



MARTHA E. VON ROSENSTIEL, ESQUIRE  
Martha E. Von Rosenstiel  
649 SOUTH AVENUE  
UNIT 7  
SECANE, PA 19018  
(610) 328-2887  
Attorney ID # 52634

Attorney for Plaintiff

IMC 97-7 Refi Company, LLC : COURT OF COMMON PLEAS  
c/o Select Portfolio Servicing, : CLEARFIELD COUNTY  
Inc. :  
3815 South West Temple :  
Salt Lake City, Utah 84165 :

Plaintiff

vs.

Wilford D. Wilkes Jr. and  
Pamela R. Wilkes  
P.O. Box 33 Reed Street  
Brisbin, PA 16620

Defendants

Case No: 06-930-CD

FILED Any pd. 85.00  
m/1:35  
JUN 09 2006 2cc  
Shff  
William A. Shaw  
Prothonotary/Clerk of Courts

**CIVIL ACTION - MORTGAGE FORECLOSURE**

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

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

**ADVISO**

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 a sentar 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 a visado que si usted no se defiende, la corte toma ra 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 o otros de rechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO VAYA EN PERSONA O TELEFONA A LA OFICINA ESCRITA ABAJO. ESTA OFICINA LE PUEDE PROVEER INFORMACION SOBRE COMO CONTRATAR A UN ABOGADO. SI USTED NO TIENE EL DINERO SUFICIENTE PARA CONTRATAR A UN ABOGADO, LE PODEMOS DAR INFORMACION SOBRE AGENCIAS QUE PROVEEN SERVICIO LEGAL A PERSONAS ELEGIBLE PARA SERVICIOS A COSTO REDUCIDO O GRATUITO.**

DAVID S. MAHOLICK,  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 5982

**THIS IS AN ATTEMPT TO COLLECT A DEBT  
ANY INFORMATION OBTAINED MAY BE  
USED FOR THAT PURPOSE**

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

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

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

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

MARTHA E. VON ROSENSTIEL, ESQUIRE  
Martha E. Von Rosenstiel  
649 SOUTH AVENUE  
UNIT 7  
SECANE, PA 19018  
(610) 328-2887  
Attorney ID# 52634

Attorney for Plaintiff

IMC 97-7 Refi Company, LLC	:	COURT OF COMMON PLEAS
c/o Select Portfolio Servicing,	:	CLEARFIELD COUNTY
Inc.	:	
3815 South West Temple	:	
Salt Lake City, Utah 84165	:	
Plaintiff	:	Case No:
vs.	:	
Wilford D. Wilkes Jr. and	:	
Pamela R. Wilkes	:	
P.O. Box 33 Reed Street	:	
Brisbin, PA 16620	:	
Defendants	:	

**CIVIL ACTION - MORTGAGE FORECLOSURE**

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

1. Plaintiff is IMC 97-7 Refi Company, LLC, a company organized and existing under state law, with offices for the conduct of business at c/o Select Portfolio Servicing, Inc., 3815 South West Temple, Salt Lake City, Utah 84165.

2. Defendants, Wilford D. Wilkes Jr. and Pamela R. Wilkes are the mortgagors and real owners of premises P.O. Box 33 Reed Street, Brisbin, PA 16620, hereinafter described, whose last known address is listed in the above caption.

3. Plaintiff brings this action in mortgage foreclosure against defendants, mortgagors and real owners, to foreclose a certain indenture of mortgage made, executed and delivered by the above named defendants, mortgagors and real owners to IMC Mortgage Company on September 16, 1997, which mortgage was recorded on September 19, 1997 in the Office of the Recorder of Deeds of

Clearfield County in Mortgage Book Volume 1873, Page 304, secured on premises P.O. Box 33 Reed Street, Brisbin, PA 16620 a true and correct description of which is attached hereto as Exhibit I.

4. The mortgage has since been assigned to the plaintiff herein.

5. Plaintiff alleges each and every term, condition and covenant in the aforesaid mortgage, and hereby incorporates them herein by reference thereto.

6. The aforesaid mortgage is in default in that monthly installments of principal and interest have not been made in conformity with the terms of the mortgage, from February 2006 and each month thereafter, up to and including the present time.

7. Under the terms of the aforesaid mortgage, upon default of payments set forth in the mortgage documents, the entire principal balance and all interest due thereon are collectible forthwith.


8. The following is an itemized statement of the amount due plaintiff under the terms of the aforesaid mortgage:

Principal Balance	\$42,726.52
Interest from 01/22/06 to 06/08/06	
At \$14.40 per diem	\$ 1,972.80
Accrued late charges to 06/08/06	\$ 973.83
Accrued Escrow deficit to 06/08/06	\$ 1,147.54
Corporate Advances	\$ 196.34
NSF Fees	\$ 40.00
Attorney's fee (5% of unpaid	
Principal Balance)	\$ 2,136.33
Title Information Certificate	\$ 475.00
Photostats and Postage	\$ 50.00
Notarizations	\$ 10.00
Suspense Balance	(\$ 4.08)
TOTAL	\$49,724.28

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

10. Plaintiff sent to defendants, mortgagors and real owners a combined Notice and Warning of Intention to Foreclose and Notices of Homeowners' Emergency Mortgage Assistance Act of 1983 advising of rights available under the statutes. To date payments have not been received and Act 91 assistance has not been granted although the applicable time periods provided by statute have expired (Exhibit II).

**WHEREFORE**, plaintiff demands judgment for foreclosure and sale of the mortgaged premises in the amount of \$49,724.28, plus per diem interest at \$14.40 from June 9, 2006 to the date of judgment plus costs thereon.



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Martha E. Von Rosenstiel  
Attorney for Plaintiff

## VERIFICATION

I verify that the statements made in the foregoing documents are true and correct.

I understand that false statements herein are made subject to penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities.

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

A handwritten signature in black ink, appearing to read 'A. Shulley', is written over a horizontal line.

Title: Vice President

### LEGAL DESCRIPTION

ALL THOSE CERTAIN parcels or lots of ground situate in the Borough of Brisbin, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at the Northwest corner of Lot No. 246, which is the corner of Erin Avenue and Otter Alley, on the general plan of lots of the said Borough of Brisbin; thence Eastward on the South side of said alley, for a distance of 100 feet to the West side of line of Lot No. 248; thence to the right and Southward along said line of Lot No. 248, for a distance of 150 feet to a post on the North side of Reed Street; thence to right and Westward to a post on corner of Reed Street and Erin Avenue, a distance of 100 feet; thence to right and Northward along the East side of Erin Avenue for a distance of 150 feet to post and point of beginning on corner of Erin Avenue and Otter Alley. The herein above-described land conveys only the surface of land contained in Lots No. 246 and No. 247, excepting reserving all the minerals or other reservations that may be on record in the County of Clearfield and State of Pennsylvania.

Map #1-M14-328-13

EXHIBIT   L



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



7182 6389 3060 0786 7041

March 17, 2006

#BWNJXZF  
PAMELA WILKES  
P O BOX 33 REED ST  
BRISBAN, PA 16620

217

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

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

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

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

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

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

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

Homeowner's Name: PAMELA WILKES,  
Property Address: PO BOX 33 REED ST  
BRISB1N PA 16620  
Loan Acct No.: 3008986436  
Original Lender  
Current Lender / Servicer: Select Portfolio Servicing, Inc.

EXHIBIT 11



**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:

PO BOX 33 REED ST  
BRISBIN PA 16620  
IS SERIOUSLY IN DEFAULT because:

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

Payment of \$471.19 per month due from 12/22/2005  
through 02/22/2006 payment (a total of 3 months):

(Mortgage payment includes Escrow		
Payment of \$0.00 per month):	\$	1,413.57
Accrued Late Charges	\$	997.39
Non-Sufficient Funds (NSF) / Return Check Fees	\$	40.00
Escrow Advances for Hazard Insurance,		
Real Estate Taxes and/or Municipal Liens:	\$	1,147.54
Other Advances (Property Preservation):	\$	0.00
Funds on Account: **	\$	81.70
<b>Total Amount Due:</b>	<b>\$</b>	<b>3,516.80</b>

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

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

**HOW TO CURE THE DEFAULT** You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,516.80, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier s check, certified check or money order made payable and sent to:**

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

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

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

**IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney s fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys fees actually incurred by the lender even if they exceed \$50.00. Any attorney s fees will be added to the amount you owe the lender,

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

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

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

- SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

## **Homeowners' Emergency Assistance Program CLEARFIELD COUNTY**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
1-888-511-2227

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
(724) 465-2657

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556

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



7182 6389 3060 0786 6839

March 17, 2006

#BWNJXZF  
WILFORD WILKES  
PO BOX 33 REED ST  
BRISBIN, PA 16620

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

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Homeowner's Name: WILFORD WILKES,  
Property Address: PO BOX 33 REED ST  
BRISBIN PA 16620  
Loan Acct No.: 3008986436  
Original Lender  
Current Lender / Servicer: Select Portfolio Servicing, Inc.

**HOMEOWNER S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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**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:

PO BOX 33 REED ST  
BRISBIN PA 16620  
IS SERIOUSLY IN DEFAULT because:

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

Payment of \$471.19 per month due from 12/22/2005  
through 02/22/2006 payment (a total of 3 months):

(Mortgage payment includes Escrow		
Payment of \$0.00 per month):	\$	1,413.57
Accrued Late Charges	\$	997.39
Non-Sufficient Funds (NSF) / Return Check Fees	\$	40.00
Escrow Advances for Hazard Insurance,		
Real Estate Taxes and/or Municipal Liens:	\$	1,147.54
Other Advances (Property Preservation):	\$	0.00
Funds on Account: **	\$	81.70
<b>Total Amount Due:</b>	<b>\$</b>	<b>3,516.80</b>

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

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

**HOW TO CURE THE DEFAULT** You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,516.80, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier s check, certified check or money order made payable and sent to:**

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

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

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

**IF THE MORTGAGE IS FORECLOSED UPON** The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney s fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys fees actually incurred by the lender even if they exceed \$50.00. Any attorney s fees will be added to the amount you owe the lender,



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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

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

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

- SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

## **Homeowners' Emergency Assistance Program CLEARFIELD COUNTY**

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

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CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
1-888-511-2227

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

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Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
(724) 465-2657

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\_\_\_\_\_  
Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556

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

DOCKET # 101628  
NO: 06-930-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: IMC 97-7 REFI COMPANY, LLC  
vs.  
DEFENDANT: WILFORD D. WILKES, JR. and PAMELA R. WILKES

**SHERIFF RETURN**

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NOW, June 16, 2006 AT 11:49 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILFORD D. WILKES JR. DEFENDANT AT PO BOX 33, REED ST., BRISBIN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAMELA R. WILKES, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

**FILED**  
013:116321  
JUL 13 2006  
(SM)

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 101628  
NO: 06-930-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: IMC 97-7 REFI COMPANY, LLC

vs.

DEFENDANT: WILFORD D. WILKES, JR. and PAMELA R. WILKES

**SHERIFF RETURN**

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NOW, June 16, 2006 AT 11:49 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PAMELA R. WILKES DEFENDANT AT PO BOX 33, REED ST., BRISBIN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO PAMELA R. WILKES, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101628  
NO: 06-930-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: IMC 97-7 REFI COMPANY, LLC  
vs.  
DEFENDANT: WILFORD D. WILKES, JR. and PAMELA R. WILKES

SHERIFF RETURN


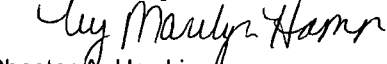
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ROSENSTIEL	11453	20.00
SHERIFF HAWKINS	ROSENSTIEL	11453	39.13

Sworn to Before Me This

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

So Answers,

Chester A. Hawkins  
Sheriff

Martha E. Von Rosenstiel, P.C.  
Martha E. Von Rosenstiel  
649 South Avenue, Unit 6  
P.O. Box 307  
Secane, PA 19018  
610 328-2887  
Attorney I.D.# 52634

Attorney for Plaintiff

IMC 97-7 Refi Co., LLC c/o Select Portfolio : COURT OF COMMON PLEAS  
Servicing, Inc. : Clearfield COUNTY

Plaintiff

vs.

No: 06-930-CD

Wilford D. Wilkes Jr. and Pamela R. Wilkes

Defendants

**PRAECIPE TO SETTLE, DISCONTINUE AND END  
WITHOUT PREJUDICE**

TO THE PROTHONOTARY:

Kindly Settle, Discontinue and End the case on the above captioned matter.

Martha E. Von Rosenstiel  
Attorney for Plaintiff

Dated: September 21, 2006

**FILED**

SEP 27 2006

m/12-05/14  
William A. Shaw  
Prothonotary/Clerk of Courts

SENT TO ATT W/ DISC

SENT TO SHAR

COPY OF DISC TO

QA

**FILED**

SEP 27 2006

William A. Shaw  
Prothonotary/Clerk of Courts

144.13  
85  
59.13

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

IMC 97-7 Refi Company, LLC

Vs.

No. 2006-00930-CD

Wilford D. Wilkes Jr.

Pamela R. Wilkes

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on September 27, 2006, marked:

Settle, Discontinue and End

Record costs in the sum of \$144.13 have been paid in full by Martha E. Von Rosenstiel, Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 27th day of September A.D. 2006.

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William A. Shaw, Prothonotary