

**Wells Fargo et al vs James Shomo et al  
2006-987-CD**

**06-987-CD  
Wells Fargo vs James E. Shomo 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

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

v.

James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627  
Defendant(s)

NO. 06-987-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. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

FILED  
m 11:49/51  
JUN 21 2006  
Att'y pd. 85.00  
2 cc Shff

William A. Shaw  
Prothonotary/Clerk of Courts

Sept 28, 2006 Document  
Reinstated/Returned 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 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 dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, 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 INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE 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, ext. 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: Option One Mortgage Corporation  
Assignments of Record to: Wells Fargo Bank, N.A., as Trustee for Citigroup Mortgage Loan Trust, Series 2004-OPT1, Asset Backed Pass-Through Certificates  
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: 5 Lyle Lane  
MUNICIPALITY/TOWNSHIP/BOROUGH: Beccaria Township  
COUNTY: Clearfield  
DATE EXECUTED: 7/15/04  
DATE RECORDED: 7/20/04 Instrument # 200411696

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 6/8/06:

Principal of debt due	\$93,214.70
Unpaid Interest at 9.5% * from 12/1/05 to 6/8/06 (the per diem interest accruing on this debt is \$24.26 and that sum should be added each day after 6/8/06)	4,597.53
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$382.11 and that sum should be added on the first of each month after 6/8/06)	5,680.74
Late Charges (monthly late charge of \$47.42 should be added in accordance with the terms of the note each month after 6/8/06)	237.10
Suspense Balance	(408.29)
Interest on Advance	300.28
Attorneys Fees (anticipated and actual to 5% of principal)	<u>4,660.74</u>
TOTAL	\$108,887.80

\* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage .

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 \$108,887.80 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 that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Youngkin; thence along the line of said Youngkin lands South 70° 25' West 142.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South 10° 26' East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South 82° 12' East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres all as is more fully shown on a survey prepared by George A. Cree, R.S. and dated September 24, 1990, a copy of which survey is attached hereto and made a part hereof.

April 20, 2006

James E Shomo  
5 Lyle Ln  
Coalport PA 16627-

Homeowners Name: Sandra J Shomo  
Property Address: 5 Lyle Ln, Coalport PA 16627  
Loan Account No.: 0013875208  
Original Lender: OPTION ONE MORTGAGE CORPORATION  
Current Lender/Service: Option One Mortgage Corporation  
HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM

FORECLOSURE AND HELP YOU MAKE FUTURE  
MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:  
\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND  
\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.  
TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

EXHIBIT A

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 designated consumer credit counseling agencies listed at the end of this Notice.

THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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,

or you may contact Pennsylvania Housing Finance Agency at 800-342-2397 (Persons with impaired hearing can call (717) 780-1869 or visit the Pennsylvania Housing Finance Agency website at www.phfa.org. 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.

(Page 2 of 9)  
OP825 010 R58

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.  
(Page 3 of 9)  
OP826 008 R58

Re: Loan No. 0013875208

\*\*\*\*\*  
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:  
5 Lyle Ln, Coalport PA 16627

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:

(a) Monthly payments: 5 MONTHS @ \$ 1,172.51  
MONTHS @ \$.00 \$ 5862.55

(b) Previous late charges: \$ 237.10

(c) Other charges; Escrow, Inspection, NSF checks \$ 252.28

(d) Other provisions of the mortgage obligation, if any \$ 0.00

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED AS OF THIS DATE \$ 6351.93

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 \$6351.93, 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 send to:

Overnight Mail Address Western Union Quick Collect

4600 Touhcton Rd E Pay to: Option One Mortgage Corporation  
Bldg 200 Ste 102 Code City: OptionJax, Fl  
Jacksonville, Fl. 32246

Mailstop: J1 CASH

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.)

Re: Loan No. 0013875208  
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 brings legal proceedings against you, you will still be required  
to pay the reasonable attorney's fees that were actually incurred, up  
to \$50.00. However, if legal proceedings are started against you, you  
will have to pay all reasonable attorney's fees actually incurred by the  
lender even if they exceed \$50.00. Any attorney's fees will be added to  
the amount you owe the lender, which may also include other reasonable  
costs. If you cure the default within the THIRTY (30) DAY period, you  
will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the  
unpaid principal balance and all other sums due under the mortgage.  
RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not  
cured the default within the THIRTY (30) DAY period and foreclosure  
proceedings have begun, you still have the right to cure the default  
and prevent the sale at any time up to one hour before the Sheriff's  
Sale. You may do so by paying the total amount then past due, plus  
any late or other charges then due, reasonable attorney's fees and  
costs connected with the foreclosure sale and any other costs  
connected with the Sheriff's Sale as specified in writing by the  
lender and by performing any other requirements under the mortgage.

Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.  
EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the

earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately (7) SEVEN 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.  
(Page 7 of 9)  
OP828 008 R58

Re: Loan No. 0013875208  
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
Address: 4600 Touchton Road East Bldg 200 Ste 102  
Attn: Daryl Johnson, Sara Haliko and Robinn Abel  
Address: Jacksonville, FL 32246  
Phone Number: 904-996-1730 or 1-800-326-1500 ext. 61730  
Fax Number: 1-866-497-1263  
Contact Persons: Daryl Johnson, Sara Haliko and Robinn Abel  
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.  
Friday and Saturday 8:00 a.m. to 5:00 p.m.  
Email Address: PHFA@OWC.com  
EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will

and your ownership of the mortgaged property and your right to occupy it.  
If you continue to live in the property after the Sheriff's Sale, a  
lawsuit to remove you and your furnishings and other belongings could  
be started by the lender at any time.  
ASSUMPTION OF MORTGAGE - You may or X may not (CHECK ONE) sell  
or transfer your home to a buyer or transferee who will assume the  
mortgage debt, provided that all the outstanding payments, charges and  
attorney's fees and costs are paid prior to or at the sale and that the  
other requirements of the mortgage are satisfied.  
YOU MAY ALSO HAVE THE RIGHT TO:

- \* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE  
DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF  
THIS DEBT.
- \* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.  
\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT  
HAD OCCURRED, IF YOU CURED 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.  
OP829 (Page 8 of 9)

05-07-06 MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
LOAN= 0013875208 DATE=04-20 USER=R58 KEY=OP829 VERS=023 TITLE=Part 4 PA NOI CO BOR 3 MAIL  
LINES-PER-PAGE=NO CONDITIONS=0

PAGE124,155  
1c FORM=CKEX PRINTER=P23Z SECURITY=2

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION  
BY THE LENDER.  
\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.  
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS  
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN  
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.  
(Page 9 of 9)  
OP829 023 R58

05-07-06  
LOAN = 0013875208 DATE=04-20 USER=R59 KEY=OP845 VERS=014 TITLE=Part 1 PA NOI CO BOR 3 PROP  
LINES - PER - PAGE=NO CONDITIONS=4  
647/0013875208/OP845/1/9/0000000000000  
MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
10 FORM=CKPX PRINTER=PZ3Z SECURITY=2

April 20, 2006

James E Showco  
5 Lyle Ln  
Coalport PA 16627

Homeowners Name: Sandra J Showco  
Property Address: 5 Lyle Ln, Coalport PA 16627  
Loan Account No.: 0013875208  
Original Lender: OPTION ONE MORTGAGE CORPORATION  
Current Lender/Servicer: Option One Mortgage Corporation  
HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM

FORECLOSURE AND HELP YOU MAKE FUTURE  
MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:  
\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND  
\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.  
TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

April 20, 2006

Sandra J Shomo  
5 Lyle Ln  
Coalport, PA 16627-

Homeowners Name: Sandra J Shomo  
Property Address: 5 Lyle Ln, Coalport PA 16627  
Loan Account No.: 0013875208  
Original Lender: OPTICON ONE MORTGAGE CORPORATION  
Current Lender/Service: Option One Mortgage Corporation  
HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM

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CONTROL,  
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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

OP010 (Page 1 of 9)

EXHIBIT

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 designated consumer credit counseling agencies listed at the end of this Notice.  
THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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, or you may contact Pennsylvania Housing Finance Agency at 800-342-2397 (Persons with impaired hearing can call (717) 780-1869 or visit the Pennsylvania Housing Finance Agency website at www.phfa.org. 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.  
(Page 2 of 9)  
OP010 021 R35

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.  
(Page 3 of 9)  
OP011 016 R35

Re: Loan No. 0013875208  
 \*\*\*\*\*  
 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).  
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NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:  
 5 Lyle Ln, Coalport PA 16627

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:  
 (a) Monthly payments: 5 MONTHS @ \$ 1,172.51  
 MONTHS @ \$.00

(b) Previous late charges:	\$ 5862.55
(c) Other charges; Escrow, Inspection, NSF checks	\$ 237.10
(d) Other provisions of the mortgage obligation, if any	\$ 252.28
(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED AS OF THIS DATE	\$ 0.00
	\$ 6351.93

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 \$6351.93, 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 send to:

Overnight Mail Address Western Union Quick Collect

4600 Touchton Rd E Pay to: Option One Mortgage Corporation

Bldg 200 Ste 102 Code City: OptionJax, FL

Jacksonville, FL 32246

Mailstop: J1 CASH

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.)

05-07-06  
LOAN= 0013875208 DATE=04-20 USER=R35 KEY=OP013 VERS=019 TITLE=Part 3 PA NOI  
LINES-PER-PAGE=NO CONDITIONS=0  
647/0013875208/OP013/6/9/0000000000000

MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06

PAGE124,134  
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2

Re: Loan No. 0013875208  
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 brings legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.

05-07-06 MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
LOAN= 0013875208 DATE=04-20 USER=R35 KEY=OP013 VERS=019 TITLE=Part 3 PA NOI  
LINES-PER-PAGE=NO CONDITIONS=0

1c FORM=CKPX PRINTER=P232 SECURITY=2  
PAGE124,135

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 (7) SEVEN 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.  
(Page 7 of 9)  
OP013 019 R35

Re: Loan No. 0013875208  
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
Address: 4600 Touchton Rd East Bldg 200 Ste 102  
Attn: Daryl Johnson, Sara Haliko and Robinn Abel  
Address: Jacksonvillle, FL 32246  
Phone Number: 904-996-1730 OR 1-800-326-1500 ext. 61730  
Fax Number: 1-866-497-1263  
Contact Persons: Daryl Johnson, Sara Haliko and Robinn Abel  
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.  
Friday and Saturday 8:00 a.m. to 5:00 p.m.  
Email Address: PHFA@OMC.com  
EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's sale will

end your ownership of the mortgaged property and your right to occupy it.  
If you continue to live in the property after the Sheriff's Sale, a  
lawsuit to remove you and your furnishings and other belongings could  
be started by the lender at any time.  
ASSUMPTION OF MORTGAGE - You may or X may not (CHECK ONE) sell  
or transfer your home to a buyer or transferee who will assume the  
mortgage debt, provided that all the outstanding payments, charges and  
attorney's fees and costs are paid prior to or at the sale and that the  
other requirements of the mortgage are satisfied.  
YOU MAY ALSO HAVE THE RIGHT TO:

- \* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE  
DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF  
THIS DEBT.
- \* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- \* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT  
HAD OCCURRED, IF YOU CURED 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.  
OP014 (Page 8 of 9)

05-07-06  
LOAN= 0013875208 DATE=04-20 USER=R35 KEY=OP014 VERS=031 TITLE=Part 4 PA NOI  
LINES-PER-PAGE=NO CONDITIONS=0

MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
PAGE124, 137  
IC FORM=CKPX PRINTER=PZ3Z SECURITY=2

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION  
BY THE LENDER.  
\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.  
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS  
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN  
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.  
(Page 9 of 9)  
OP014 031 R35

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 # **101655**

WELLS FARGO BANK, N.A.

Case # 06-987-CD

vs.

JAMES E. SHOMO and SANDRA J. SHOMO

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW July 21, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES E. SHOMO, DEFENDANT. ATTEMPTED NOT HOME.

SERVED BY: /

**FILED**  
07/24/06  
JUL 24 2006  
W.A.S.  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **101655**

WELLS FARGO BANK, N.A.

Case # 06-987-CD

vs.

JAMES E. SHOMO and SANDRA J. SHOMO

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW July 21, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SANDRA J. SHOMO, DEFENDANT. ATTEMPTED NOT HOME.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101655  
NO: 06-987-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: JAMES E. SHOMO and SANDRA J. SHOMO

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	63539	20.00
SHERIFF HAWKINS	UDREN	63539	58.84

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,



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

ATTORNEY FOR PLAINTIFF

**"WE HEREBY CERTIFY THE  
WITHIN TO BE TRUE AND  
CORRECT COPY OF THE ORIGINAL"**

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

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

JUN 21 2006

v.

James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627  
Defendant(s)

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

NO. 06-987-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. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 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 dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, 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 INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE 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, ext. 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: Option One Mortgage Corporation  
Assignments of Record to: Wells Fargo Bank, N.A., as Trustee for Citigroup Mortgage Loan Trust, Series 2004-OPT1, Asset Backed Pass-Through Certificates  
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: 5 Lyle Lane  
MUNICIPALITY/TOWNSHIP/BOROUGH: Beccaria Township  
COUNTY: Clearfield  
DATE EXECUTED: 7/15/04  
DATE RECORDED: 7/20/04 Instrument # 200411696

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 6/8/06:

Principal of debt due	\$93,214.70
Unpaid Interest at 9.5% * from 12/1/05 to 6/8/06 (the per diem interest accruing on this debt is \$24.26 and that sum should be added each day after 6/8/06)	4,597.53
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$382.11 and that sum should be added on the first of each month after 6/8/06)	5,680.74
Late Charges (monthly late charge of \$47.42 should be added in accordance with the terms of the note each month after 6/8/06)	237.10
Suspense Balance	(408.29)
Interest on Advance	300.28
Attorneys Fees (anticipated and actual to 5% of principal)	<u>4,660.74</u>
TOTAL	\$108,887.80

\* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

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 \$108,887.80 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



---

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

ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Youngkin; thence along the line of said Youngkin lands South 70° 25' West 142.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South 10° 26' East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South 82° 12' East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres all as is more fully shown on a survey prepared by George A. Crec, R.S. and dated September 24, 1990, a copy of which survey is attached hereto and made a part hereof.

05-07-06  
LOAN= 0013875208 DATE=04-20 USER=R58 KEY=OP825 VRS=010 TITLE=Part 1 PA NOI CO-BOR 3 MAIL  
LINES-PER-PAGE=NO CONDITIONS=4  
647/0013875208/OP825/1/9/0000000000000

Apr 11 20, 2006

James E Shomo  
5 Lyle Ln  
Coalport PA 16627-

Homeowners Name: Sandra J Shomo  
Property Address: 5 Lyle Ln, Coalport PA 16627

Loan Account No.: 0013875208  
Original Lender: OPTION ONE MORTGAGE CORPORATION  
Current Lender/Service: Option One Mortgage Corporation

HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM

FORECLOSURE AND HELP YOU MAKE FUTURE

MORTGAGE PAYMENTS

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

- \* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
  - \* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
  - \* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.
- TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

EXHIBIT A

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 designated consumer credit counseling agencies listed at the end of this Notice.  
THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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,

or you may contact Pennsylvania Housing Finance Agency at 800-342-2397 (Persons with impaired hearing can call (717) 780-1869 or visit the Pennsylvania Housing Finance Agency website at [www.phfa.org](http://www.phfa.org). 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.  
(Page 2 of 9)  
OP825 010 R58

05-07-06 MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
LOAN= 0013875208 DATE=04-20 USER=R58 KEY=OP826 VERS=008 TITLE=Part 1 PA NOI CO-BOR 3 MAIL 1c FORM=CKPX PRINTER=PZ3Z SECURITY=2  
LINES-PER-PAGE=NO CONDITIONS=4  
647/0013875208/OP826/3/9/0000000000000

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.  
(Page 3 of 9)  
OP826 008 R58

Re: Loan No. 0013875208  
 \*\*\*\*\*  
 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:  
 5 Lyle Ln, Coalport PA 16627

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:  
 (a) Monthly payments: 5 MONTHS @ \$ 1,172.51  
 MONTHS @ \$.00

(b) Previous late charges;	\$ 5862.55
(c) Other charges; Escrow, Inspection, NSF checks	\$ 237.10
(d) Other provisions of the mortgage obligation, if any	\$ 252.28
(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED AS OF THIS DATE	\$ 0.00
	\$ 6351.93

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 \$6351.93, 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 send to:

Overnight Mail Address      Western Union Quick Collect  
4600 Touchton Rd E      Pay to: Option One Mortgage Corporation  
Bldg 200 Ste 102      Code City: OptionDax, Fl  
Jacksonville, FL 32246  
Mailstop: J1 CASH  
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.)

Re: Loan No. 0013875208  
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 brings legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.

Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately (7) SEVEN 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.  
(Page 7 of 9)  
0P828 008 R58

Re: Loan No. 0013875208  
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
Address: 4600 Touchton Road East Bldg 200 Ste 102  
Attn: Daryl Johnson, Sara Haliko and Robinn Abel  
Address: Jacksonville, FL 32246  
Phone Number: 904-996-1730 or 1-800-326-1500 ext. 61730  
Fax Number: 1-866-497-1263  
Contact Persons: Daryl Johnson, Sara Haliko and Robinn Abel  
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.  
Friday and Saturday 8:00 a.m. to 5:00 p.m.  
Email Address: PHFA@OMC.com  
EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will

end your ownership of the mortgaged property and your right to occupy it.  
If you continue to live in the property after the Sheriff's Sale, a  
lawsuit to remove you and your furnishings and other belongings could  
be started by the lender at any time.  
ASSUMPTION OF MORTGAGE - You may or X may not (CHECK ONE) sell

or transfer your home to a buyer or transferee who will assume the  
mortgage debt, provided that all the outstanding payments, charges and  
attorney's fees and costs are paid prior to or at the sale and that the  
other requirements of the mortgage are satisfied.  
YOU MAY ALSO HAVE THE RIGHT TO:

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

05-07-06 MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
LOAN= 0013875208 DATE=04-20 USER=R58 KEY=OP829 VERS=023 TITLE=Part 4 PA NOI CO BOR 3 MAIL  
LINES-PER-PAGE=NO CONDITIONS=0

10 FORM=CKPX PRINTER=PZ3Z SECURITY=2  
PAGE124,155

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION  
BY THE LENDER.  
\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.  
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS  
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN  
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.  
(Page 9 of 9)  
OP829 023 R58

April 20, 2006

James E Shomo  
5 Lyle Ln  
Coalport PA 16627

Homeowners Name: Sandra J Shomo  
Property Address: 5 Lyle Ln, Coalport PA 16627  
Loan Account No.: 0013875208  
Original Lender: OPTION ONE MORTGAGE CORPORATION  
Current Lender/Service: Option One Mortgage Corporation  
HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM  
FORECLOSURE AND HELP YOU MAKE FUTURE  
MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:  
\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND  
\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.  
TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

05-07-06  
LOAN= 0013875208 DATE=04-20 USER=R35 KEY=OP010 VERS=021 TITLE=Part 1 PA NOI  
LINES-PER-PAGE=NO CONDITIONS=4  
647/0013875208/OP010/1/9/00000000000000

April 20, 2006

Sandra J Shomo  
5 Lyle Ln  
Coalport, PA 16627-

Homeowners Name: Sandra J Shomo  
Property Address: 5 Lyle Ln, Coalport PA 16627

Loan Account No.: 0013875208  
Original Lender: OPTION ONE MORTGAGE CORPORATION  
Current Lender/Service: Option One Mortgage Corporation

HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM

FORECLOSURE AND HELP YOU MAKE FUTURE

MORTGAGE PAYMENTS

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

- \* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
  - \* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
  - \* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.
- TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

OP010 (Page 1 of 9)

EXHIBIT A

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 designated consumer credit counseling agencies listed at the end of this Notice.

THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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,

or you may contact Pennsylvania Housing Finance Agency at 800-342-2397 (Persons with impaired hearing can call (717) 780-1869 or visit the Pennsylvania Housing Finance Agency website at [www.phfa.org](http://www.phfa.org). 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.

05-07-06 MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
LOAN= 0013875208 DATE=04-20 USER=R35 KEY=OP011 VERS=016 TITLE=Part 1 PA NOI  
LINES-PER-PAGE=NO CONDITIONS=4  
647/0013875208/OP011/3/9/0000000000000

10 FORM=CKPX PRINTER=PZ3Z SECURITY=2 PAGE124, 131

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.  
(Page 3 of 9)  
OP011 016 R35

Re: Loan No. 0013875208

\*\*\*\*\*  
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:  
5 Lyle Ln, Coalport PA 16627

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:  
(a) Monthly payments: 5 MONTHS @ \$ 1,172.51 MONTHS @ \$.00

(b) Previous late charges;	\$ 5862.55
(c) Other charges; Escrow, Inspection, NSF checks	\$ 237.10
(d) Other provisions of the mortgage obligation, if any	\$ 252.28
(e) Other provisions of the mortgage obligation, if any	\$ 0.00
(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED AS OF THIS DATE	\$ 6351.93

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 \$6351.93, 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 send to:

Overnight Mail Address                      Western Union Quick Collect  
4600 Touchton Rd E                              Pay to: Option One Mortgage Corporation  
Bldg 200 Ste 102                                  Code City: Optiontax, Fl  
Jacksonville, FL 32246

Mailstop: J1 CASH  
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.)

Re: Loan No. 0013875208  
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 brings legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.

Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.  
EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the

earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately (7) SEVEN 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.  
(Page 7 of 9)  
OP013 019 R35

Re: Loan No. 0013875208  
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
Address: 4600 Touchton Rd East Bldg 200 Ste 102  
Attn: Daryl Johnson, Sara Haliko and Robinn Abel  
Address: Jacksonville, FL 32246  
Phone Number: 904-996-1730 or 1-800-326-1500 ext. 61730  
1-866-497-1263  
Fax Number: Daryl Johnson, Sara Haliko and Robinn Abel  
Contact Persons: Monday through Thursday 8:00 a.m. to 8:00 p.m.  
Office hours: Friday and Saturday 8:00 a.m. to 5:00 p.m.  
Email Address: PHFA@OMC.com  
EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will

end your ownership of the mortgaged property and your right to occupy it.  
If you continue to live in the property after the Sheriff's Sale, a  
lawsuit to remove you and your furnishings and other belongings could  
be started by the lender at any time.  
ASSUMPTION OF MORTGAGE - You may or X may not (CHECK ONE) sell

or transfer your home to a buyer or transferee who will assume the  
mortgage debt, provided that all the outstanding payments, charges and  
attorney's fees and costs are paid prior to or at the sale and that the  
other requirements of the mortgage are satisfied.  
YOU MAY ALSO HAVE THE RIGHT TO:

- \* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE  
DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF  
THIS DEBT.
- \* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.  
\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT  
HAD OCCURRED, IF YOU CURED 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.  
OP014 (Page 8 of 9)

05-07-06 MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
LOAN= 0013875208 DATE=04-20 USER=R35 KEY=OP014 VERS=031 TITLE=Part 4 PA NOI  
LINES-PRR-PAGE=NO CONDITIONS=0

PAGE124, 137  
1C FORM=CKPX PRINTER=P23Z SECURITY=2

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION  
BY THE LENDER.  
\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.  
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS  
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN  
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.  
(Page 9 of 9)  
OP014 031 R35

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

ATTORNEY FOR PLAINTIFF

"WE HEREBY CERTIFY THE  
WITHIN TO BE TRUE AND  
CORRECT COPY OF THE ORIGINAL"

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates  
1270 Northland Drive  
Suite 200  
Mendota Heights, MN 55120  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

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

JUN 21 2006

v.

Attest.

*William D. Shaw*  
Prothonotary/  
Clerk of Courts

James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627  
Defendant(s)

NO. 06-987-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. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 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 ascantar 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. Ademias, 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 INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE 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, ext. 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: Option One Mortgage Corporation  
Assignments of Record to: Wells Fargo Bank, N.A., as Trustee for Citigroup Mortgage Loan Trust, Series 2004-OPT1, Asset Backed Pass-Through Certificates  
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: 5 Lyle Lane  
MUNICIPALITY/TOWNSHIP/BOROUGH: Beccaria Township  
COUNTY: Clearfield  
DATE EXECUTED: 7/15/04  
DATE RECORDED: 7/20/04 Instrument # 200411696

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 6/8/06:

Principal of debt due	\$93,214.70
Unpaid Interest at 9.5% * from 12/1/05 to 6/8/06 (the per diem interest accruing on this debt is \$24.26 and that sum should be added each day after 6/8/06)	4,597.53
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$382.11 and that sum should be added on the first of each month after 6/8/06)	5,680.74
Late Charges (monthly late charge of \$47.42 should be added in accordance with the terms of the note each month after 6/8/06)	237.10
Suspense Balance	(408.29)
Interest on Advance	300.28
Attorneys Fees (anticipated and actual to 5% of principal)	<u>4,660.74</u>
TOTAL	\$108,887.80

\* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

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 \$108,887.80 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



---

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

ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Youngkin; thence along the line of said Youngkin lands South  $70^{\circ} 25'$  West 342.96 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South  $10^{\circ} 26'$  East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South  $82^{\circ} 12'$  East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North  $10^{\circ}$  West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres all as is more fully shown on a survey prepared by George A. Cree, R.S. and dated September 24, 1990, a copy of which survey is attached hereto and made a part hereof.

05-07-06  
LOAN= 0013875208 DATE=04-20 USER=RS8 KEY=OP825 VERS=010 TITLE=Part 1 PA NOI CO-BOR 3 MAIL  
LINES-PER-PAGE=NO CONDITIONS=4  
647/0013875208/OP825/1/9/0000000000000

April 20, 2006

James E Shomo  
5 Lyle Ln  
Coalport PA 16627-

Homeowners Name: Sandra J Shomo  
Property Address: 5 Lyle Ln, Coalport PA 16627  
Loan Account No.: 0013875208  
Original Lender: OPTION ONE MORTGAGE CORPORATION  
Current Lender/Servicer: Option One Mortgage Corporation  
HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM

FORECLOSURE AND HELP YOU MAKE FUTURE

MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:  
\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND  
\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.  
TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

EXHIBIT A

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 designated consumer credit counseling agencies listed at the end of this Notice.  
THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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,

or you may contact Pennsylvania Housing Finance Agency at 800-342-2397 (Persons with impaired hearing can call (717) 780-1869 or visit the Pennsylvania Housing Finance Agency website at www.phfa.org. 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.  
(Page 2 of 9)  
OP825 010 R58

05-07-06 MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
LOAN= 0013875208 DATE=04-20 USER=R58 KEY=OP826 VERS=008 TITLE=Part 1 PA NOI CO-BOR 3 MAIL I C FORM=CKPX PRINTER=PZ3Z SECURITY=2  
LINES-PER-PAGE=NO CONDITIONS=4  
647/0013875208/OP826/3/9/000000000000

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.  
(Page 3 of 9)  
OP826 008 R58

Re: Loan No. 0013875208  
 \*\*\*\*\*  
 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:  
 5 Lyle Ln, Coalport PA 16627

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:  
 (a) Monthly payments: 5 MONTHS @ \$ 1,172.51  
 MONTHS @ \$.00

(b) Previous late charges:	\$ 5862.55
(c) Other charges: Escrow, Inspection, NSF checks	\$ 237.10
(d) Other provisions of the mortgage obligation, if any	\$ 252.28
(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED AS OF THIS DATE	\$ 0.00
B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):	\$ 6351.93

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 \$6351.93, 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 send to:

Overnight Mail Address                      Western Union Quick Collect  
4600 Touchton Rd E                              Pay to: Option One Mortgage Corporation  
Bldg 200 Ste 102                                      Code City: Optionvax, Fl  
Jacksonville, FL 32246

Mailstop: J1 CASH  
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.)

Re: Loan No. 0013875208  
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 brings legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.

05-07-06 MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
LOAN= 0013875208 DATE=04-20 USER=R58 KEY=0P828 VERS=008 TITLE=Part 3 PA NOI CO-BOR 3 MAIL  
LINES-PER-PAGE=NO CONDITIONS=0

1c FORM=CKPX PRINTER=PZ3Z SECURITY=2 PAGE124, 153

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 (7) SEVEN 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.

(Page 7 of 9)  
OP828 008 R58

Re: Loan No. 0013875208  
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
Address: 4600 Touchton Road East Bldg 200 Ste 102  
Attn: Daryl Johnson, Sara Haliko and Robinn Abel  
Address: Jacksonville, FL 32246  
Phone Number: 904-996-1730 or 1-800-326-1500 ext. 61730  
Fax Number: 1-866-497-1263  
Contact Persons: Daryl Johnson, Sara Haliko and Robinn Abel  
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.  
Friday and Saturday 8:00 a.m. to 5:00 p.m.  
Email Address: PHFA@OMC.com  
EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will

end your ownership of the mortgaged property and your right to occupy it.  
If you continue to live in the property after the Sheriff's Sale, a  
lawsuit to remove you and your furnishings and other belongings could  
be started by the lender at any time.  
ASSUMPTION OF MORTGAGE - You      may or      X      may not (CHECK ONE) sell

or transfer your home to a buyer or transferee who will assume the  
mortgage debt, provided that all the outstanding payments, charges and  
attorney's fees and costs are paid prior to or at the sale and that the  
other requirements of the mortgage are satisfied.  
YOU MAY ALSO HAVE THE RIGHT TO:

- \* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE  
DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF  
THIS DEBT.
- \* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- \* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT  
HAD OCCURRED, IF YOU CURED 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.  
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS  
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN  
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.  
(Page 9 of 9)  
OP829 023 RS8

April 20, 2006  
James E Shomo  
5 Lyle Ln  
Coalport PA 16627

Homeowners Name: Sandra J Shomo  
Property Address: 5 Lyle Ln, Coalport PA 16627  
Loan Account No.: 0013875208  
Original Lender: OPTION ONE MORTGAGE CORPORATION  
Current Lender/Servicer: Option One Mortgage Corporation  
HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM  
FORECLOSURE AND HELP YOU MAKE FUTURE  
MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:  
\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND  
\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.  
TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

05-07-06  
LOAN= 0013875208 DATE=04-20 USER=R35 KEY=OP010 VERS=021 TITLE=part 1 PA NOI  
LINES-PER PAGE=NO CONDITIONS=4  
647/0013875208/OP010/1/9/0000000000000

April 20, 2006

Sandra J Shomo  
5 Lyle Ln  
Coalport, PA 16627-

Homeowners Name: Sandra J Shomo  
Property Address: 5 Lyle Ln, Coalport PA 16627

Loan Account No.: 0013875208

Original Lender: OPTION ONE MORTGAGE CORPORATION

Current Lender/Service: Option One Mortgage Corporation

HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM

FORECLOSURE AND HELP YOU MAKE FUTURE

MORTGAGE PAYMENTS

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

- \* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
  - \* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
  - \* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.
- TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

OP010 (Page 1 of 9)

EXHIBIT A

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 designated consumer credit counseling agencies listed at the end of this Notice.  
THIS MEETING MUST OCCUR WITHIN THE NEXT (33) 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,

or you may contact Pennsylvania Housing Finance Agency at 800-342-2397 (Persons with impaired hearing can call (717) 780-1869 or visit the Pennsylvania Housing Finance Agency website at [www.phfa.org](http://www.phfa.org). 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.  
(Page 2 of 9)  
OP010 021 R35

05-07-06 MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
'LOAN= 0013875208 DATE=04-20 USER=R35 KEY=OP011 VERS=016 TITLE=Part 1 PA NOI  
LINES-PER-PAGE=NO CONDITIONS=4  
647/0013875208/OP011/3/9/0000000000000

1c FORM=CKEX PRINTER=P23Z SECURITY=2 PAGE124,131

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.  
(Page 3 of 9)  
OP011 016 R35

Re: Loan No. 0013875208  
 \*\*\*\*\*

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:  
 5 Lyle Ln, Coalport PA 16627

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:  
 (a) Monthly payments: 5 MONTHS @ \$ 1,172.51  
 MONTHS @ \$.00

(b) Previous late charges;	\$ 5862.55
(c) Other charges; Escrow, Inspection, NSF checks	\$ 237.10
(d) Other provisions of the mortgage obligation, if any	\$ 252.28
(e) Other provisions of the mortgage obligation, if any	\$ 0.00
(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED AS OF THIS DATE	\$ 6351.93

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 \$6351.93, 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 send to:

Overnight Mail Address Western Union Quick Collect

4600 Touchton Rd E Pay to: Option One Mortgage Corporation  
Bldg 200 Ste 102 Code City: Optiontax, FL  
Jacksonville, FL 32246

Mailstop: J1 CASH

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.)

Re: Loan No. 0013875208  
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 brings legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.

05-07-06  
LOAN= 0013875208 DATE=04-20 USER=R35  
LINES=PER PAGE=NO CONDITIONS=0

MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
VERS=019 TITLE=Part 3 PA NOI

1c FORM=CKPX PRINTER=PZ3Z SECURITY=2  
PAGE124, 135

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 (7) SEVEN 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.  
(Page 7 of 9)  
OP013 019 R35

05-07-06  
LOAN= 0013875208 DATE=04-20 USER=R35 KEY=OP014 VERS=031 TITLE=Part 4 PA NOI  
LINES-PER-PAGE=NO CONDITIONS=0  
647/0013875208/OP014/8/9/0000000000000

Re: Loan No. 0013875208  
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation  
Address: 4600 Touchton Rd East Bldg 200 Ste 102  
Attn: Daryl Johnson, Sara Haliko and Robinn Abel  
Jacksonville, FL 32246  
Address: 904-996-1730 or 1-800-326-1500 ext. 61730  
Phone Number: 1-866-497-1263  
Fax Number: Daryl Johnson, Sara Haliko and Robinn Abel  
Contact Persons: Monday through Thursday 8:00 a.m. to 8:00 p.m.  
Office hours: Friday and Saturday 8:00 a.m. to 5:00 p.m.

Email Address: PHFA@OMC.com  
EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will

and your ownership of the mortgaged property and your right to occupy it.  
If you continue to live in the property after the Sheriff's Sale, a  
lawsuit to remove you and your furnishings and other belongings could  
be started by the lender at any time.  
ASSUMPTION OF MORTGAGE - You may or X may not (CHECK ONE) sell

or transfer your home to a buyer or transferee who will assume the  
mortgage debt, provided that all the outstanding payments, charges and  
attorney's fees and costs are paid prior to or at the sale and that the  
other requirements of the mortgage are satisfied.  
YOU MAY ALSO HAVE THE RIGHT TO:

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

05-07-06 MSP LETTERWRITER ACTIVITY FOR MONTH OF 04-06  
LOAN= 0013875208 DATE=04-20 USER=R35 KEY=OP014 VERS=031 TITLE=Part 4 PA NOI  
LINES PER-PAGE=NO CONDITIONS=0

1c FORM=CKPX PRINTER=PZ3Z SECURITY=2 PAGE124,137

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION  
BY THE LENDER.  
\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.  
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS  
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN  
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.  
(Page 9 of 9)  
OP014 031 R35

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.

11A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

v.

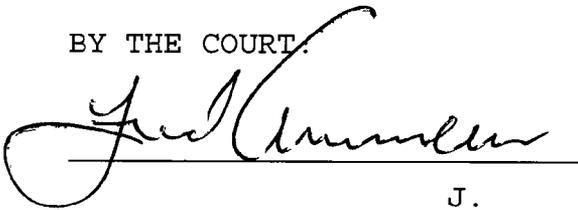
James E. Shomo  
Sandra J. Shomo

Defendant (s)

O R D E R

AND NOW, this 21<sup>ST</sup> day of September, 2006, upon  
consideration of Plaintiff's Motion and the Affidavit of Good Faith  
investigation attached hereto, it is hereby ORDERED that service of  
the Complaint in Mortgage Foreclosure and all subsequent pleadings  
on Defendant(s), James E. Shomo and Sandra J. Shomo, shall be  
complete when Plaintiff or its counsel or agent has mailed true and  
correct copies of the Complaint in Mortgage Foreclosure and all  
subsequent pleadings by certified mail and regular mail to the last  
known address of Defendant(s), James E. Shomo and Sandra J. Shomo  
at 5 Lyle Lane, Coalport, PA 16627 and by posting the mortgaged  
premises located at 5 Lyle Lane, Coalport (Beccaria Township), PA  
16627.

BY THE COURT:

  
J.

FILED <sup>icc</sup>  
9/1:33/61 Amy Udren  
SEP 21 2006 ck

William A. Shaw  
Prothonotary/Clerk of Courts

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 <sup>no cc</sup>  
m/jo:3501  
SEP 20 2006 @

William A. Shaw  
Prothonotary/Clerk of Courts

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo

Defendant (s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

MOTION FOR SPECIAL SERVICE PURSUANT  
TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Mark J. Udren, Esquire, moves this Honorable Court for an Order directing service of the Complaint in Mortgage Foreclosure upon Defendant(s), James E. Shomo and Sandra J. Shomo by regular mail and certified mail and by posting the mortgaged premises and in support thereof avers the following:

1. Process was unable to be served at the then last known address of said Defendant(s) at 5 Lyle Lane, Coalport, PA 16627, which is the mortgaged premises. A copy of the Return of Service is attached hereto as Exhibit A.

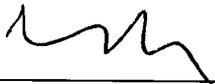
2. Pursuant to Pa.R.C.P. 430, Plaintiff made a Good Faith Investigation, the report thereof being attached hereto as Exhibit B.

3. Said investigation was unable to determine an alternate address for said Defendant(s).

4. The last known address of Defendant(s) is as set forth in the attached Exhibits.

WHEREFORE, Plaintiff prays and respectfully requests that this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint in Mortgage Foreclosure upon said Defendant(s), James E. Shomo and Sandra J. Shomo by regular mail and certified mail and by posting the mortgaged premises.

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  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

NOTE: A sheriff's return of "not found" or the fact that a defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address requires a "good faith effort" to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A2d 603 (1976).

An illustration of a good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As set forth in the Return of Service marked Exhibit A, the Sheriff and/or Process Server has been unable to serve the Complaint in Mortgage Foreclosure. A good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Good Faith Investigation marked Exhibit B.

WHEREFORE, Plaintiff prays and respectfully requests service of the Complaint in Mortgage Foreclosure upon Defendant(s) by regular mail and certified mail and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

By:   
\_\_\_\_\_  
Mark J. Udren, Esquire  
Attorney for Plaintiff

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

Service # 1 of 2 Services

Sheriff Docket # **101655**

WELLS FARGO BANK, N.A.

Case # 06-987-CD

vs.

**COPY**

JAMES E. SHOMO and SANDRA J. SHOMO

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW July 21, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES E. SHOMO, DEFENDANT. ATTEMPTED NOT HOME.

SERVED BY: /

EXHIBIT A

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

Service # 2 of 2 Services

Sheriff Docket # **101655**

WELLS FARGO BANK, N.A.

Case # 06-987-CD

vs.

JAMES E. SHOMO and SANDRA J. SHOMO

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW July 21, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SANDRA J. SHOMO, DEFENDANT. ATTEMPTED NOT HOME.

SERVED BY: /

# Players National Locator, Inc.

## AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: **06060181**

Attorney Firm: **MARK J UDREN & ASSOCIATES**

Case Number:

Subject: **James E Shomo & Sandra J Shomo**

A.K.A.: **Sandra J Treese**

Last Known Address: **5 Lyle Lane  
Coalport, PA 16627**

Last Known Number: **(814) 672-3279**

Melissa Kozma, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Location Specialist for Players National Locator, Inc.
2. On 08/11/2006, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

### CREDIT INFORMATION -

- A. SOCIAL SECURITY NUMBER(S): **194-58-6130 183-52-2713**
- B. EMPLOYMENT SEARCH:  
**We were unable to verify current employment for James E Shomo or Sandra J Shomo.**
- C. INQUIRY OF CREDITORS:  
**Creditors indicated the last reported address for James E Shomo and Sandra J Shomo is 5 Lyle Lane, Coalport, PA 16627 with the home number of (814) 672-3279.**

### INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH:  
**The home number for James E Shomo and Sandra J Shomo is (814) 672-3279, registered to 5 Lyle Lane, Coalport, PA 16627. We called the home number and spoke with James who stated he and Sandra J Shomo are living at 5 Lyle Lane, Coalport, PA 16627.**

### INQUIRY OF NEIGHBORS - N/A

### INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE:  
**As of August 09, 2006 the National Change of Address (NCOA) has no change for James E Shomo or Sandra J Shomo from 5 Lyle Lane, Coalport, PA 16627.**

### MOTOR VEHICLE REGISTRATION -

- A. MOTOR VEHICLE & DMV OFFICE:  
**We were unable to verify current drivers license information for James E Shomo or Sandra J Shomo.**

### OTHER INQUIRIES -

- A. DEATH RECORDS:  
**As of August 09, 2006 the Social Security Administration has no death records on file for James E Shomo or Sandra J Shomo and/or A.K.A's under the social security numbers provided.**

B. PUBLIC LICENSES ( PILOT, REAL ESTATE, ETC. );  
None Found.

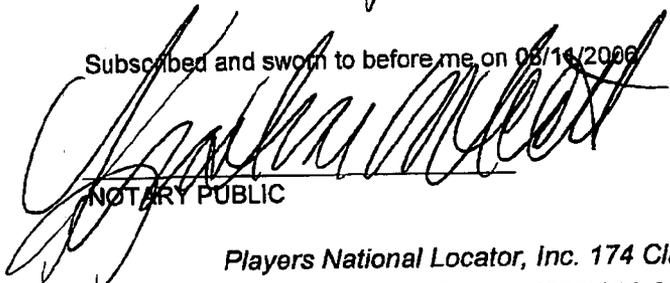
C. COUNTY VOTER REGISTRATION:  
We were unable to confirm a listing with the County Voters Registration Office.

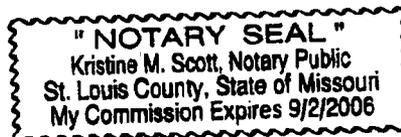
ADDITIONAL INFORMATION ON SUBJECT -

A. DATE OF BIRTH:  
James - April 1963  
Sandra - February 1966

  
AFFIANT Melisea Kozma

Subscribed and sworn to before me on 08/14/2006

  
NOTARY PUBLIC



Players National Locator, Inc. 174 Clarkson Road, Suite 225 St.Louis, MO 63011  
Phone: (636)230-9922 Fax: (636)230-0558

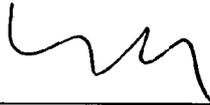
VERIFICATION

Mark J. Udren, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to take this Verification, and that the statements made in the foregoing MOTION FOR SPECIAL SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

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

UDREN LAW OFFICES, P.C.

Date: September 19, 2006

  
\_\_\_\_\_  
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  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

CERTIFICATE OF SERVICE

I, Mark J. Udren, Esquire hereby certify that I have served true and correct copies of the attached Motion For Special Service upon the following person(s) named herein at their last known address or their attorney of record by:

    x     Regular First Class Mail

           Certified Mail

           Other

Date Served: September 19, 2006

TO: James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

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

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.  
James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: September 25, 2006.

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED <sup>no cc</sup>  
m 12:47/61  
SEP 28 2006  
Any pd. 7.00  
2 Compl.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Reinstated  
to Sh ff  
(2)

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

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo

Defendant (s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

FILED No cc  
M 11:25 AM  
OCT 17 2006  
SS

William A. Shaw  
Prothonotary/Clerk of Courts

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Complaint in Mortgage Foreclosure to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

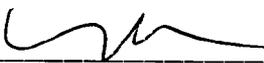
DATE MAILED: 10/9/06

James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

Dated: 10/16/06

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, Esquire  
Attorney for Plaintiff

Udren Law Offices, PC  
Woodcrest Corporate Center  
111 Woodcrest Road  
Suite 200  
Cherry Hill, NJ 08003

James E. Shomo  
5 Lyle Lane  
Coalport, PA 16627

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**CERTIFIED MAIL™**



2229 556T 2000 DTTE 5002  
2229 556T 2000 DTTE 5002

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

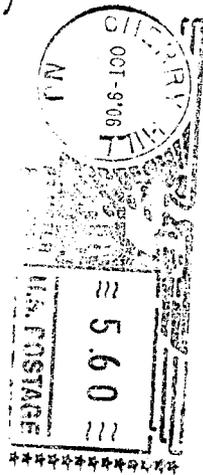
Postage	\$ 1.35
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.60

Postmark  
Here

Sent To James E. Shomo  
Street, Apt. No.,  
or PO Box No. 5 Lyle Lane  
City, State, ZIP+4 COALPORT, PA 16627

PS Form 3800, June 2002

See Reverse for Instructions



**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For values, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.** Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse) 9

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James E. Shomo  
 8 Lyle Lane  
 Coalport, PA 16627

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

AY

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article 7005 3110 0002 1953 8722  
 (Tran)

PS Form 3811, February 2004

Domestic Return Receipt

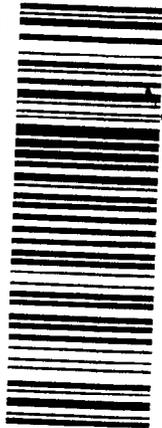
102595-02-M-1540



Udren Law Offices, PC  
 Woodcrest Corporate Center  
 111 Woodcrest Road  
 Suite 200  
 Cherry Hill, NJ 08003

Sandra J. Shomo  
 5 Lyle Lane  
 Coalport, PA 16627

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
 OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**



5T28 ES6T 2000 DTTE 5002  
 5T28 ES6T 2000 DTTE 5002

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.35
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.60</b>

Postmark  
Here

Sent To Sandra J. Shomo  
 Street, Apt. No.,  
 or PO Box No. 5 Lyle Lane  
 City, State, ZIP+4 Coalport, PA 16627

PS Form 3800, June 2002

See Reverse for Instructions



**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.** Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
  - Print your name and address on the reverse so that we can return the card to you.
  - Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:

Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  X  Agent

B. Received by (Printed Name)  Addressee

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail

Registered  Return Receipt for Merchandise

Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number: 7005 3110 0002 1953 8715

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

NIKKI

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

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

v.

James E. Shomo  
Sandra J. Shomo

Defendant(s)

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: November 14, 2006

UDREN LAW OFFICES, P.C.

BY:

Mark J. Udren, Esquire  
Attorney for Plaintiff

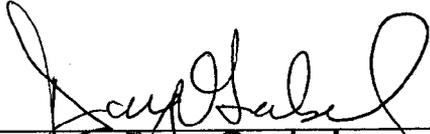
FILED NO  
NOV 14 2006 CC  
William A. Shaw  
Prothonotary/Clerk of Courts

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: June 28, 2016

  
Name: **Dory Goebel**  
Title: Assistant Secretary  
Company: Option One Mortgage Corporation, Attorney-in-fact

James E. Shomo  
Sandra J. Shomo  
Loan #0013875208  
MJU #06060181

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

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-987-CD

**FILED** <sup>NO CC</sup>  
12:31 PM  
DEC 04 2006 @

William A. Shaw  
Prothonotary/Clerk of Courts

**VERIFICATION OF SERVICE**

Based upon information supplied by the Sheriff of Clearfield County, service of the Complaint in Mortgage Foreclosure upon the below listed Defendant(s) was successful in accordance with Pa.R.C.P. 402:

**Defendants:** James Shomo and Sandra Shomo

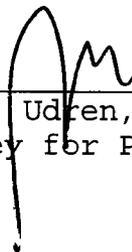
**Place of Service:** 5 Lyle Lane  
Coalport, PA 16627

**Date of Service:** October 5, 2006

On November 27, 2006 Deputy Marilyn Hamm of the Clearfield County Sheriff's Office verbally confirmed via telephone that the Defendants were served by Deputies Margillo and Davis on October 5, 2006 by Posting the premises with the Complaint in Mortgage Foreclosure per Court Order dated September 21, 2006.

Mark J. Udren, Esquire, the undersigned, understands that the statements herein set forth above are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

November 27, 2006

  
\_\_\_\_\_  
Mark J. Udren, Esquire  
Attorney for Plaintiff

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

DOCKET # 101969  
NO: 06-987-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: JAMES E. SHOMO and SANDRA J. SHOMO

**SHERIFF RETURN**

---

NOW, October 05, 2006 AT 10:51 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 5 LYLE LANE, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA. (JAMES E. SHOMO)

SERVED BY: MORGILLO / DAVIS

**FILED**  
07:50 AM  
JAN 11 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 101969  
NO: 06-987-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: JAMES E. SHOMO and SANDRA J. SHOMO

**SHERIFF RETURN**

---

NOW, October 05, 2006 AT 10:51 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 5 LYLE LANE, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA. (SANDRA J. SHOMO)

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101969  
NO: 06-987-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WELLS FARGO BANK, N.A.  
vs.  
DEFENDANT: JAMES E. SHOMO and SANDRA J. SHOMO

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	71205	20.00
SHERIFF HAWKINS	UDREN	71205	64.84

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,



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

FILED *Atty pd.*  
*11:44 AM*  
JAN 31 2007 *20.00*

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates  
6501 Irvine Center Drive  
Ft. Worth, TX 76137  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

William A. Shaw  
Prothonotary/Clerk of Courts  
*Notice to Defs.*  
*Statement to Atty*  
*(GR)*

v.

James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627  
Defendant (s)

NO. 06-987-CD

**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 E. Shomo and Sandra J. Shomo** 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	\$108,887.80
Interest Per Complaint	5,701.10
From 6/9/06 to 1/29/07	
Late charges per Complaint	379.36
From 6/9/06 to 1/29/07	
Escrow payment per Complaint	<u>2,674.77</u>
From 6/9/06 to 1/29/07	
<b>TOTAL</b>	<b><u>\$117,643.03</u></b>

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: 1/31/07

*William A. Shaw*  
PRO PROTHY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo

Defendant (s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

O R D E R

AND NOW, this 21<sup>st</sup> day of September, 2006, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Complaint in Mortgage Foreclosure and all subsequent pleadings on Defendant(s), James E. Shomo and Sandra J. Shomo, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Complaint in Mortgage Foreclosure and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), James E. Shomo and Sandra J. Shomo at 5 Lyle Lane, Coalport, PA 16627 and by posting the mortgaged premises located at 5 Lyle Lane, Coalport (Beccaria Township), PA 16627.

BY THE COURT:

/s/ Fredric J. Ammerman

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

SEP 21 2006

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

06060161

**UDREN LAW OFFICES, P.C.**

WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
SUITE 200

CHERRY HILL, NEW JERSEY 08003-3620  
856-669-5400  
FAX: 856-669-5399

PENNSYLVANIA OFFICE  
215-568-9500  
215-568-1141 FAX

MARK J. UDREN\*  
STUART WINNEG\*\*  
GAYL SPIVAK ORLOFF\*\*\*  
HEIDI R. SPIVAK\*\*\*  
CHRISTOPHER J. FOX\*\*\*  
MARISA JOY MYERS\*\*\*  
LORRAINE DOYLE\*\*  
ALAN M. MINATO\*\*\*  
DWIGHT MICHAELSON\*\*\*  
\*ADMITTED NJ, PA, FL  
\*ADMITTED NJ, PA, FL  
\*\*ADMITTED PA  
\*\*\*ADMITTED NJ, PA  
TINA MARIE RICH  
OFFICE ADMINISTRATOR

FREDDIE MAC  
PENNSYLVANIA  
DESIGNATED COUNSEL

PLEASE RESPOND TO NEW JERSEY OFFICE

Prothonotary of Clearfield County  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: Wells Fargo Bank, N.A., as Trustee for Citigroup Mortgage Loan  
Trust, Series 2004-OPT1, Asset Backed Pass-Through  
Certificates  
vs.  
James E. Shomo  
Sandra J. Shomo  
Clearfield County C.C.P. No. 06-987-CD

To Whom It May Concern:

In connection with the above captioned matter, enclosed please find  
Verification of Service by Certified Mail and Regular Mail Pursuant  
to Court Order. I have enclosed a copy of the first page to be  
time stamped and returned in the enclosed self-addressed stamped  
envelope.

Thank you for your assistance with this matter.

Sincerely yours,

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

/np  
Enclosures

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

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.  
James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Complaint in Mortgage Foreclosure to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

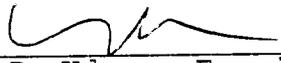
DATE MAILED: 10/9/06

James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

Dated: 10/16/06

UDREN LAW OFFICES, P.C.

  
\_\_\_\_\_  
Mark J. Udren, Esquire  
Attorney for Plaintiff

Udren Law Offices, PC  
 Woodcrest Corporate Center  
 111 Woodcrest Road  
 Suite 200  
 Cherry Hill, NJ 08003

James E. Shomo  
 5 Lyle Lane  
 Coalport, PA 16627

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
 OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**CERTIFIED MAIL™**



2229 E56T 2000 DTTE 5002  
 2229 E56T 2000 DTTE 5002

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

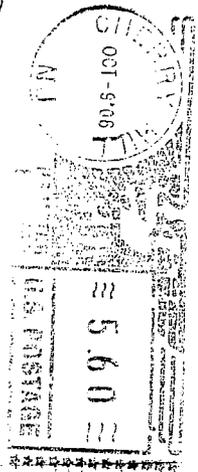
Postage	\$ 1.35
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.60</b>

Postmark  
Here

Sent To James E. Shomo  
 Street, Apt. No.,  
 or PO Box No. 5 Lyle Lane  
 City, State, ZIP+4 Coalport, PA 16627

PS Form 3800, June 2002

See Reverse for Instructions



**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For values, please consider insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.** Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James E. Shomo  
 4 Lyle Lane  
 Coalport, PA 16627

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  X  Agent
- B. Received by (Printed Name)  Addressee
- C. Date of Delivery
- D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- Certified Mail
  - Registered
  - Insured Mail
  - Express Mail
  - Return Receipt for Merchandise
  - C.O.D.
4. Restricted Delivery? (Extra Fee)  Yes

2. Article 2005 3110 0002 1953 8722

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



Udren Law Offices, PC  
 Woodcrest Corporate Center  
 111 Woodcrest Road  
 Suite 200  
 Cherry Hill, NJ 08003

Sandra J. Shomo  
 5 Lyle Lane  
 Coalport, PA 16627

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
 OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**CERTIFIED MAIL™**



5T28 ES6T 2000 OTTE 5002  
 5T28 ES6T 2000 OTTE 5002

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.35
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.60</b>

Postmark  
Here

Sent To Sandra J. Shomo  
 Street, Apt. No.,  
 or PO Box No. 5 Lyle Lane  
 City, State, ZIP+4 Coalport, PA 16627

PS Form 3800, June 2002

See Reverse for Instructions



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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
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PS Form 3811, June 2002 (Reverse)

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- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) \_\_\_\_\_

C. Date of Delivery \_\_\_\_\_

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail

Registered  Return Receipt for Merchandise

Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number: 7005 3110 0002 1953 8715

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

NIKKI

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

Wells Fargo Bank, N.A., as Trustee for  
Citigroup Mortgage Loan Trust, Series 2004-  
OPT1, Asset Backed Pass-Through Certificates  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

James E. Shomo  
Sandra J. Shomo  
Defendant(s)

NO. 06-987-CD

TO: James E. Shomo  
5 Lyle Lane  
Coalport, PA 16627

DATE of Notice: November 1, 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.

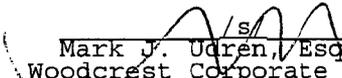
LAWYER REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

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

SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE  
David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
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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

Wells Fargo Bank, N.A., as Trustee for  
Citigroup Mortgage Loan Trust, Series 2004-  
OPT1, Asset Backed Pass-Through Certificates  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

James E. Shomo  
Sandra J. Shomo  
Defendant (s)

NO. 06-987-CD

TO: Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

DATE of Notice: November 1, 2006

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SERVICIO DE REFERENCIA LEGAL  
LAWYER REFERRAL SERVICE  
David S. Meholick  
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/s/  
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  
856-669-5400

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-987-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY

:

SS

COUNTY OF CAMDEN

:

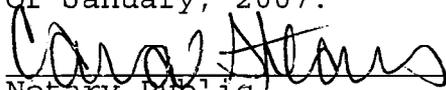
THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Servicemembers' Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100), and that the age and last known residence and employment of each Defendant are as follows:

Defendant: James E. Shomo  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Defendant: Sandra J. Shomo  
Age: Over 18  
Residence: As captioned above  
Employment: Unknown

Name: MARK J. UDREN, ESQ.  
Title: ATTORNEY FOR PLAINTIFF  
Company: UDREN LAW OFFICES, P.C.

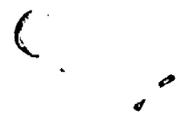
Sworn to and subscribed  
before me this 29<sup>th</sup> day  
of January, 2007.

  
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  
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ATTORNEY FOR PLAINTIFF



Wells Fargo Bank, N.A., as  
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v.

James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County  
MORTGAGE FORECLOSURE

NO. 06-987-CD

TO: James E. Shomo  
5 Lyle Lane  
Coalport, PA 16627

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.

*Prothonotary* *1131107*

- 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  
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Wells Fargo Bank, N.A., as  
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Plaintiff

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Prothonotary *[Signature]* 11/3/07  
BT

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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



Wells Fargo Bank, N.A.  
Citigroup Mortgage Loan Trust, Inc.  
Plaintiff(s)

No.: 2006-00987-CD

Real Debt: \$117,643.03

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James E. Shomo  
Sandra J. Shomo  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 31, 2007

Expires: January 31, 2012

Certified from the record this 31st day of January, 2007.

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  
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ATTORNEY FOR PLAINTIFF

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Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-987-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue Writ of Execution in the above matter:

Amount due \$117,643.03

Interest From 1/30/07

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

Ongoing Per Diem of \$24.26

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

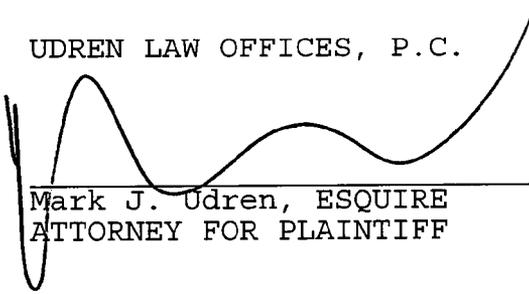
(Costs to be added)

\$ \_\_\_\_\_

Prothonotary costs

132.00

UDREN LAW OFFICES, P.C.

  
\_\_\_\_\_  
Mark J. Udren, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**FILED** Any pd. 20.00  
m 11:54/07 ICC & Le writs  
JAN 31 2007 w/prop. descr.  
to Shff

William A. Shaw  
Prothonotary/Clerk of Courts

(6R)

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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v.

James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-987-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
- ( X ) 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

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-987-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

Wells Fargo Bank, N.A., as Trustee for Citigroup Mortgage Loan Trust, Series 2004-OPT1, Asset Backed Pass-Through Certificates, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praeceptum for the Writ of Execution was filed the following information concerning the real property located at: 5 Lyle Lane (Beccaria Township), Coalport, PA 16627

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

Name

Address

James E. Shomo

5 Lyle Lane  
Coalport, PA 16627

Sandra J. Shomo

5 Lyle Lane  
Coalport, PA 16627

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

Christoff Mitchell  
Petroleum, Inc.

P.O. Box 669  
Phillipsburg, PA 16866

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

Name	Address
Wells Fargo Bank, N.A., as Trustee for Citigroup Mortgage Loan Trust, Series 2004-OPT1, Asset Backed Pass-Through Certificates	6501 Irvine Center Drive Ft. Worth, TX 76137

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

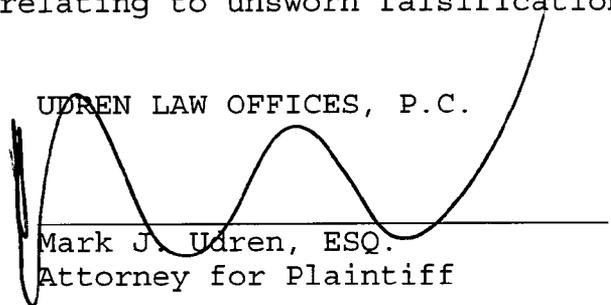
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name	Address
Tenants/Occupants	5 Lyle Lane (Beccaria Township) Coalport, PA 16627

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.

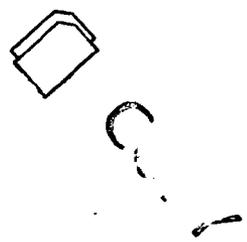
DATED: January 29, 2007

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



Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-987-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: 5 Lyle Lane  
(Beccaria Township)  
Coalport, PA 16627  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$117,643.03

Interest From 1/30/07  
to Date of Sale \_\_\_\_\_  
Ongoing Per Diem of \$24.26  
to actual date of sale including if sale is  
held at a later date

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

Prothonotary costs 132.00

By William J. Udren  
Prothonotary  
Clerk

Date 1/31/07



ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Youngkin; thence along the line of said Youngkin lands South 70° 25' West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South 10° 26' East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South 82° 12' East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres all as is more fully shown on a survey prepared by George A. Cree, R.S. and dated September 24, 1990, a copy of which survey is attached hereto and made a part hereof.

BEING KNOWN AS: 5 LYLE LANE  
(BECCARIA TOWNSHIP)  
COALPORT, PA 16627

PROPERTY ID NO.: 101-H18-675-00024 CONTROL NO.: 101-0-13867

TITLE TO SAID PREMISES IS VESTED IN JAMES E. SHOMO AND SANDRA J. SHOMO, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES BY DEED FROM MERLE H. BLOOM AND LINDA L. BLOOM, HUSBAND AND WIFE DATED 1/18/1991 RECORDED 1/23/1991 IN DEED BOOK 1382 PAGE 168.

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

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates  
6501 Irvine Center Drive  
Ft. Worth, TX 76137  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

NO. 06-987-CD

Defendant(s)

**FILED**

APR 23 2007  
M/2:15/1  
William A. Shaw (6K)  
Prothonotary/Clerk of Courts  
no C/C

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the notice of sheriff sale to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

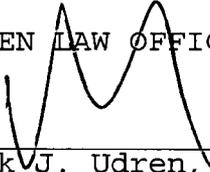
DATE MAILED: March 7, 2007

James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

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

Dated: April 16, 2007

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, Esquire

1/11/00 571

TO: Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

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

NOTICE OF SHERIFF'S SALE OF

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**



9541 1246 1000 0190 9002

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 39	Postmark Here
Certified Fee	2.40	
Return Receipt Fee (Endorsement Required)	1.85	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.64	

Sent To  
 Sandra J. Shomo  
 Street, Apt. # or PO Box No. 5 Lyle Lane  
 City, State, Z. Coalport, PA 16627

PS Form 3800, June 2002 See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is **not** available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a **Return Receipt** may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.** Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

5/11

2. Article Number  
(Transfer from service label)

7006 0810 0001 9471 1456

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

WAC 5/1

UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08303

TO: James E. Shomo  
5 Lyle Lane  
Coalport, PA 16627

Your house (real estate) at 5 Lyle Lar

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**



7000 0810 0000 1190 9000  
E94T 1246 1000 0190 9002  
E94T 1246 1000 0190 9002

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.39	Postmark Here
Certified Fee	2.40	
Return Receipt Fee (Endorsement Required)	1.85	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.64	

Sent To  
 Street, Apt. No.,  
 or PO Box No. James E. Shomo  
 5 Lyle Lane  
 City, State, ZIP+4 Coalport, PA 16627

PS Form 3800, June 2002 See Reverse for Instructions

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.** Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James E. Shomo  
5 Lyle Lane  
Coalport, PA 16627

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail

Registered  Return Receipt for Merchandise

Insured Mail  NO D.

4. Restricted Delivery? (Extra Fee)  Yes

*MAC 571*

2. Article Number (Transfer from service label) 7006 0810 0001 9472 1463

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

O R D E R

AND NOW, this 21<sup>st</sup> day of September, 2006, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Complaint in Mortgage Foreclosure and all subsequent pleadings on Defendant(s), James E. Shomo and Sandra J. Shomo, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Complaint in Mortgage Foreclosure and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), James E. Shomo and Sandra J. Shomo at 5 Lyle Lane, Coalport, PA 16627 and by posting the mortgaged premises located at 5 Lyle Lane, Coalport (Beccaria Township), PA 16627.

BY THE COURT:

/s/ Fredric J. Ammerman

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

SEP 21 2006

Attest.

*William A. Shomo*  
Prothonotary/  
Clerk of Courts

06060151

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

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

*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 COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1	SHOMO	James E. Shomo 5 Lyle Lane, Coalport, PA 16627											
2		Sandra J. Shomo 5 Lyle Lane, Coalport, PA 16627											
3	06060181												
4													
5	06-987-CD												
6													
7	CLEAR FIELD												
8													
9	HENNI												
10													
11	05/04/2007												
12													
13													
14													
15													

Total number of Pieces Listed by Sender 2

Total Number of Pieces Received at Post Office 2

Postmaster, Per (Name of Receiving Employee) JK

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece 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 postal insurance. See Domestic Mail Manual R930, S91.3, and S92.1 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 fourth class parcels.

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

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates  
6501 Irvine Center Drive  
Ft. Worth, TX 76137  
Plaintiff

v.

James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

FILED

APR 30 2007  
11:50/wn  
William A. Shaw  
Prothonotary/Clerk of Courts  
No 4

**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 Praecipe 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: April 16, 2007

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

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
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Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-987-CD

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1**

Wells Fargo Bank, N.A., as Trustee for Citigroup Mortgage Loan Trust, Series 2004-OPT1, Asset Backed Pass-Through Certificates, Plaintiff in the above action, by its attorney, Mark J. Udren, ESQ., sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 5 Lyle Lane(Beccaria Township), Coalport, PA 16627

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

James E. Shomo 5 Lyle Lane  
Coalport, PA 16627

Sandra J. Shomo 5 Lyle Lane  
Coalport, PA 16627

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

Christoff Mitchell P.O. Box 669  
Petroleum, Inc. Phillipsburg, PA 16866

BCI Municipal Authority Cressview Street Po Box 388 Irvona, PA  
16656

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

Wells Fargo Bank, N.A.,  
as Trustee for Citigroup  
Mortgage Loan Trust, Series  
2004-OPT1, Asset Backed  
Pass-Through Certificates

6501 Irvine Center Drive  
Ft. Worth, TX 76137

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, Bureau of Compliance, PO Box 281230  
Department of Revenue 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:

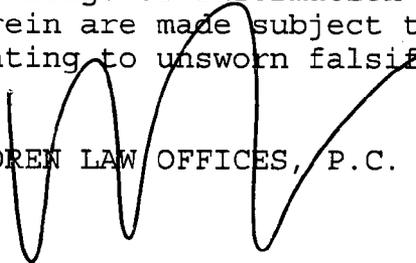
Name Address

Tenants/Occupants 5 Lyle Lane  
(Beccaria Township)  
Coalport, PA 16627

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.

UDREN LAW OFFICES, P.C.

DATED: April 16, 2007

  
\_\_\_\_\_  
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

Wells Fargo Bank, N.A., as Trustee for  
Citigroup Mortgage Loan Trust, Series  
2004-OPT1, Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

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

**OWNER(S): James E. Shomo & Sandra J. Shomo**

**PROPERTY: 5 Lyle Lane, (Beccaria Township) Coalport, PA 16627**

**Improvements: RESIDENTIAL DWELLING**

The above captioned property is scheduled to be sold at the **Clearfield** County Sheriff's Sale on **May 4, 2007**, 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.  
 111 WOODCREST ROAD, SUITE 200  
 CHERRY HILL, NJ 08003

ATTN: Henni Crommarty

Registered  
 Insured  
 COD  
 Certified

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

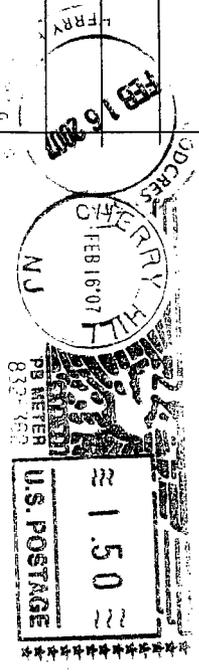
Check appropriate block for Registered Mail:  
 With Postal Insurance  
 Without postal insurance

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

Postmark and Date of Receipt

R.R. Fee  
 S.D. Fee  
 S.H. Fee  
 Rst. Del. Fee  
 Remarks

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1		REAL ESTATE TAX DEPT. 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830											
2		DOMESTIC RELATIONS SECTION 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PA 16830											
3		PA DEPT OF REVENUE, BUREAU OF COMPLIANCE, P.O. BOX 281230, HARRISBURG, PA 17128-1230											
4	06-987-CD	TENANTS/OCCUPANTS 5 LYLE LANE, (BEGCARIA TOWNSHIP) COALPORT, PA 16627											
5		Christoff Mitchell Petroleum, Inc. P.O. Box 669, Phillipsburg, PA 16866											
6													
7													
8													
9													
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 Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece 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 postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.								



5  
 5  
 JLR

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

James E. Shomo and Sandra J. Shomo; #06060181 (Clearfield)

EXHIBIT A

Name and Address of Sender  
**UDREN LAW OFFICES, P.C.**  
**WOODCREST CORPORATE CENTER**  
**111 WOODCREST ROAD**  
**CERRY HILL, NEW JERSEY 08003**

Registered  
 Insured  
 COD  
 Certified

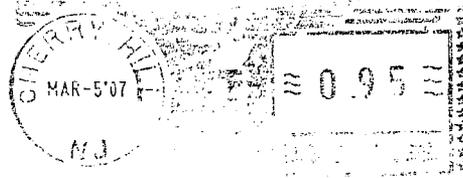
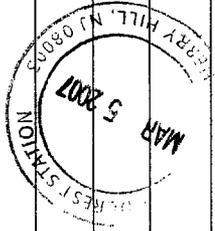
Return Receipt for Merchandise  
 Inlt Recorded Del.  
 Express Mail

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

Affix stamp here if issued as certificate of mailing or for additional copies of this bill

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 COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
1	SHOMO	BCI Municipal Authority Crossview Street P. O. Box 388 Ivona, PA 16656											
2													
3	06060181												
4													
5	06-987-CD												
6													
7	Clearfield												
8													
9	Henni												
10													
11	05/04/2007												
12													
13													
14													
15													
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per Name of Receiving Employer		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece 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 postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.								



**EXHIBIT A**

PS Form 3877, February 1994

Form Must be Completed by Typewriter, Ink or Ball Point Pen

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

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates  
6501 Irvine Center Drive  
Ft. Worth, TX 76137  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

NO. 06-987-CD

Defendant (s)

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the notice of sheriff sale to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

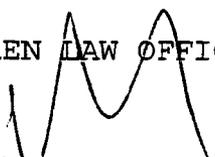
DATE MAILED: March 7, 2007

James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

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

Dated: April 16, 2007

UDREN LAW OFFICES, P.C.

  
Mark J. Udren, Esquire

**EXHIBIT B**

MMA 571

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

TO: Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

NOTICE OF SHERIFF'S SALE OF

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**



9541T 1246 1000 0180 9002  
9541T 1246 1000 0180 9002

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$ 39	Postmark Here
Certified Fee	2.40	
Return Receipt Fee (Endorsement Required)	1.85	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.64	

Sent To  
 Sandra J. Shomo  
 Street, Apt. A  
 or PO Box No. 5 Lyle Lane  
 City, State, Z. Coalport, PA 16627

PS Form 3800, June 2002 See Reverse for Instructions

**EXHIBIT B**

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail, Priority Mail, or Registered Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.** Internet access to delivery information is not available on mail addressed to APOs and FPOs.

(Reverse) PS Form 3811, June 2002

**EXHIBIT B**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name)  C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- G.O.D.

4. Restricted Delivery? (Extra Fee)  Yes  No

WAC

571

2. Article Number 7006 0810 0001 9471 1456  
(Transfer from service label)  
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

WAC 5/1

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

TO: James E. Shomo  
5 Lyle Lane  
Coalport, PA 16627

Value (real estate) at 5 Lyle Lane

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AL DOTTED LINE  
**CERTIFIED MAIL**<sup>TM</sup>



9441 1246 1000 0180 9002  
9441 1246 1000 0180 9002

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.39	Postmark Here
Certified Fee	2.40	
Return Receipt Fee (Endorsement Required)	1.85	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.64	

Sent To  
 Street, Apt. No.,  
 or PO Box No. James E. Shomo  
 5 Lyle Lane  
 City, State, ZIP+4 Coalport, PA 16627

PS Form 3800, June 2002 See Reverse for Instructions

**EXHIBIT B**

VAC 571

James E. Shomo  
 5 Lyle Lane  
 Coalport, PA 16627

2. Article Number 7006 0810 0001 9471 1463  
*(Transfer from service label)*

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  X

B. Received by (*Printed Name*)  Agent  
 Addressee

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail

Registered  Return Receipt for Merchandise

Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
 Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 06-987-CD

v.

James E. Shomo  
Sandra J. Shomo

Defendant (s)

O R D E R

AND NOW, this 21<sup>st</sup> day of September, 2006, upon consideration of Plaintiff's Motion and the Affidavit of Good Faith investigation attached hereto, it is hereby ORDERED that service of the Complaint in Mortgage Foreclosure and all subsequent pleadings on Defendant(s), James E. Shomo and Sandra J. Shomo, shall be complete when Plaintiff or its counsel or agent has mailed true and correct copies of the Complaint in Mortgage Foreclosure and all subsequent pleadings by certified mail and regular mail to the last known address of Defendant(s), James E. Shomo and Sandra J. Shomo at 5 Lyle Lane, Coalport, PA 16627 and by posting the mortgaged premises located at 5 Lyle Lane, Coalport (Beccaria Township), PA 16627.

BY THE COURT:

/s/ Fredric J. Ammerman

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

SEP 21 2006

Attest

*William A. ...*  
Prothonotary/  
Clerk of Court

**EXHIBIT B**

06060161

Name and Address Of Sender **UDREN LAW OFFICES, P.C. WOODCREST CORPORATE CENTER 111 WOODCREST ROAD CHERRY HILL, NEW JERSEY 08003**

Registered  Return Receipt for Merchandise  Insured  Int'l Recorded Del.  COD  Express Mail  Certified

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

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R.R. Fee	S.D. Fee	S.H. Fee	Remarks
1	SHOMO	James E. Shomo 5 Lyle Lane, Coalport, PA 16627										
2		Sandra J. Shomo 5 Lyle Lane, Coalport, PA 16627										
3	06060181											
4												
5	06-987-CD											
6												
7	CLEAR FIELD											
8												
9	HENNI											
10												
11	05/04/2007											
12												
13												
14												
15												
Total number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)		<p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece 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 postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.</p>						



**EXHIBIT**

**B**

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

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates  
6501 Irvine Center Drive  
Ft. Worth, TX 76137  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.  
James E. Shomo  
Sandra J. Shomo  
5 Lyle Lane  
Coalport, PA 16627  
Defendant(s)

NO. 06-987-CD

FILED <sup>Pl \$700</sup> <sup>Att</sup>  
M/J: 47um  
SEP 27 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
1cc, 1 cert  
of disc'd  
1 cert of sat  
issued to  
Att, Udren

PRAECIPE TO MARK SETTLED, DISCONTINUED AND  
ENDED AND SATISFY JUDGMENT

TO THE PROTHONOTARY:

Kindly mark the above captioned matter SETTLED,  
DISCONTINUED AND ENDED AND JUDGMENT SATISFIED, upon payment of  
your costs only.

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

DATED: May 22, 2007

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2006-00987-CD

Wells Fargo Bank, N.A.  
Citigroup Mortgage Loan Trust, Inc.

Debt: \$117,643.03

Vs.

Atty's Comm.:

James E. Shomo  
Sandra J. Shomo

Interest From:

Cost: \$7.00

NOW, Thursday, September 27, 2007, directions for satisfaction having been received,  
and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 27th day of September, A.D. 2007.

  
\_\_\_\_\_  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

2006-00987-CD

Wells Fargo Bank, N.A.  
Citigroup Mortgage Loan Trust, Inc.

Vs.

No. 2006-00987-CD

James E. Shomo  
Sandra J. Shomo

CERTIFICATE OF DISCONTINUATION

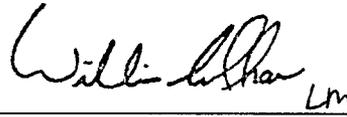
Commonwealth of PA  
County of Clearfield

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, 2007, marked:

Settled, Discontinued and ended

Record costs in the sum of \$139.00 have been paid in full by Mark J. Udren 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. 2007.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20522  
NO: 06-987-CD

PLAINTIFF: WELLS FARGO BANK, N.A., AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST, SERIES 2004-OPT1, ASSET BACKED PASS-THROUGH CERTIFICATES  
vs.  
DEFENDANT: JAMES E. SHOMO AND SANDRA J. SHOMO

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 01/31/2007

LEVY TAKEN 02/22/2007 @ 11:05 AM

POSTED 02/22/2007 @ 11:05 AM

SALE HELD

SOLD TO

WRIT RETURNED 10/26/2007

DATE DEED FILED **NOT SOLD**

**FILED**  
02/22/2007  
OCT 26 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

02/22/2007 @ 11:05 AM SERVED JAMES E. SHOMO

SERVED JAMES E. SHOMO, DEFENDANT, AT HIS RESIDENCE 5 LYLE LANE, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TYLER WAGNER, ADULT AT RESIDENCE

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.

02/22/2007 @ 11:05 AM SERVED SANDRA J. SHOMO

SERVED SANDRA J. SHOMO, DEFENDANT, AT HER RESIDENCE 5 LYLE LANE, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TYLER WAGNER, ADULT AT RESIDENCE

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.

02/23/2007 @ SERVED JAMES E. SHOMO

SERVED JAMES E. SHOMO, DEFENDANT, BY REG. & CERT. MAIL PER COURT ORDER TO 5 LYLE LANE, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145072834. CERT MAIL RETURNED UNCLAIMED 3/14/07.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

02/23/2007 @ SERVED SANDRA J. SHOMO

SERVED JAMES W. SHOMO, DEFENDANT, BY REG. & CERT MAIL PER COURT ORDER TO 5 LYLE LANE, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA, CERT #70060810000145072841.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

@ SERVED

NOW, APRIL 27, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF'S SALE SCHEDULED FOR MAY 4, 2007. THE AMOUNT OF \$95,813.00 WAS RECEIVED TO PAY OFF THE LOAN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20522  
NO: 06-987-CD

PLAINTIFF: WELLS FARGO BANK, N.A., AS TRUSTEE FOR CITIGROUP MORTGAGE LOAN TRUST, SERIES 2004-OPT1, ASSET BACKED PASS-THROUGH CERTIFICATES

vs.

DEFENDANT: JAMES E. SHOMO AND SANDRA J. SHOMO

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$2,140.26

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,



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

Wells Fargo Bank, N.A., as  
Trustee for Citigroup Mortgage  
Loan Trust, Series 2004-OPT1,  
Asset Backed Pass-Through  
Certificates

Plaintiff

v.

James E. Shomo  
Sandra J. Shomo

Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

MORTGAGE FORECLOSURE

NO. 06-987-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:

5 Lyle Lane  
(Beccaria Township)  
Coalport, PA 16627  
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$117,643.03

Interest From 1/30/07  
to Date of Sale \_\_\_\_\_  
Ongoing Per Diem of \$24.26  
to actual date of sale including if sale is  
held at a later date

(Costs to be added) \$ \_\_\_\_\_  
Prothonotary costs 132.00

By William [Signature]  
Prothonotary  
Clerk

Date 1/31/07

Received January 31, 2007 @ 3:00 P.M.  
Cheston G. Hawkins  
by Cynthia Butler-Cayton



ALL that certain piece or parcel of land situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly line of an access road and on the line of lands now or formerly of Youngkin; thence along the line of said Youngkin lands South 70° 25' West 342.90 feet to an iron pin on line of lands now or formerly of Noel; thence along the line of said Noel lands South 10° 26' East 447.77 feet to an existing iron pin on line of lands now or formerly of Gill; thence along the line of said Gill lands South 82° 12' East 351.54 feet to an existing iron pin on line of lands now or formerly of Beers; thence along the line of said Beers lands and through an iron pin North 10° West 612.22 feet to an iron pin, the place of beginning. Containing 4.092 acres all as is more fully shown on a survey prepared by George A. Crec, R.S. and dated September 24, 1990, a copy of which survey is attached hereto and made a part hereof.

BEING KNOWN AS:           5 LYLE LANE  
                              (BECCARIA TOWNSHIP)  
                              COALPORT, PA 16627

PROPERTY ID NO.: 101-H18-675-00024   CONTROL NO.: 101-0-13867

TITLE TO SAID PREMISES IS VESTED IN JAMES E. SHOMO AND SANDRA J. SHOMO, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES BY DEED FROM MERLE H. BLOOM AND LINDA L. BLOOM, HUSBAND AND WIFE DATED 1/18/1991 RECORDED 1/23/1991 IN DEED BOOK 1382 PAGE 168.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JAMES E. SHOMO

NO. 06-987-CD

NOW, October 26, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of James E. Shomo And Sandra J. Shomo to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$95,813.00 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	27.16
LEVY	15.00
MILEAGE	27.16
POSTING	15.00
CSDS	10.00
COMMISSION	1,916.26
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	95,813.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$2,140.26</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	117,643.03
INTEREST @ 24.2600	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$117,683.03</b>

**COSTS:**

ADVERTISING	390.58
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	2,140.26
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,842.84</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

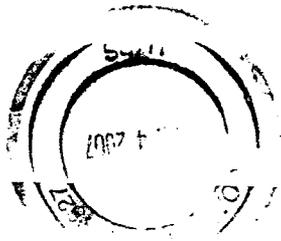
1. Article Addressed to:  
  
SANDRA J. SHOMO  
51 YLE LANE  
COALPORT, PA 16627

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  X  Agent  Addressee
- B. Received by (Printed Name)  C. Date of Delivery
- D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

- 3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.
- 4. Restricted Delivery? (Extra Fee)  Yes

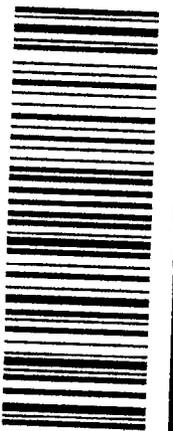
2. Article Number (Transfer from service label) 7006 0810 0001 4507 2841  
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540





**CHESTER A. HAWKINS**  
**SHERIFF**  
 COURTHOUSE  
 1 NORTH SECOND STREET - SUITE 116  
 CLEARFIELD, PENNSYLVANIA 16830

**CERTIFIED MAIL™**



7006 0810 0001 4507 2841

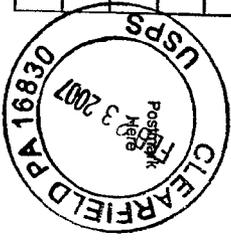
*MNC*  
 SANDRA J. SHOMO  
 5 LYLELANE  
 COALPORT PA 16697

NIXIE 165 1 25 03/12/07  
 RETURN TO SENDER  
 UNCLAIMED  
 UNABLE TO FORWARD  
 BC: 16830247201 \*0596-05879-12-25  
 168302472

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

**OFFICIAL USE**

Postage	\$ .63
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.88</b>



Sent To

Street, Apt. No.,  
 or PO Box No. SANDRA J. SHOMO  
 5 LYLELANE  
 City, State, Zip+4 COALPORT, PA 16627

PS Form 3800, June 2002

See Reverse for Instructions

7006 0810 0001 4507 2841

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

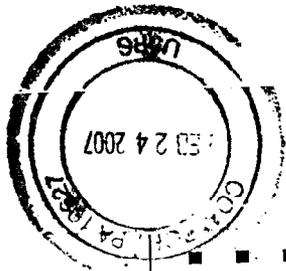
**CERTIFIED MAIL**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

JAMES W. SHOMO  
51 LYLE LANE  
COALPORT, PA 16827



**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name)  Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  Express Mail  
 Certified Mail  Return Receipt for Merchandise  
 Registered  C.O.D.  
 Insured Mail

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)  
PS Form 3811, February 2004

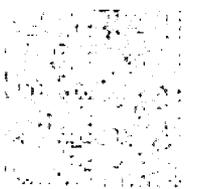
7006 0810 0001 4507 2834  
Domestic Return Receipt

102595-02-M-1540



**CHESTER A. HAWKINS**  
**SHERIFF**  
 COURTHOUSE  
 1 NORTH SECOND STREET - SUITE 116  
 CLEARFIELD, PENNSYLVANIA 16830

7006 0810 0001 4507 2834

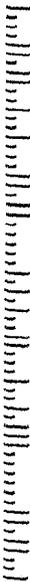


US POSTAGE

*UAC*  
 JAMES W. SHOMO  
 5 LYLE LANE  
 COALPORT, PA 16827

NIXIE 165 1 25 03/12/07  
 RETURN TO SENDER  
 UNCLAIMED  
 UNABLE TO FORWARD

168302472



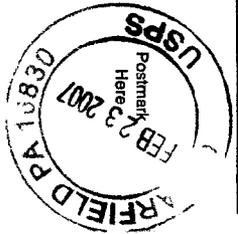
BC: 16830247201 \*0596-05878-12-25

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only. No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 63
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To: JAMES W. SHOMO  
 Street, Apt. No.: 5 LYLE LANE  
 or PO Box No.: COALPORT, PA 16827  
 City, State, ZIP+4:

PS Form 3800, June 2002 See Reverse for Instructions

7006 0810 0001 4507 2834

**UDREN LAW OFFICES, P.C.**

**WOODCREST CORPORATE CENTER**

**111 WOODCREST ROAD**

**SUITE 200**

**CHERRY HILL, NEW JERSEY 08003-3620**

**856. 669. 5400**

**FAX: 856. 669. 5399**

**PENNSYLVANIA OFFICE**

**215-568-9500**

**MARK J. UDREN\***  
**STUART WINNEG\*\***  
**GAYL SPIVAK ORLOFF\*\*\***  
**HEIDI R. SPIVAK\*\*\***  
**MARISA JOY COHEN\*\*\*\***  
**LORRAINE DOYLE\*\***  
**ALAN M. MINATO\*\*\*\***  
**\*ADMITTED NJ, PA, PE**  
**\*\*ADMITTED PA**  
**\*\*\*ADMITTED NJ, PA**  
**TINA MARIE RICH**  
**OFFICE ADMINISTRATOR**

**FREDDIE MAC**  
**PENNSYLVANIA**  
**DESIGNATED COUNSEL**

**PLEASE RESPOND TO NEW JERSEY OFFICE**

April 27, 2007

Sent via telefax #814-765-6767  
and Regular Mail

Clearfield County Sheriff's Office  
Clearfield County Courthouse  
1 North Second Street  
Suite 116  
Clearfield, PA 16830  
ATTN: Cindy

Re: Wells Fargo Bank, N.A., as Trustee for Citigroup Mortgage Loan  
Trust, Series 2004-OPT1, Asset Backed Pass-Through  
Certificates

vs.

James E. Shomo & Sandra J. Shomo  
Clearfield County C.C.P. No. 06-987-CD  
Premises: 5 Lyle Lane (Beccaria Township) Coalport, PA 16627  
SS Date: May 4, 2007

Dear Cindy:

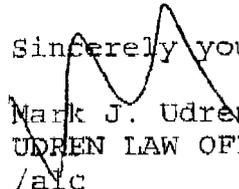
Please stay the Sheriff's Sale scheduled for May 4, 2007.

Sale is stayed for the following reason:

Loan paid off. Monies collected in the amount of \$95,813.00.

Thank you for your attention to this matter.

Sincerely yours,

  
Mark J. Udren  
UDREN LAW OFFICES, P.C.  
/a/c