60
	01/01/2006	\$1214.60
	02/01/2006	\$1214.60
	03/01/2006	\$1214.60
	04/01/2006	\$1214.60

Other charges (explain/itemize):

Uncollected Late Charges	\$540.51
Uncollected Fees:	\$8.90
Less Credits	\$71.62
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$15042.59</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (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 \$15042.59, 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:**

Washington Mutual Bank  
Cash Processing  
P.O. Box 3200  
Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (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 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 may 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 9 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.

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Name of Lender:	Washington Mutual Bank
Address:	7255 Baymeadows Way
	Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	<a href="http://www.wamuhome loans.com">www.wamuhome loans.com</a>

**EFFECTS 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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- 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.)
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- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090

8442155753

April 6, 2006

#BWNCLNN#  
#0984429155975395#

000515 /PA

JAMES R HENDRICKS  
2160 BEHRINGER HWY  
DU BOIS PA 15801

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

***PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED***

### **NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 8442155753

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

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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).

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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):

James R. Hendricks

PROPERTY ADDRESS:

Rr 1 Box 270 Rt 322  
DuBois PA 15801  
8442155753

LOAN ACCT. NUMBER:  
ORIGINAL LENDER:

CURRENT LENDER/SERVICER: Washington Mutual Bank

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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• 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

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

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).****NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

Rr 1 Box 270 Rt 322  
DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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	10/01/2005	\$1214.60
	11/01/2005	\$1214.60
	12/01/2005	\$1214.60
	01/01/2006	\$1214.60
	02/01/2006	\$1214.60
	03/01/2006	\$1214.60
	04/01/2006	\$1214.60

Other charges (explain/itemize):

Uncollected Late Charges	\$540.51
Uncollected Fees:	\$8.90
Less Credits	\$71.62
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$15042.59</b>

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**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 \$15042.59, 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:**

Washington Mutual Bank  
Cash Processing  
P.O. Box 3200  
Milwaukee, WI 53224

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

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**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 9 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:	Washington Mutual Bank
Address:	7255 Baymeadows Way
	Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	<a href="http://www.wamuhome.loans.com">www.wamuhome.loans.com</a>

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**YOU MAY ALSO HAVE THE RIGHT:**

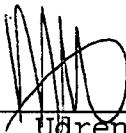
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- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
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We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



---

Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket # **101547**

WASHINGTON MUTUAL BANK, FA

Case # 06-779-CD

vs.

JAMES R. HENDRICKS and SANDRA L. HENDRICKS

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW June 05, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES R. HENDRICKS, DEFENDANT. 2160 BEHRINGER HWY., DUBOIS, PA. "EMPTY".

SERVED BY: /

*02:31 PM*  
**FILED**  
**JUN 05 2006**  
*CW*

William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

Sheriff Docket # **101547**

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SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101547  
NO: 06-779-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BANK, FA  
vs.  
DEFENDANT: JAMES R. HENDRICKS and SANDRA L. HENDRICKS

**SHERIFF RETURN**

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RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	60703	20.00
SHERIFF HAWKINS	UDREN	60703	35.91

Sworn to Before Me This

So Answers,

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

  
  
Chester A. Hawkins  
Sheriff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

v.

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

ATTORNEY FOR PLAINTIFF

WE HEREBY CERTIFY THE  
MATERIAL TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

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

COURT OF COMMON PLEAS  
CIVIL DIVISION

MAY 18 2006

Clearfield County Attest.

*Wm. J. ...*  
Prothonotary/  
Clerk of Courts

NO. 06-779-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE  
David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a 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 dafiene, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, 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.**

**David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982**

## NOTICE

**The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.**

**If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.**

**This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.**

UDREN LAW OFFICES, P.C.  
/s/ Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, NJ 08003-3620  
(856) 669-5400

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Mortgage Electronic Registration Systems, Inc.  
Assignments of Record to: Washington Mutual Bank, FA  
Recording Date: LODGED FOR RECORDING

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 2160 Behringer Highway  
MUNICIPALITY/TOWNSHIP/BOROUGH: Sandy Township  
COUNTY: Clearfield  
DATE EXECUTED: 7/24/01  
DATE RECORDED: 7/26/01 INSTRUMENT #: 200111576

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 5/9/06:

Principal of debt due	\$111,507.11
Unpaid Interest at 8.375% from 4/1/05 to 5/9/06 (the per diem interest accruing on this debt is \$25.59 and that sum should be added each day after 5/9/06)	10,321.67
Title Report	325.00
Court Costs. (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/ (Balance) (The monthly escrow on this account is \$336.40 and that sum should be added on the first of each month after 5/9/06)	2,874.25
Late Charges (monthly Late charge of \$43.78 should be added in accordance with the terms of the note each month after 5/9/06)	584.29
PMI	83.52
Suspense Balance	(71.62)
Recoverable Advance	1,225.00
Attorneys Fees (anticipated and actual to 5% of principal)	5,575.36
<b>TOTAL</b>	<b>\$132,704.58</b>

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983

and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$132,704.58 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
Attorney for Plaintiff  
Attorney I.D. No. 04302

ALL those two certain pieces or parcels of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, being more particularly bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at center of State Route No. 322, at the line of land now or formerly of Johnston;

Thence North along line of said Johnston lot 600 feet, more or less, to center of road formerly No. 322;

Thence easterly in center of said road, 300 feet, more or less, to a point;

Thence southerly and parallel to line of Johnston lot and 300 feet therefrom, 700 feet, more or less, to center of State Road No. 322;

Thence westerly in center of said road, 310 feet, more or less, to the place of beginning. Being part of the tract of land known as the Thousand Acre Tract in Sandy Township, Pennsylvania.

THE SECOND THEREOF:

BEGINNING at a cut in concrete center of old state road No. 322, the northeast corner of plot sold by Jack McCreight, et ux. to Ralph E. Smith, et ux.;

Thence by center of said road, northeastwardly 50 feet to a point;

Thence South and parallel to line of lot of said Ralph E. Smith, et ux., 300 feet to a post;

Thence West by other lands now or formerly of Jack McCreight, et ux., 50 feet, more or less, to said land of Ralph E. Smith, et ux.;

Thence North along said land now or formerly of Ralph E. Smith, et ux., 300 feet, more or less, to a cut in concrete, the place of beginning.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to James R. Hendricks by deed of Bonnie U. Dobmeier, formerly Bonnie U. Martino, and John L. Dobmeier, her husband, dated May 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199910202.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090

April 6, 2006

#BWNCLNN#  
#0984429155975395#

000517 /PA

JAMES R HENDRICKS  
RR 1 BOX 270 RT 322  
DUBOIS PA 15801

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

***PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED***

**NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 8442155753

**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.

EXHIBIT A

HOMEOWNER'S NAME(S): James R. Hendricks  
PROPERTY ADDRESS: Rr 1 Box 270 Rt 322  
DuBois PA 15801  
LOAN ACCT. NUMBER: 8442155753  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Bank

### 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:

Rr 1 Box 270 Rt 322  
DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

Monthly Installments:	05/01/2005	\$1212.00
	06/01/2005	\$1212.00
	07/01/2005	\$1212.00
	08/01/2005	\$1212.00
	09/01/2005	\$1214.60
	10/01/2005	\$1214.60
	11/01/2005	\$1214.60
	12/01/2005	\$1214.60
	01/01/2006	\$1214.60
	02/01/2006	\$1214.60
	03/01/2006	\$1214.60
	04/01/2006	\$1214.60

Other charges (explain/itemize):

Uncollected Late Charges	\$540.51
Uncollected Fees:	\$8.90
Less Credits	\$71.62
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$15042.59</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (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 \$15042.59, 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:**

Washington Mutual Bank  
Cash Processing  
P.O. Box 3200  
Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (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 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 may 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 9 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:	Washington Mutual Bank
Address:	7255 Baymeadows Way
	Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	<a href="http://www.wamuhome loans.com">www.wamuhome loans.com</a>

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

**ASSUMPTION OF MORTGAGE** - You        may or   X   may not 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 THE 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 ARE ATTACHED**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090



8442155753

7100 4047 5100 2490 9595

April 6, 2006

000514 /PA

SANDRA L HENDRICKS  
RR 1 BOX 270 RT 322  
DUBOIS PA 15801

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

***PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED***

### **NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 8442155753

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HOMEOWNER'S NAME(S): Sandra L. Hendricks  
PROPERTY ADDRESS: Rr 1 Box 270 Rt 322  
DuBois PA 15801  
LOAN ACCT. NUMBER: 8442155753  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Bank

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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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.)

**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 may 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 9 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:	Washington Mutual Bank
Address:	7255 Baymeadows Way
	Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	<a href="http://www.wamuhome loans.com">www.wamuhome loans.com</a>

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

**ASSUMPTION OF MORTGAGE** - You        may or   X   may not 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 THE 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 ARE ATTACHED**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090

April 6, 2006

#BWNCLNN#  
#0984429155975395#

000516 /PA

SANDRA L HENDRICKS  
2160 BEHRINGER HWY  
DU BOIS PA 15801

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

***PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED***

### **NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 8442155753

## **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): Sandra L. Hendricks  
PROPERTY ADDRESS: Rr 1 Box 270 Rt 322  
DuBois PA 15801  
LOAN ACCT. NUMBER: 8442155753  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Bank

### 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:

Rr 1 Box 270 Rt 322  
 DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

Monthly installments:	05/01/2005	\$1212.00
	06/01/2005	\$1212.00
	07/01/2005	\$1212.00
	08/01/2005	\$1212.00
	09/01/2005	\$1214.60
	10/01/2005	\$1214.60
	11/01/2005	\$1214.60
	12/01/2005	\$1214.60
	01/01/2006	\$1214.60
	02/01/2006	\$1214.60
	03/01/2006	\$1214.60
	04/01/2006	\$1214.60

Other charges (explain/itemize):

Uncollected Late Charges	\$540.51
Uncollected Fees:	\$8.90
Less Credits	\$71.62
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$15042.59</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (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 \$15042.59, 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:**

Washington Mutual Bank  
 Cash Processing  
 P.O. Box 3200  
 Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (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 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 may 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 9 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.

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Name of Lender:	Washington Mutual Bank
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Phone Number:	866-926-8937
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**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090

8442155753

April 6, 2006

#BWNCLNN#  
#0984429155975395#

000515 /PA

JAMES R HENDRICKS  
2160 BEHRINGER HWY  
DU BOIS PA 15801

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### **NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 8442155753

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HOMEOWNER'S NAME(S):

James R. Hendricks

PROPERTY ADDRESS:

Rr 1 Box 270 Rt 322  
DuBois PA 15801  
8442155753

LOAN ACCT. NUMBER:  
ORIGINAL LENDER:

CURRENT LENDER/SERVICER: Washington Mutual Bank

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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Rr 1 Box 270 Rt 322  
DuBois PA 15801

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Non-payment

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	10/01/2005	\$1214.60
	11/01/2005	\$1214.60
	12/01/2005	\$1214.60
	01/01/2006	\$1214.60
	02/01/2006	\$1214.60
	03/01/2006	\$1214.60
	04/01/2006	\$1214.60

Other charges (explain/itemize):

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Washington Mutual Bank  
Cash Processing  
P.O. Box 3200  
Milwaukee, WI 53224

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**HOW TO CONTACT THE LENDER:**

Name of Lender:	Washington Mutual Bank
Address:	7255 Baymeadows Way Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	<a href="http://www.wamuhome loans.com">www.wamuhome loans.com</a>

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

**ASSUMPTION OF MORTGAGE** - You        may or   X   may not 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:**

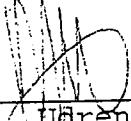
- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THE DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU 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 ARE ATTACHED**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

v.

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

ATTORNEY FOR PLAINTIFF

WE HEREBY CERTIFY THE  
VIA FAX TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

COURT OF COMMON PLEAS  
CIVIL DIVISION

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

MAY 18 2006

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

NO. 06-779-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE  
David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a 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 dafiene, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, 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.**

**David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982**

## NOTICE

**The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.**

**If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.**

**This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.**

**UDREN LAW OFFICES, P.C.**  
**/s/ Mark J. Udren, Esquire**  
**Woodcrest Corporate Center**  
**111 Woodcrest Road, Suite 200**  
**Cherry Hill, NJ 08003-3620**  
**(856) 669-5400**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Mortgage Electronic Registration Systems, Inc.  
Assignments of Record to: Washington Mutual Bank, FA  
Recording Date: LODGED FOR RECORDING

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 2160 Behringer Highway  
MUNICIPALITY/TOWNSHIP/BOROUGH: Sandy Township

COUNTY: Clearfield

DATE EXECUTED: 7/24/01

DATE RECORDED: 7/26/01 INSTRUMENT #: 200111576

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 5/9/06:

Principal of debt due	\$111,507.11
Unpaid Interest at 8.375% from 4/1/05 to 5/9/06 (the per diem interest accruing on this debt is \$25.59 and that sum should be added each day after 5/9/06)	10,321.67
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/ (Balance) (The monthly escrow on this account is \$336.40 and that sum should be added on the first of each month after 5/9/06)	2,874.25
Late Charges (monthly late charge of \$43.78 should be added in accordance with the terms of the note each month after 5/9/06)	584.29
PMI	83.52
Suspense Balance	(71.62)
Recoverable Advance	1,225.00
Attorneys Fees (anticipated and actual to 5% of principal)	5,575.36
<b>TOTAL</b>	<b>\$132,704.58</b>

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983

and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$132,704.58 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
Attorney for Plaintiff  
Attorney I.D. No. 04302

ALL those two certain pieces or parcels of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, being more particularly bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at center of State Route No. 322, at the line of land now or formerly of Johnston;

Thence North along line of said Johnston lot 600 feet, more or less, to center of road formerly No. 322;

Thence easterly in center of said road, 300 feet, more or less, to a point;

Thence southerly and parallel to line of Johnston lot and 300 feet therefrom, 700 feet, more or less, to center of State Road No. 322;

Thence westerly in center of said road, 310 feet, more or less, to the place of beginning. Being part of the tract of land known as the Thousand Acre Tract in Sandy Township, Pennsylvania.

THE SECOND THEREOF:

BEGINNING at a cut in concrete center of old state road No. 322, the northeast corner of plot sold by Jack McCreight, et ux. to Ralph E. Smith, et ux.;

Thence by center of said road, northeastwardly 50 feet to a point;

Thence South and parallel to line of lot of said Ralph E. Smith, et ux., 300 feet to a post;

Thence West by other lands now or formerly of Jack McCreight, et ux., 50 feet, more or less, to said land of Ralph E. Smith, et ux.;

Thence North along said land now or formerly of Ralph E. Smith, et ux., 300 feet, more or less, to a cut in concrete, the place of beginning.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to James R. Hendricks by deed of Bonnie U. Dobmeier, formerly Bonnie U. Martino, and John L. Dobmeier, her husband, dated May 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199910202.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090

April 6, 2006

#BWNCLNN#  
#0984429155975395#

000517 /PA

JAMES R HENDRICKS  
RR 1 BOX 270 RT 322  
DUBOIS PA 15801

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

**PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED**

**NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 8442155753

**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.

**EXHIBIT A**

HOMEOWNER'S NAME(S): James R. Hendricks  
PROPERTY ADDRESS: Rt 1 Box 270 Rt 322  
DuBois PA 15801  
LOAN ACCT. NUMBER: 8442155753  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Bank

### 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:

Rr 1 Box 270 Rt 322  
 DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

Monthly Installments:	05/01/2005	\$1212.00
	06/01/2005	\$1212.00
	07/01/2005	\$1212.00
	08/01/2005	\$1212.00
	09/01/2005	\$1214.60
	10/01/2005	\$1214.60
	11/01/2005	\$1214.60
	12/01/2005	\$1214.60
	01/01/2006	\$1214.60
	02/01/2006	\$1214.60
	03/01/2006	\$1214.60
	04/01/2006	\$1214.60

Other charges (explain/itemize):

Uncollected Late Charges	\$540.51
Uncollected Fees:	\$8.90
Less Credits	\$71.62
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$15042.59</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (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 \$15042.59, 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:**

Washington Mutual Bank  
 Cash Processing  
 P.O. Box 3200  
 Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (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 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 may 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 9 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:	Washington Mutual Bank
Address:	7255 Baymeadows Way
	Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	<a href="http://www.wamuhome loans.com">www.wamuhome loans.com</a>

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

**ASSUMPTION OF MORTGAGE** - You        may or   X   may not 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.

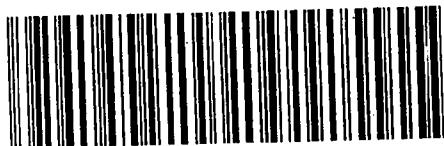
**YOU MAY ALSO HAVE THE RIGHT:**

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

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We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090



8442155753

7100 4047 5100 2490 9595

April 6, 2006

000514 /PA

SANDRA L HENDRICKS  
RR 1 BOX 270 RT 322  
DUBOIS PA 15801

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

***PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED***

### **NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 8442155753

## **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.

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HOMEOWNER'S NAME(S): Sandra L. Hendricks  
PROPERTY ADDRESS: Rr 1 Box 270 Rt 322  
DuBois PA 15801  
LOAN ACCT. NUMBER: 8442155753  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Bank

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME  
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- 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.)**

**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 may 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 9 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:	Washington Mutual Bank
Address:	7255 Baymeadows Way
	Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	<a href="http://www.wamuhome.loans.com">www.wamuhome.loans.com</a>

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

**ASSUMPTION OF MORTGAGE** - You        may or   X   may not 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 THE 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 ARE ATTACHED**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090

April 6, 2006

#BWNCLNN#  
#0984429155975395#

000516 /PA

SANDRA L HENDRICKS  
2160 BEHRINGER HWY  
DU BOIS PA 15801

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

***PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED***

### **NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 8442155753

## **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): Sandra L. Hendricks  
PROPERTY ADDRESS: Rr 1 Box 270 Rt 322  
DuBois PA 15801  
LOAN ACCT. NUMBER: 8442155753  
ORIGINAL LENDER:  
CURRENT LENDER/SERVICER: Washington Mutual Bank

### 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:

Rt 1 Box 270 Rt 322  
 DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

Monthly Installments:	05/01/2005	\$1212.00
	06/01/2005	\$1212.00
	07/01/2005	\$1212.00
	08/01/2005	\$1212.00
	09/01/2005	\$1214.60
	10/01/2005	\$1214.60
	11/01/2005	\$1214.60
	12/01/2005	\$1214.60
	01/01/2006	\$1214.60
	02/01/2006	\$1214.60
	03/01/2006	\$1214.60
	04/01/2006	\$1214.60

Other charges (explain/itemize):

Uncollected Late Charges	\$540.51
Uncollected Fees:	\$8.90
Less Credits	\$71.62
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$15042.59</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (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 \$15042.59, 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:

Washington Mutual Bank  
 Cash Processing  
 P.O. Box 3200  
 Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (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 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 may 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 9 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:	Washington Mutual Bank
Address:	7255 Baymeadows Way Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	<a href="http://www.wamuhomeloans.com">www.wamuhomeloans.com</a>

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

**ASSUMPTION OF MORTGAGE** - You        may or   X   may not 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 THE 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 ARE ATTACHED**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Washington Mutual  
Mailstop JAXB2004  
P.O. Box 44090  
Jacksonville, FL 32231-4090

8442155753

April 6, 2006

#BWNCLNN#  
#0984429155975395#

000515 /PA

JAMES R HENDRICKS  
2160 BEHRINGER HWY  
DU BOIS PA 15801

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

***PLEASE REVIEW THE DEBT VALIDATION NOTICE ENCLOSED***

### **NOTICE OF COLLECTION ACTIVITY**

RE: ACCOUNT # 8442155753

## **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):

James R. Hendricks

PROPERTY ADDRESS:

Rr 1 Box 270 Rt 322  
DuBois PA 15801  
8442155753

LOAN ACCT. NUMBER:  
ORIGINAL LENDER:

CURRENT LENDER/SERVICER: Washington Mutual Bank

### 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.

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

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

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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.

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

Rr 1 Box 270 Rt 322  
 DuBois PA 15801

IS SERIOUSLY IN DEFAULT BECAUSE:

Non-payment

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

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	08/01/2005	\$1212.00
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	10/01/2005	\$1214.60
	11/01/2005	\$1214.60
	12/01/2005	\$1214.60
	01/01/2006	\$1214.60
	02/01/2006	\$1214.60
	03/01/2006	\$1214.60
	04/01/2006	\$1214.60

Other charges (explain/itemize):

Uncollected Late Charges	\$540.51
Uncollected Fees:	\$8.90
Less Credits	\$71.62
<b>TOTAL AMOUNT PAST DUE:</b>	<b>\$15042.59</b>

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Washington Mutual Bank  
 Cash Processing  
 P.O. Box 3200  
 Milwaukee, WI 53224

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (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 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 may 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 9 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:	Washington Mutual Bank
Address:	7255 Baymeadows Way Jacksonville, FL 32256
Phone Number:	866-926-8937
Fax Number:	904-281-3914
Contact Person:	Collection Department
Email Address:	<a href="http://www.wamuhome loans.com">www.wamuhome loans.com</a>

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

**ASSUMPTION OF MORTGAGE** - You        may or   X   may not 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 THE 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 ARE ATTACHED**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.  
James R. Hendricks  
Sandra L. Hendricks

NO. 06-779-CD

Defendant(s)

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: June 27, 2006

UDREN LAW OFFICES, P.C.  
  
\_\_\_\_\_  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED Atty pd. 7.00  
M10:17 AM JUN 28 2006 2 Compl. Reinstated  
to Shiff  
William A. Shaw  
Prothonotary/Clerk of Courts 60

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

FILED  
10:45  
MAY 18 2006

✓ William A. Shaw  
Prothonotary/Clerk of Courts

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

NO. 06-779-CD

v.  
James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

COMPLAINT IN MORTGAGE FORECLOSURE

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.

LAWYERS REFERRAL SERVICE  
David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982

CC-1  
0050193 PG

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101673  
NO: 06-779-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BAN, FA  
vs.  
DEFENDANT: JAMES R. HENDRICKS and SANDRA L. HENDRICKS

**SHERIFF RETURN**

---

NOW, July 17, 2006 AT 10:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES R. HENDRICKS DEFENDANT AT 206 WILSON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA HENDRICKS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED  
9:30 AM  
JUL 21 2006  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101673  
NO: 06-779-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BAN, FA

vs.

DEFENDANT: JAMES R. HENDRICKS and SANDRA L. HENDRICKS

**SHERIFF RETURN**

---

NOW, July 17, 2006 AT 10:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA L. HENDRICKS DEFENDANT AT 206 WILSON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA L. HENDRICKS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101673  
NO: 06-779-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BAN, FA

vs.

DEFENDANT: JAMES R. HENDRICKS and SANDRA L. HENDRICKS

**SHERIFF RETURN**

---

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	64081	20.00
SHERIFF HAWKINS	UDREN	64081	40.91

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

James R. Hendricks  
Sandra L. Hendricks  
Defendant(s)

NO. 06-779-CD

**PRAECIPE TO SUBSTITUTE VERIFICATION**

TO THE PROTHONOTARY:

Kindly substitute the attached Verification for the Verification attached to the Complaint in Mortgage Foreclosure with regard to the captioned matter.

DATED: August 22, 2006

UDREN LAW OFFICES, P.C.

BY:

Mark J. Udren, Esquire  
Attorney for Plaintiff

FILED NO cc  
M1:2961  
AUG 22 2006  
S

William A. Shaw  
Prothonotary/Clerk of Courts

V E R I F I C A T I O N

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 the 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.

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

Date: May 31, 2006

  
Name: Amy Weis  
Title: AVP  
Company: CACI

James R. Hendricks  
Sandra L. Hendricks  
Loan #8442155753  
MJU #06050193

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

v.

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-779-CD

FILED *Atty pd. 20.00*  
*m/3/17, 2006* Notice to  
AUG 22 2006 Defs.

Statement  
William A. Shaw  
Prothonotary/Clerk of Courts to Atty  
GR

PRAECIPE FOR JUDGMENT FOR FAILURE TO  
ANSWER AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) **James R. Hendricks and Sandra L. Hendricks** for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$132,704.58
Interest Per Complaint	2,686.95
From 5/10/06 to 8/22/06	
Late charges per Complaint	175.12
From 5/10/06 to 8/22/06	
Escrow payment per Complaint	<u>1,009.20</u>
From 5/10/06 to 8/22/06	
 TOTAL	 <u>\$136,575.85</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: 8/22/2006

*Will A. Shaw*  
PRO PROTHY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101673  
NO: 06-779-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BAN, FA  
vs.  
DEFENDANT: JAMES R. HENDRICKS and SANDRA L. HENDRICKS

COPY

SHERIFF RETURN

---

NOW, July 17, 2006 AT 10:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES R. HENDRICKS DEFENDANT AT 206 WILSON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA HENDRICKS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

00050103

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101673  
NO. 06-779-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WASHINGTON MUTUAL BAN, FA

vs.

DEFENDANT: JAMES R. HENDRICKS and SANDRA L. HENDRICKS

**SHERIFF RETURN**

---

NOW, July 17, 2006 AT 10:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SANDRA L. HENDRICKS DEFENDANT AT 206 WILSON AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SANDRA L. HENDRICKS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003  
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

James R. Hendricks  
Sandra L. Hendricks  
Defendant(s)

NO. 06-779-CD

TO: James R. Hendricks  
206 Wilson Avenue  
Dubois, PA 15801

DATE of Notice: August 9, 2006

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

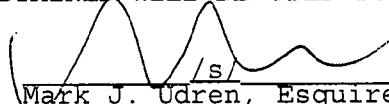
LAWYER REFERRAL SERVICE  
David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA. USTED PUEDE PERDER BIENES Y OTROS DERECHOS, IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO IMMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE  
David S. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

  
Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003  
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
Plaintiff

v.

James R. Hendricks  
Sandra L. Hendricks  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-779-CD

TO: Sandra L. Hendricks  
206 Wilson Avenue  
Dubois, PA 15801

DATE of Notice: August 9, 2006

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982

NOTIFICACION IMPORTANTE

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SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Mark J. Udren, Esquire  
Woodcrest Corporate Center  
111 Woodcrest Road, Suite 200  
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-482-6900

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

v.  
James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

NO. 06-779-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF MN :  
COUNTY OF Dakota :

THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) 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, and that the age and last known residence and employment of each Defendant are as follows:

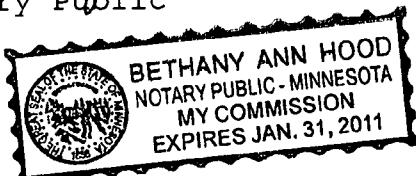
Defendant: James R. Hendricks  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Defendant: Sandra L. Hendricks  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Name: Amy Weis  
Title: AVP  
Company: AVP

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

Bethany Ann Hood  
Notary Public



UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

 COPY

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

NO. 06-779-CD

TO: James R. Hendricks  
206 Wilson Avenue  
Dubois, PA 15801

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

*John J. Udren* 8/22/06  
Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400.

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

CC. *WJ*

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

v.

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-779-CD

TO: Sandra L. Hendricks  
206 Wilson Avenue  
Dubois, PA 15801

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

*W. J. Udren* 8/22/06  
Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Verdict
- Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400.

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

copy

Washington Mutual Bank, FA  
Plaintiff(s)

No.: 2006-00779-CD

Real Debt: \$136,575.85

Atty's Comm: \$

Vs.

Costs: \$

James R. Hendricks  
Sandra L. Hendricks  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 22, 2006

Expires: August 22, 2011

Certified from the record this 22nd day of August, 2006.



\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

v.

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-779-CD

**FILED**

NOV 06 2006  
W/11:40 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
No Court

**FILE**

NOV. 06 2006

William A. Shaw  
Prothonotary

**AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P.RULE 3129.1**

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praeclipe for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.
2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".
3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".
4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

This Affidavit is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: October 31, 2006

UDREN LAW OFFICES, P.C.

BY:

Mark J. Udren, Esquire  
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
NO. 06-779-CD

v.  
James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

OWNER(S): JAMES R. HENDRICKS & SANDRA L. HENDRICKS

PROPERTY: RR1 Box 270 Route 322 n/k/a 2160 Behringer Highway  
(Sandy Township) Dubois, PA 15801

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the Clearfield County Sheriff's Sale on November 3, 2006, at 10:00 A.M., at the CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

EXHIBIT A

Name and  
Address  
Of Sender

UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NEW JERSEY 08003

Registered  
 Insured  
 COD  
 Certified

Return Receipt for  
Merchandise  
 Int'l Recorded Del.  
 Express Mail

Check appropriate block for  
Registered Mail:  
 With Postal Insurance  
 Without postal Insurance

Postmark and Date of Receipt

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COP	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1	Hendricks	CLEARFIELD COUNTY REAL ESTATE TAX DEPT. 1 N. 2 <sup>nd</sup> ST., STE 116, CLEARFIELD, PA 16830											
2		DOMESTIC RELATIONS SECTION 1 N. 2ND ST., STE. 116, CLEARFIELD, PA 16830											
3	06050163	PA DEPT OF REV, BUREAU OF COMPLIANCE, P.O. BOX 281230, HARRISBURG, PA 17128-1230											
4		TENANTS OCCUPANTS RR1 BOX 270 RT 322 nka 2160 BEHRINGER HWY (SANDY TWP) DUBOIS, PA 15801											
5	06-779-CD												
6													
7	CLEAR FIELD												
8													
9	HENNI												
10													
11													
12													
13													
14													
15													

Total number of Pieces  
Listed by Sender

Total Number of Pieces  
Received at Post Office

Postmaster, Per (Name of Re  
C. H.

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 \$50,000 per line subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional post office insurance. See Domestic Mail Manual R500, S813, and S821 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 third and forth class parcels.

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

NO. 06-779-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue Writ of Execution in the above matter:

Amount due \$136,575.85

Interest From 8/23/06 \_\_\_\_\_  
to Date of Sale \_\_\_\_\_  
Ongoing Per Diem of \$25.59  
to actual date of sale including if sale is  
held at a later date

(Costs to be added) \$ 132.00 Prothonotary costs

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED Atty pd.20.00  
m/3/17/07  
AUG 22 2006 ICC & Lowrits  
w/prop. descr.  
William A. Shaw  
Prothonotary/Clerk of Courts  
to Shff  
GR

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120

Plaintiff

v.

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-779-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Washington Mutual Bank, FA, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: RR1 Box 270 Route 322 n/k/a 2160 Behringer Highway (Sandy Township), Dubois, PA 15801

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

Name Address

James R. Hendricks 206 Wilson Avenue  
Dubois, PA 15801

Sandra L. Hendricks 206 Wilson Avenue  
Dubois, PA 15801

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

Name Address

SAME AS #1 ABOVE

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

Name Address

None

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

Name \_\_\_\_\_ Address \_\_\_\_\_

Plaintiff herein. See Caption above.

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

Name \_\_\_\_\_ Address \_\_\_\_\_

None

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

Name \_\_\_\_\_ Address \_\_\_\_\_

Real Estate Tax Dept.

1 North Second Street, Suite 116  
Clearfield, PA 16830

## Domestic Relations Section

1 North Second Street, Suite 116  
Clearfield, PA 16830

Commonwealth of PA,  
Department of Revenue

Bureau of Compliance, PO Box 281230  
Harrisburg, PA 17128-1230

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name \_\_\_\_\_ Address \_\_\_\_\_

### Tenants/Occupants

RR1 Box 270 Route 322  
n/k/a 2160 Behringer Highway  
(Sandy Township)  
Dubois, PA 15801

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. sec. 4904 relating to unsworn falsification to authorities.

DATED: August 22, 2006

UDREN LAW OFFICES, P.C.  
Mark J. Udren, ESQ.  
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120

Plaintiff

v.

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-779-CD

C E R T I F I C A T E

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- An FHA insured mortgage
- Non-owner occupied
- Vacant
- Act 91 procedures have been fulfilled.
- Over 24 months delinquent.

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

UDREN LAW OFFICES, P.C.  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400

ATTORNEY FOR PLAINTIFF

Washington Mutual Bank, FA  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

v.

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

NO. 06-779-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

property: RR1 Box 270 Route 322  
n/k/a 2160 Behringer Highway  
(Sandy Township)  
Dubois, PA 15801  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$136,575.85

Interest From 8/23/06 \_\_\_\_\_  
to Date of Sale \_\_\_\_\_  
Ongoing Per Diem of \$25.59  
to actual date of sale including if sale is  
held at a later date 132.00

Prothonotary costs

(Costs to be added) \$ \_\_\_\_\_

By Willie L. Udren Prothonotary  
Clerk  
Date 8/22/06

COURT OF COMMON PLEAS  
NO. 06-779-CD

Washington Mutual Bank, FA  
vs.

James R. Hendricks  
Sandra L. Hendricks

=====  
WRIT OF EXECUTION  
=====

REAL DEBT        \$ 136,575.85

INTEREST        \$ \_\_\_\_\_

from 8/23/06

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$25.59

to actual date of sale including if sale is  
held at a later date

COSTS PAID:

PROTHY        \$ 132.00

SHERIFF        \$ \_\_\_\_\_

STATUTORY        \$ \_\_\_\_\_

COSTS DUE PROTHY.        \$ \_\_\_\_\_

PREMISES TO BE SOLD:

RR1 Box 270 Route 322  
n/k/a 2160 Behringer Highway  
(Sandy Township)  
Dubois, PA 15801

Mark J. Udren, ESQUIRE  
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
(856) 669-5400

ALL those two certain pieces or parcels of land situate, lying and being in the Township of Sandy, Clearfield County, Pennsylvania, being more particularly bounded and described as follows:

THE FIRST THEREOF:

BEGINNING at center of State Route No. 322, at the line of land now or formerly of Johnston;

Thence North along line of said Johnston lot 600 feet, more or less, to center of road formerly No. 322;

Thence easterly in center of said road, 300 feet, more or less, to a point;

Thence southerly and parallel to line of Johnston lot and 300 feet therefrom, 700 feet, more or less, to center of State Road No. 322;

Thence westerly in center of said road, 310 feet, more or less, to the place of beginning. Being part of the tract of land known as the Thousand Acre Tract in Sandy Township, Pennsylvania.

THE SECOND THEREOF:

BEGINNING at a cut in concrete center of old state road No. 322, the northeast corner of plot sold by Jack McCraight, et ux. to Ralph E. Smith, et ux.;

Thence by center of said road, northeastwardly 50 feet to a point;

Thence South and parallel to line of lot of said Ralph E. Smith, et ux., 300 feet to a post;

Thence West by other lands now or formerly of Jack McCraight, et ux., 50 feet, more or less, to said land of Ralph E. Smith, et ux.:

Thence North along said land now or formerly of Ralph E. Smith, et ux., 300 feet, more or less, to a cut in concrete, the place of beginning.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

BEING the same premises conveyed to James R. Hendricks by deed of Bonnie U. Dobmeier, formerly Bonnie U. Martino, and John L. Dobmeier, her husband, dated May 26, 1999 and recorded in the office of the Recorder of Deeds of Clearfield County as Instrument #199910202.

BEING KNOWN AS:

RR1 BOX 270 ROUTE 322  
N/K/A 2160 BEHRINGER HIGHWAY  
(SANDY TOWNSHIP)  
DUBOIS, PA 15801

PROPERTY ID NO.:

128-A04-000-00013

CONTROL NO.:

128-0-751154

TITLE TO SAID PREMISES IS VESTED IN JAMES R. HENDRICKS AND SANDRA L. HENDRICKS, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES BY DEED FROM JAMES R. HENDRICKS AND SANDRA L. HENDRICKS, HIS WIFE DATED 6/6/00 RECORDED 6/13/00 IN INSTRUMENT NO. 200008269.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20430  
NO: 06-779-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA  
vs.  
DEFENDANT: JAMES R. HENDRICKS AND SANDRA L. HENDRICKS  
Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 08/23/2006

LEVY TAKEN 09/15/2006 @ 2:03 PM

POSTED 09/15/2006 @ 2:00 PM

SALE HELD 11/03/2006

SOLD TO FEDERAL NATIONAL MORTGAGE ASSOCIATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 12/11/2006

DATE DEED FILED 12/11/2006

PROPERTY ADDRESS RR 1, BOX 270, ROUTE 322 N/K/A 2160 BEHRINGER HIGHWAY DUBOIS , PA 15801

FILED  
01/25/2007  
DEC 11 2006  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

09/29/2006 @ 11:14 AM SERVED JAMES R. HENDRICKS

SERVED, JAMES R. HENDRICKS, DEFENDANT, AT HIS RESIDENCE 206 WILSON AVENUE, DUBOIS, CLEARFIELD COUNTY, PA 15801 BY HANDING TO SANDRA HENDRICKS, WIFE/CO-DEFENDANT

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.

09/29/2006 @ 11:14 AM SERVED SANDRA L. HENDRICKS

SERVED, SANDRA L. HENDRICKS, DEFENDANT, AT HER RESIDENCE 206 WILSON AVENUE, DUBOIS, CLEARFIELD COUNTY, PA 15801 BY HANDING TO SANDRA L. HENDRICKS

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20430  
NO: 06-779-CD

PLAINTIFF: WASHINGTON MUTUAL BANK, FA

vs.

DEFENDANT: JAMES R. HENDRICKS AND SANDRA L. HENDRICKS

Execution REAL ESTATE

**SHERIFF RETURN**

---

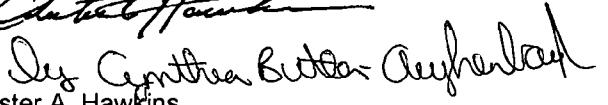
SHERIFF HAWKINS \$234.50

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

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

  
  
Cynthia Butler Auerbach  
Chester A. Hawkins  
Sheriff

UDREN LAW OFFICES, P.C.  
BY: Mark J. Udren, Esquire  
ATTY I.D. NO. 04302  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
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ATTORNEY FOR PLAINTIFF

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Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

v.

James R. Hendricks  
Sandra L. Hendricks  
2160 Behringer Highway  
Dubois, PA 15801  
Defendant(s)

NO. 06-779-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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Dubois, PA 15801  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$136,575.85

Interest From 8/23/06 \_\_\_\_\_

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$25.59

to actual date of sale including if sale is  
held at a later date 132.00

Prothonotary costs

(Costs to be added) \$ \_\_\_\_\_

By Willie L. Hartman Prothonotary  
Clerk

Date 8/22/2006

Received August 23, 2006 @ 3:00 P.M.  
Chester C. Haubens  
by Cynthia Butter Aughaben

COURT OF COMMON PLEAS  
NO. 06-779-CD

Washington Mutual Bank, FA  
vs.

James R. Hendricks  
Sandra L. Hendricks

WRIT OF EXECUTION

REAL DEBT \$ 136,575.85

INTEREST \$ \_\_\_\_\_

from 8/23/06

to Date of Sale \_\_\_\_\_

Ongoing Per Diem of \$25.5

to actual date of sale including if sale is held at a later date

**COSTS PAID:**

PROTHY \$ 132.00

SHERIFF \$ \_\_\_\_\_

STATUTORY \$ \_\_\_\_\_

COSTS DUE PROTHY. \$ \_\_\_\_\_

**PREMISES TO BE SOLD:**

RR1 Box 270 Route 322

n/k/a 2160 Behringer Highway

| (Sandy Township)

Dubois, PA 15801

Mark J. Udren, ESQUIRE

UDREN LAW OFFICES, P.C.

## WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

111 WOODCREST ROAD, SUITE 1  
CHERRY HILL, NJ 08003-3620

(866) 668-5400

(858) 869-5400

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BEING KNOWN AS: RR1 BOX 270 ROUTE 322  
N/K/A 2160 BEHRINGER HIGHWAY  
(SANDY TOWNSHIP)  
DUBOIS, PA 15801

PROPERTY ID NO.: 128-A04-000-00013 CONTROL NO.: 128-0-751154

TITLE TO SAID PREMISES IS VESTED IN JAMES R. HENDRICKS AND SANDRA L. HENDRICKS, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES BY DEED FROM JAMES R. HENDRICKS AND SANDRA L. HENDRICKS, HIS WIFE DATED 6/6/00 RECORDED 6/13/00 IN INSTRUMENT NO. 200008269.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JAMES R. HENDRICKS NO. 06-779-CD

NOW, December 11, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on November 03, 2006, I exposed the within described real estate of James R. Hendricks And Sandra L. Hendricks to public venue or outcry at which time and place I sold the same to FEDERAL NATIONAL MORTGAGE ASSOCIATION 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	136,575.85
MILEAGE	15.00	INTEREST @ 25.5900 %	1,842.48
LEVY	16.91	FROM 08/23/2006 TO 11/03/2006	
MILEAGE	15.00	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	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE		MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	1.00	TOTAL DEBT AND INTEREST	\$138,458.33
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	1,514.10
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$234.50	LIEN SEARCH	100.00
DEED COSTS:		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	31.00
REGISTER & RECORDER	31.00	SHERIFF COSTS	234.50
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	216.00
TOTAL DEED COSTS	\$31.00	PROTHONOTARY	132.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$2,272.60

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