

06-1119-CD
Vanderbilt Mort. Vs Lorrain Cowder

Vanderbilt Mortgage vs Lorrain Cowder
2006-1119-CD

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
ID. Nos. 04267 / 85165
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

Attorneys for Plaintiff

FILED *Atty. pd. 85.00*
12:45 PM
JUL 13 2006
(S) ICCShff
William A. Shaw
Prothonotary/Clerk of Courts

Vanderbilt Mortgage & Finance, Inc.,

PLAINTIFF,

v.

Lorrain J. Cowder
800 Oak Ridge Rd.
Madera, PA 16661

DEFENDANT.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO: *06-1119-CD*

CIVIL ACTION

MORTGAGE FORECLOSURE

**COMPLAINT - CIVIL ACTION
NOTICE TO DEFEND**

NOTICE

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

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

**Lawyer Referral Service
David S. Meholck, Court Admin.
230 E. Market St.
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 defiende, 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 edades 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 TELFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTANCIA LEGAL.

**Lawyer Referral Service
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230 E. Market St.
Clearfield, PA 16830
(814) 765-2641 Ext. 5982**

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
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Attorneys for Plaintiff

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Lorrain J. Cowder
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IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO:

CIVIL ACTION

MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Vanderbilt Mortgage & Finance, Inc., by and through its undersigned attorney, Richard M. Squire, Esquire, brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, Vanderbilt Mortgage & Finance, Inc. ("Plaintiff"), is a corporation with its principal place of business at 500 Alcoa Trail Maryville TN 37804.
2. Defendant, Lorrain J. Cowder, is the real owner, mortgagor, and grantee in the last Deed of record to the real property located at HC 1, Box 100 Madera, PA 16661 (hereinafter referred to as "Premises"). Defendant resides in a 2000 Skyliner Mobile Home unit at 800 Oak Ridge Rd. Madera, PA 16661.
3. On 08/12/1999 Defendant, Lorrain J. Cowder, made, executed, and delivered a Mortgage for the benefit of Vanderbilt Mortgage & Finance, Inc. as security for Defendant's, payment and

other obligations under a promissory note executed by Defendant on the same date in consideration of a loan made to Defendant by Plaintiff. Said Mortgage is recorded in the Office of the Recorder in and for Clearfield County as Instrument No. 199911999, and is incorporated herein by reference by virtue of Pa. R.C.P. §1019(g).

4. The Plaintiff is in the process of preparing a formal legal assignment.
5. Plaintiff is, therefore, either the original mortgagee named in the Mortgage, the legal successor-in-interest to the original mortgagee, or is the present holder of the Mortgage by virtue of the above-described assignment.
6. The Premises, which is subject to the aforesaid Mortgage is described in Exhibit "A," attached hereto and incorporated herein by reference. The address of the Premises is HC 1, Box 100, Madera, PA 16661.
7. The aforesaid Mortgage is in default because the required monthly payments due under the terms of the aforesaid promissory note and Mortgage have not been made from 08/11/2005 through the present date. By the terms of the aforesaid Mortgage, upon breach and failure to cure said breach after written notice, all sums secured by said Mortgage shall be immediately due and owing.
8. The terms of the aforesaid Mortgage further provide that, in the event of default, Defendant shall be liable for Plaintiff's costs and attorney's fees.

9. The following amounts are due as of July 11, 2006:

Principal	\$56,299.45
Accrued Interest through July 11, 2006	\$5,146.63
Late Charges	\$342.49
Attorney's Fees	\$2,814.97

TOTAL

\$ 64,603.54

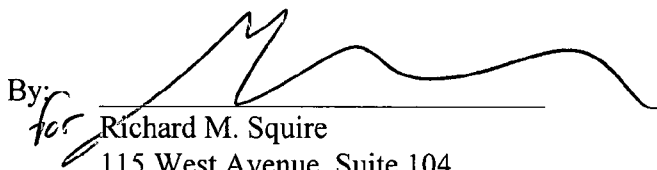
plus costs, per diem interest at the rate of \$15.41 for each day after July 11, 2006, until the entry of judgment, and per diem interest subsequent to the entry of judgment.

10. Plaintiff has demanded the total amount due from Defendant, but Defendant has failed and/or refused to pay the same.
11. Notice of Intention to Foreclose pursuant to 41 P.S. § 403 and Notice pursuant to the Homeowner's Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq. (hereinafter collectively referred to as "Act 91 Notice") was mailed to Defendant via simultaneous regular mail postage prepaid and certified mail return receipt requested on 12/21/2005. A true and correct copy of the Act 91 Notice is attached hereto and marked as Exhibit "B" and is incorporated herein by reference as though fully set forth at length.

WHEREFORE, Plaintiff respectfully requests that judgment *in rem* be entered in its favor and against Defendant, Lorrain J. Cowder, for foreclosure and sale of the Premises in the amounts due as set forth in Paragraph 9, namely \$64,603.54, plus costs, per diem interest, and such other relief as this Court deems just and proper.

RICHARD M. SQUIRE & ASSOCIATES, LLC

By:



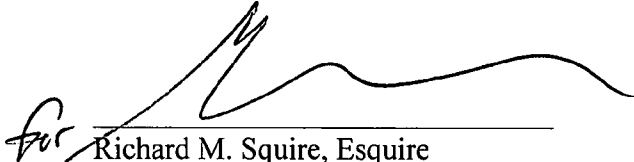
for Richard M. Squire
115 West Avenue, Suite 104
Jenkintown, PA 19046
215-886-8790
Attorneys for Plaintiff

Date: 7/11/06

UNLESS YOU NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS LETTER THAT THE DEBT, OR ANY PART OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VERIFICATION

Richard M. Squire, hereby states that he is the attorney for the Plaintiff, a corporation, unless designated otherwise; that he is authorized to make 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. §4904 relating to unsworn falsification to authorities.



for Richard M. Squire, Esquire
Attorney for Plaintiff

Date:

7/11/06

EXHIBIT "A"

LEGAL DESCRIPTION

JAMES A. NA

ATT
21112

CLEAR

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

BEGINNING at a one inch (1) iron pipe being the corner of lands of Rachel Freeman Estate and also being the Southerly corner of lands of the Grantor's Ronald and Nancy Rowles from which this is being conveyed; thence along lands of Rachel Freeman Estate, North thirty-four degrees West (N 34° 00' W) a distance of four hundred forty-six and seventy-five hundredths feet (466.75') to a point located in the centerline of LR-17036 said point also being North thirty-four degrees West (N 34° 00' W) a distance of fifty-nine feet (59.0') from a one inch (1") iron pipe located in the centerline of the old

Penn Central Railroad grade leading from Erhard to McCartney; thence along said centerline of LR-17036, North twenty-seven degrees, fifty-six minutes East (N 27° 56' E) a distance of one hundred feet (100.00') to a point in the centerline of LR-17036; thence leaving said centerline of LR-17036, along lands of Grantor's Ronald and Nancy Rowles from which it is being conveyed, South Fifty-seven degrees, fifty-five minutes East (S 57° 55' E) a distance of three hundred twenty and eighty-six hundredths feet (320.86') to a one-half inch (1/2") steel pin corner; thence still by same lands of Grantor's South forty-nine degrees fifty-four minutes East (49° 54' E) a distance of two hundred seven and ninety-six hundredths feet (207.96') to a one-half inch (1/2") steel pin corner said corner being on line of lands of Grantor's, Ronald and Nancy Rowles and also being on line of lands of Rachel Freeman Estate; thence along said lands of Rachel Freeman Estate, South fifty-six degrees West (S 56° 00' W) a distance of two hundred seventy-five feet (275.00') to a one inch (1") iron pipe corner and being the place of beginning. Containing 2.07 Acres (less R/W-LR-17036).

BEING a portion of the same premises conveyed to Ronald R. Rowles, t/d/b/a Ron Rowles Energy by deed of Aldean and Betty Mae Hamilton dated October 12, 1992 and recorded in Clearfield County Deed and Record Book 1496, page 34.

AND BEING the same premises as shown on the survey dated November 18, 1994 hereto attached.

Exhibit "A"

R.R. Rosement

Exhibit B

RICHARD M. SQUIRE & ASSOCIATES, LLC

ATTORNEYS AT LAW

Offices In Pennsylvania And New Jersey

115 West Ave., Ste. 104

Jenkintown, PA 19046

Tel (215) 886-8790 Fax (215) 886-8791

Email: rsquire@squirelaw.com

Richard M. Squire*

M. Troy Freedman

*** Also Admitted In MD**

DATE: June 9, 2006

Lorraine J. Cower
HC 1, Box 100
Madera, PA 16661

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

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA.

RICHARD M. SQUIRE & ASSOCIATES, LLC

ATTORNEYS AT LAW

Offices In Pennsylvania And New Jersey

115 West Ave., Ste. 104

Jenkintown, PA 19046

Tel (215) 886-8790 Fax (215) 886-8791

Email: rsquire@squirelaw.com

Richard M. Squire*

M. Troy Freedman

* Also Admitted In MD

DATE: June 9, 2006

Lorraine J. Cower

P.O. Box 542

Clearfield, PA 16830-0542

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PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE DALVAR SU CASA DE LA PERDOD DEL DERECHO A REDMIR SU HIPOTECA

HOMEOWNER'S NAME(S): Lorrain J. Cowder
PROPERTY ADDRESS: HC 1, Box 100
Madera, PA 16661
LOAN ACCT. NO.:
ORIGINAL LENDER: Vanderbilt Mortgage & Finance, Inc.
CURRENT LENDER/SERVICER: Vanderbilt Mortgage & Finance, Inc.

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

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

TEMPORARY STAY OF FORECLOSURE – Under the Act, you are entitled to a temporary stay of foreclosure on you mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU 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 counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on you property located at:

HC 1, Box 100, Madera, PA 16661

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following 11 months and the following amounts are now past due:

08/11/2005 to 06/09/2006 @ 622.70/month - \$6,849.70
Late Charges \$5.00 per month - \$55.00

TOTAL AMOUNT PAST DUE: \$6,904.70

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of this date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$6,904.70, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Vanderbilt Mortgage & Finance, Inc.
500 Alcoa Trail
Maryville, TN 37804

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

IF THE MORTGAGE IS FORECLOSED UPON – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any Attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately FIVE (5) 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 of action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Vanderbilt Mortgage & Finance, Inc.
Address: 500 Alcoa Trail, Maryville, TN 37804
Phone Number: (800) 970-7250
Fax Number: (856) 380-3772
Contact Person: Robin Roulette

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

ASSUMPTION OF MORTGAGE – You ____ may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to it at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS INCLUDED.

Sincerely,

Richard M. Squire /JC

RICHARD M. SQUIRE & ASSOCIATES, LLC
Richard M. Squire, Esquire

HEMAP Consumer Credit Counseling Agencies

CLEARFIELD County

Report last updated: 12/15/2005 11:29:03 AM

CCCS of Northeastern PA

202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.922.9537

CCCS of Western PA

Royal Remax Plaza
917 A Logan Boulevard
Altoona, PA 16602
888.511.2227

CCCS of Western PA

219.A College Park Plaza
Johnstown, PA 15904
888.511.2227

Indiana Co. Community Action Program

827 Water Street
Box 187
Indiana, PA 15701
724.465.2657

Keystone Economic Development Corp.

1954 Mary Grace Lane
Johnstown, PA 15901
814.535.6556

The NORCAM Group

4200 Crawford Avenue
Suite 200
Northern Cambria, PA 15714
814.948.4444

7005 1820 0005 9549 6018

NAME AND ADDRESS OF SENDER

Richard M. Squire & Associates
115 West Avenue, Suite 104
Jenkintown, PA 19046

INDICATE TYPE OF MAIL

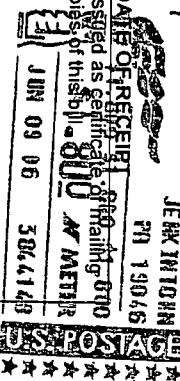
☐ Registered Mail
☐ Insured
☐ COD
☐ Certified Mail
☐ Express Mail

CHECK APPROPRIATE BLOCK FOR

☐ Registered Mail:
☐ With Postal Insurance
☐ Without Postal Insurance

POSTMARK AND DATE OF RECEIPT

Affix stamp here if issued as certificate of mailing or for additional copies of this bill. **800 METR**
JUN 09 06 3864148



Line	Number of Article	Name of Addressee, Street, and Post-Office Address	Postage	Fee	Handling Charge	Act. Value (if Regis.)	Insured Value	Due Sender if C.O.D.	R.R. Fee	S.D. Fee	S.H. Fee	Rest. Del. Fee	Remarks
1	Cowder, ACT 91 Notice, Regular Mail	Lorraine J. Cowder P.O. Box 542 Clearfield, PA 16830-0542											
2	Cowder, ACT 91 Notice, Regular Mail	Lorraine J. Cowder HC 1, Box 100 Madera, PA 16661											
3													

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

OFFICIAL USE

Postage \$ **\$0.63**
Certified Fee **\$2.40**
Return Receipt Fee (Endorsement Required) **\$1.85**
Restricted Delivery Fee (Endorsement Required) **\$0.00**
Total Postage & Fees **\$4.88**

0027 #3
Postmark JUN 09 2006
JUN 09 2006
06/09/2006

Sent To **Lorraine J. Cowder**
Street, Apt. No., or PO Box No. **P.O. Box 542**
City, State, ZIP+4 **Clearfield, PA 16830-0542**

PS Form 3877, June 2002 See Reverse for Instructions

12													
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 nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$50,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for Registered Mail, \$500 for COD and \$500 for Insured Mail. Special handling charges apply only to Third- and Fourth-Class parcels. Special delivery service also includes special handling service.										

PS FORM 3877

FOR REGISTERED, INSURED, C.O.D., CERTIFIED, AND EXPRESS MAIL

7005 1820 0005 9549 5998

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

OFFICIAL USE

Postage \$ **\$0.63**
Certified Fee **\$2.40**
Return Receipt Fee (Endorsement Required) **\$1.85**
Restricted Delivery Fee (Endorsement Required) **\$0.00**
Total Postage & Fees **\$4.88**

0027 #3
Postmark JUN 09 2006
JUN 09 2006
06/09/2006

Sent To **Lorraine J. Cowder**
Street, Apt. No., or PO Box No. **HC 1, Box 100**
City, State, ZIP+4 **Madera, PA 16661**

PS Form 3877, June 2002 See Reverse for Instructions

[Home](#) | [Help](#)[Track & Confirm](#)

Track & Confirm

Search Results

Label/Receipt Number: 7005 1820 0005 9549 6018

Status: Unclaimed

Your item was returned to the sender on June 29, 2006 because it was not claimed by the addressee.

[Track & Confirm](#)

Enter Label/Receipt Number.

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Notification Options

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Track & Confirm

Search Results

Label/Receipt Number: 7005 1820 0005 9549 5998

Status: **Delivered**

Your item was delivered at 11:11 am on July 01, 2006 in CLEARFIELD, PA 16830.

Track & Confirm

Enter Label/Receipt Number.

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In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101710**

VANDERBILT MORTGAGE & FINANCE, INC.

Case # 06-1119-CD

vs.

LORRAIN J. COWDER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW August 18, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO LORRAIN J. COWDER, DEFENDANT. 800 OAK RIDGE ROAD, MADERA, PA. "EMPTY".

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SQUIRE	5191	10.00
SHERIFF HAWKINS	SQUIRE	5191	32.69

Sworn to Before me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

FILED
0/3:10 LM
AUG 18 2006

William A. Shaw
Prothonotary

**TRUE AND
CORRECT COPY**

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

Vanderbilt Mortgage & Finance, Inc.,

PLAINTIFF,

v.

Lorrain J. Cowder
800 Oak Ridge Rd.
Madera, PA 16661

DEFENDANT.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO: *06-1119-CD*

CIVIL ACTION

MORTGAGE FORECLOSURE

**COMPLAINT - CIVIL ACTION
NOTICE TO DEFEND**

NOTICE

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

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

**Lawyer Referral Service
David S. Meholck, Court Admin.
230 E. Market St.
Clearfield, PA 16830
(814) 765-2641 Ext. 5982**

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

JUL 13 2006

Attest.

William L. Hume
Prothonotary/
Clerk of Courts

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 defiende, 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 edades 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 TELFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTANCIA LEGAL.

**Lawyer Referral Service
David S. Meholck, Court Admin.
230 E. Market St.
Clearfield, PA 16830
(814) 765-2641 Ext. 5982**

Richard M. Squire & Associates, LLC

Attorneys for Plaintiff

By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
ID. Nos. 04267 / 85165

One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, Pa 19046
Telephone: 215-886-8790
Fax: 215-886-8791
Attorneys for Plaintiff

Vanderbilt Mortgage & Finance, Inc.,

PLAINTIFF,

v.

Lorrain J. Cowder
800 Oak Ridge Rd.
Madera, PA 16661

DEFENDANT.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO:

CIVIL ACTION

MORTGAGE FORECLOSURE

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, Vanderbilt Mortgage & Finance, Inc., by and through its undersigned attorney, Richard M. Squire, Esquire, brings this action in mortgage foreclosure upon the following cause of action:

1. Plaintiff, Vanderbilt Mortgage & Finance, Inc. ("Plaintiff"), is a corporation with its principal place of business at 500 Alcoa Trail Maryville TN 37804.
2. Defendant, Lorrain J. Cowder, is the real owner, mortgagor, and grantee in the last Deed of record to the real property located at HC 1, Box 100 Madera, PA 16661 (hereinafter referred to as "Premises"). Defendant resides in a 2000 Skyliner Mobile Home unit at 800 Oak Ridge Rd. Madera, PA16661.
3. On 08/12/1999 Defendant, Lorrain J. Cowder, made, executed, and delivered a Mortgage for the benefit of Vanderbilt Mortgage & Finance, Inc. as security for Defendant's, payment and

other obligations under a promissory note executed by Defendant on the same date in consideration of a loan made to Defendant by Plaintiff. Said Mortgage is recorded in the Office of the Recorder in and for Clearfield County as Instrument No. 199911999, and is incorporated herein by reference by virtue of Pa. R.C.P. §1019(g).

4. The Plaintiff is in the process of preparing a formal legal assignment.
5. Plaintiff is, therefore, either the original mortgagee named in the Mortgage, the legal successor-in-interest to the original mortgagee, or is the present holder of the Mortgage by virtue of the above-described assignment.
6. The Premises, which is subject to the aforesaid Mortgage is described in Exhibit "A," attached hereto and incorporated herein by reference. The address of the Premises is HC 1, Box 100, Madera, PA 16661.
7. The aforesaid Mortgage is in default because the required monthly payments due under the terms of the aforesaid promissory note and Mortgage have not been made from 08/11/2005 through the present date. By the terms of the aforesaid Mortgage, upon breach and failure to cure said breach after written notice, all sums secured by said Mortgage shall be immediately due and owing.
8. The terms of the aforesaid Mortgage further provide that, in the event of default, Defendant shall be liable for Plaintiff's costs and attorney's fees.

9. The following amounts are due as of July 11, 2006:

Principal	\$56,299.45
Accrued Interest through July 11, 2006	\$5,146.63
Late Charges	\$342.49
Attorney's Fees	\$2,814.97

TOTAL

\$ 64,603.54

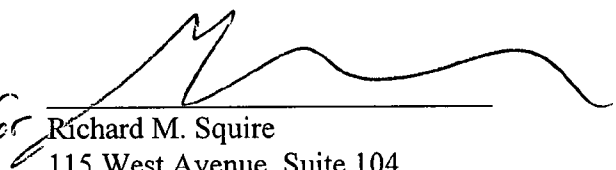
plus costs, per diem interest at the rate of \$15.41 for each day after July 11, 2006, until the entry of judgment, and per diem interest subsequent to the entry of judgment.

10. Plaintiff has demanded the total amount due from Defendant, but Defendant has failed and/or refused to pay the same.
11. Notice of Intention to Foreclose pursuant to 41 P.S. § 403 and Notice pursuant to the Homeowner's Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq. (hereinafter collectively referred to as "Act 91 Notice") was mailed to Defendant via simultaneous regular mail postage prepaid and certified mail return receipt requested on 12/21/2005. A true and correct copy of the Act 91 Notice is attached hereto and marked as Exhibit "B" and is incorporated herein by reference as though fully set forth at length.

WHEREFORE, Plaintiff respectfully requests that judgment *in rem* be entered in its favor and against Defendant, Lorrain J. Cowder, for foreclosure and sale of the Premises in the amounts due as set forth in Paragraph 9, namely \$64,603.54, plus costs, per diem interest, and such other relief as this Court deems just and proper.

RICHARD M. SQUIRE & ASSOCIATES, LLC

By: *for*


Richard M. Squire
115 West Avenue, Suite 104
Jenkintown, PA 19046
215-886-8790
Attorneys for Plaintiff


Date:

7/11/06

UNLESS YOU NOTIFY US IN WRITING WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS LETTER THAT THE DEBT, OR ANY PART OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

VERIFICATION

Richard M. Squire, hereby states that he is the attorney for the Plaintiff, a corporation, unless designated otherwise; that he is authorized to make 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. §4904 relating to unsworn falsification to authorities.

for 

Richard M. Squire, Esquire
Attorney for Plaintiff

Date: *7/11/06*

EXHIBIT "A"

LEGAL DESCRIPTION

JAMES A. NA
ATTY
211122
CLEARFIELD

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

BEGINNING at a one inch (1) iron pipe being the corner of lands of Rachel Freeman Estate and also being the Southerly corner of lands of the Grantor's Ronald and Nancy Rowles from which this is being conveyed; thence along lands of Rachel Freeman Estate, North thirty-four degrees West (N 34° 00' W) a distance of four hundred forty-six and seventy-five hundredths feet (466.75') to a point located in the centerline of LR-17036 said point also being North thirty-four degrees West (N 34° 00' W) a distance of fifty-nine feet (59.0') from a one inch (1") iron pipe located in the centerline of the old

Penn Central Railroad grade leading from Erhard to McCartney; thence along said centerline of LR-17036, North twenty-seven degrees, fifty-six minutes East (N 27° 56' E) a distance of one hundred feet (100.00') to a point in the centerline of LR-17036; thence leaving said centerline of LR-17036, along lands of Grantor's Ronald and Nancy Rowles from which it is being conveyed, South fifty-seven degrees, fifty-five minutes East (S 57° 55' E) a distance of three hundred twenty and eighty-six hundredths feet (320.86') to a one-half inch (1/2") steel pin corner; thence still by same lands of Grantor's South forty-nine degrees fifty-four minutes East (49° 54' E) a distance of two hundred seven and ninety-six hundredths feet (207.96') to a one-half inch (1/2") steel pin corner said corner being on line of lands of Grantor's, Ronald and Nancy Rowles and also being on line of lands of Rachel Freeman Estate; thence along said lands of Rachel Freeman Estate, South fifty-six degrees West (S 56° 00' W) a distance of two hundred seventy-five feet (275.00') to a one inch (1") iron pipe corner and being the place of beginning. Containing 2.07 Acres (less R/W-LR-17036).

BEING a portion of the same premises conveyed to Ronald R. Rowles, t/d/b/a Ron Rowles Energy by deed of Aldean and Betty Mae Hamilton dated October 12, 1992 and recorded in Clearfield County Deed and Record Book 1496, page 34.

AND BEING the same premises as shown on the survey dated November 18, 1994 hereto attached.

R.R. easement

Exhibit "A"

Exhibit B

RICHARD M. SQUIRE & ASSOCIATES, LLC

ATTORNEYS AT LAW

Offices In Pennsylvania And New Jersey

115 West Ave., Ste. 104

Jenkintown, PA 19046

Tel (215) 886-8790 Fax (215) 886-8791

Email: rsquire@squirelaw.com

Richard M. Squire*
M. Troy Freedman
* Also Admitted In MD

DATE: June 9, 2006

Lorraine J. Cower
HC 1, Box 100
Madera, PA 16661

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

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA.

RICHARD M. SQUIRE & ASSOCIATES, LLC

ATTORNEYS AT LAW

Offices In Pennsylvania And New Jersey

115 West Ave., Ste. 104

Jenkintown, PA 19046

Tel (215) 886-8790 Fax (215) 886-8791

Email: rsquire@squirelaw.com

Richard M. Squire*
M. Troy Freedman
*** Also Admitted In MD**

DATE: June 9, 2006

Lorraine J. Cower
P.O. Box 542
Clearfield, PA 16830-0542

**ACT 91 NOTICE
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YOUR HOME FROM
FORECLOSURE**

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

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PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE DALVAR SU CASA DE LA PERDOD DEL DERECHO A REDMIR SU HIPOTECA

HOMEOWNER'S NAME(S): Lorrain J. Cowder
PROPERTY ADDRESS: HC 1, Box 100
Madera, PA 16661
LOAN ACCT. NO.:
ORIGINAL LENDER: Vanderbilt Mortgage & Finance, Inc.
CURRENT LENDER/SERVICER: Vanderbilt Mortgage & Finance, Inc.

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

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

TEMPORARY STAY OF FORECLOSURE – Under the Act, you are entitled to a temporary stay of foreclosure on you mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** **IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU 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 counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on you property located at:

HC 1, Box 100, Madera, PA 16661

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following 11 months and the following amounts are now past due:

08/11/2005 to 06/09/2006 @ 622.70/month - \$6,849.70
Late Charges \$5.00 per month - \$55.00

TOTAL AMOUNT PAST DUE: \$6,904.70

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of this date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$6,904.70, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Vanderbilt Mortgage & Finance, Inc.
500 Alcoa Trail
Maryville, TN 37804

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

IF THE MORTGAGE IS FORECLOSED UPON – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any Attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately FIVE (5) 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 of action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Vanderbilt Mortgage & Finance, Inc.
Address: 500 Alcoa Trail, Maryville, TN 37804
Phone Number: (800) 970-7250
Fax Number: (856) 380-3772
Contact Person: Robin Roulette

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

ASSUMPTION OF MORTGAGE – You may or X may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to it at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS
INCLUDED.**

Sincerely,

Richard M. Squire /JS

RICHARD M. SQUIRE & ASSOCIATES, LLC
Richard M. Squire, Esquire

HEMAP Consumer Credit Counseling Agencies

CLEARFIELD County

Report last updated: 12/15/2005 11:29:03 AM

CCCS of Northeastern PA

202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.922.9537

CCCS of Western PA

Royal Remax Plaza
917 A Logan Boulevard
Altoona, PA 16602
888.511.2227

CCCS of Western PA

219.A College Park Plaza
Johnstown, PA 15904
888.511.2227

Indiana Co. Community Action Program

827 Water Street
Box 187
Indiana, PA 15701
724.465.2657

Keystone Economic Development Corp.

1954 Mary Grace Lane
Johnstown, PA 15901
814.535.6556

The NORCAM Group

4200 Crawford Avenue
Suite 200
Northern Cambria, PA 15714
814.948.4444

7005 1820 0005 9549 6018

NAME AND ADDRESS OF SENDER

Richard M. Squire & Associates
115 West Avenue, Suite 104
Jenkintown, PA 19046

INDICATE TYPE OF MAIL

☐ Registered Mail
☐ Insured
☐ COD
☐ Certified Mail
☐ Express Mail

CHECK APPROPRIATE BLOCK FOR

☐ Registered Mail:
☐ With Postal Insurance
☐ Without Postal Insurance

POSTMARK AND DATE OF RECEIPT

Affix stamp here if issued as certified or insured or for additional copies of this bill. **300** METR
JUN 09 06 304,4149

Line	Number of Article	Name of Addressee, Street, and Post-Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If C.O.D.	R.R. Fee	S.D. Fee	S.H. Fee	Rest. Del. Fee	Remarks
1	Cowder, ACT 91 Notice, Regular Mail	Lorraine J. Cowder P.O. Box 542 Clearfield, PA 16830-0542											
2	Cowder, ACT 91 Notice, Regular Mail	Lorraine J. Cowder HC 1, Box 100 Madera, PA 16661											
3													
12													
Total Number of Pieces Listed by Sender			Total Number of Pieces Received at Post Office			POSTMASTER, PER (Name of receiving employee)							

PS FORM 3877

FOR REGISTERED, INSURED, C.O.D., CERTIFIED, AND EXPRESS MAIL

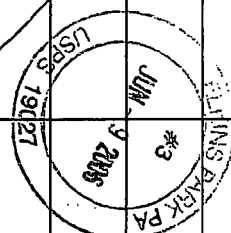
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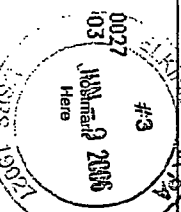
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Richard M. Squire & Associates, LLC
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115 West Avenue
Jenkintown, PA 19046
Telephone: 215-886-8790
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Attorneys for Plaintiff

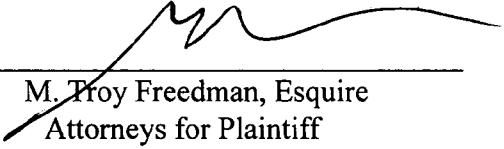
Vanderbilt Mortgage and Finance, Inc.,	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY,
PLAINTIFF	:	PENNSYLVANIA
v.	:	
Lorrain J. Cowder	:	CIVIL ACTION
800 Oak Ridge Rd.	:	
Madera, PA 16661,	:	06-1119-CD
DEFENDANT	:	
	:	MORTGAGE FORECLOSURE

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above-captioned matter as "discontinued" and "ended" upon payment of your costs only.

RICHARD M. SQUIRE & ASSOCIATES, LLC

By: 
M. Troy Freedman, Esquire
Attorneys for Plaintiff

Date: December 6, 2006

FILED
DEC 08 2006
11:30 am
cert of disc issued to
Atty Freedman.
William A. Shaw
Prothonotary/Clerk of Courts

Richard M. Squire & Associates, LLC
By: Richard M. Squire, Esquire
M. Troy Freedman, Esquire
I.D. Nos. 04267 / 85165
One Jenkintown Station, Suite 104
115 West Avenue
Jenkintown, PA 19046
Telephone: 215-886-8790
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Attorneys for Plaintiff

Vanderbilt Mortgage and Finance, Inc.,	:	COURT OF COMMON PLEAS
	:	CLEARFIELD COUNTY,
PLAINTIFF	:	PENNSYLVANIA
v.	:	
Lorrain J. Cowder	:	CIVIL ACTION
800 Oak Ridge Rd.	:	
Madera, PA 16661,	:	06-1119-CD
	:	
DEFENDANT	:	MORTGAGE FORECLOSURE

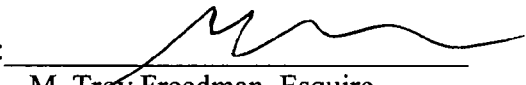
CERTIFICATE OF SERVICE

I, M. Troy Freedman, Esquire, hereby certify that, on this date, I served or caused to be served a true and correct copy of the foregoing Praecipe to Discontinue and End upon the following persons via regular mail, postage prepaid:

Lorrain J. Cowder
800 Oak Ridge Rd.
Madera, PA 16661

Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

RICHARD M. SQUIRE & ASSOCIATES, LLC

By: 
M. Troy Freedman, Esquire
Attorneys for Plaintiff

Date: December 6, 2006

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Vanderbilt Mortgage & Finance, Inc.

Vs.
Lorrain J. Cowder

No. 2006-01119-CD

COPY

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 December 8, 2006, marked:

Discontinued and ended

Record costs in the sum of \$85.00 have been paid in full by Richard M. Squire & Associates.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of December A.D. 2006.



William A. Shaw, Prothonotary