

JP Morgan et al vs Amber Bell  
2006-1192-CD

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JPMORGAN CHASE BANK AS TRUSTEE  
Plaintiff

vs.

AMBER L. BELL AND  
JURY W. BELL

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

06-1192-CD

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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 the 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 claim 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

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JPMORGAN CHASE BANK AS TRUSTEE  
Plaintiff

vs.

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Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
ACTION OF MORTGAGE FORECLOSURE

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT  
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178  
Attorney I.D.# 15700  
Attorney for Plaintiff

JPMORGAN CHASE BANK AS TRUSTEE  
Plaintiff

vs.

AMBER L. BELL AND  
JURY W. BELL

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, JPMORGAN CHASE BANK, AS TRUSTEE, is a National Association, acting through its servicing agent of Homecomings Financial Network, Inc., with an address of 9350 Waxie Way, San Diego, California 92123.
2. Defendant, AMBER L. BELL, is an adult individual whose last known address is 430 EAGLE STREET, MORRISDALE, PA 16858. Defendant, JURY W. BELL, is an adult individual whose last known address is 430 EAGLE STREET, MORRISDALE, PA 16858.
3. On or about, June 30, 2005, the said Defendants executed and delivered a Mortgage Note in the sum of \$99,025.00 payable to HOMECOMINGS FINANCIAL NETWORK, INC., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial Network, Inc., a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book I.D. Number 200511844 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to JPMORGAN CHASE BANK AS TRUSTEE and will be sent for recording. The said Mortgage and Assignments are incorporated herein by reference.
5. The land subject to the Mortgage is: 430 EAGLE STREET, MORRISDALE, PA 16858 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.

7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on April 01, 2006 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$98,480.88
Interest at \$21.58 per day From 03/01/2006 To 08/01/2006 (based on contract rate of 8.0000%)	\$3,301.74
Late Charges \$24.93 From 04/01/2006 to 08/01/2006	\$124.65
Attorney's Fee at 5% of Principal Balance	\$4,924.04
TOTAL	<hr/> \$106,831.31

\*\*Together with interest at the per diem rate noted above after August 01, 2006 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time

limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance, said notices hereto and marked Exhibit "C".

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.0000% (\$21.53 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of JULY, 2007, and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND THREE EIGHTHS percentage point(s) ( 6.375 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.0000 % or less than 6.3750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE percentage point(s) ( 1.0000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.0000 %.

##### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### 5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

#### 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver by Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:



Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Jury W. Bell  
JURY W. BELL

(Seal)  
-Borrower

Amber L. Bell  
AMBER L. BELL

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

WITHOUT RECOURSE  
PAY TO THE ORDER OF

Audrey Covington  
AUDREY COVINGTON  
ASSISTANT SECRETARY  
HOMECOMINGS FINANCIAL NETWORK, INC.  
A DELAWARE CORPORATION

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

**BEGINNING** at a Pine Corner formerly of Pardes and Ashmond, recently of Dorothy A. Eisenhower; thence by land of said Eisenhower north two (2) degrees thirty five (35) minutes east eight hundred forty four (844) feet, more or less, to the south side of what was formerly Wigton's tramway, now a public road; thence by the south side of said tram way, now a public road, five hundred twenty eight (528) feet to a gate post; thence by residue of piece south eight (8) degrees and fifteen minutes east four hundred eighty nine (489) feet to the Pardes and Ashmond line, recently the Dorothy A. Eisenhower line; thence by said line south eighty five (85) degrees and thirty eight (38) minutes two hundred ninety seven (297) feet to the place of beginning. Containing five (5) acres and thirty seven (37) perches, less the 2524/10000 of an acre reserved.

**EXHIBIT**

B

## Homecomings Financial

A GMAC Company

June 05, 2006

Certified Mail, Return Receipt Requested

0424497311  
Jury W Bell  
430 Eagle Street  
Morrisdale, PA 16858

Re: Property Address: 430 Eagle Street  
Morrisdale, PA 16858

Loan Number: 0424497311

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 3,077.97**. That sum includes the following:

3 payments totaling:	\$ 2,996.31
Late charges:	\$ 72.66
Other fees and/or costs	\$ 9.00
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 3,077.97 BY July 05, 2006 TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Sincerely,

Loan Counseling Department

HLH

\*Homeownership counseling is available to you through the 'Credit Counseling Resource Center' (CCRC), an alliance of consumer credit counseling agencies. The CCRC has been retained by Homecomings Financial to provide advice to you on credit issues, including how to reduce debt and improve cash flow management capabilities. You may contact them at 1.877.806.0775 for assistance at no cost to you, or you may wish to contact a HUD-approved housing counseling agency by calling 1.800.569.4287 for further information.

**EXHIBIT**

C

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Date: June 05, 2006

TO: Jury W Bell  
430 Eagle Street  
Morrisdale, PA 16858

Premises: 430 Eagle Street  
Morrisdale, PA 16858

Re: Loan Number: 0424497311  
FROM: Homecomings Financial

## **HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES  
BEYOND YOUR CONTROL,

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

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

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

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

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

### **LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
Attn: Ryan Ramos  
9350 Wixie Way Ste. 100  
San Diego, CA. 92123  
Fax: 858-514-5516

**ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.**

**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 CONSTRUED 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:

430 Eagle Street , Morrisdale, PA 16858

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 04/01/06 to 06/01/06 totaling:	\$ 2,996.31
Late Charges:	\$ 72.66
Other fees and/or costs (including NSF charges and property inspections):	\$ 9.00
LESS: Unapplied Funds:	N/A
TOTAL	\$ 3,077.97

**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 DUE TO THE LENDER, WHICH IS \$ 3,077.97, 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:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

**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 right 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 attorney 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 attorney, 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 six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

**EFFECT OF THE 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 be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

TO HAVE 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.

Sincerely,

Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies



## Homecomings Financial

A GMAC Company

October 05, 2005

Certified Mail, Return Receipt Requested

0424497311  
Amber L Bell  
430 Eagle Street  
Morrisdale, PA 16858

Re: Property Address: 430 Eagle Street  
Morrisdale, PA 16858

Loan Number: 0424497311

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 2,479.29**. That sum includes the following:

3 payments totaling:	\$ 2,479.29
Late charges:	\$ .00
Other fees and/or costs	N/A
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 2,479.29 BY November 04, 2005 TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Sincerely,

Loan Counseling Department

HLH

\*Homeownership counseling is available to you through the 'Credit Counseling Resource Center' (CCRC), an alliance of consumer credit counseling agencies. The CCRC has been retained by Homecomings Financial to provide advice to you on credit issues, including how to reduce debt and improve cash flow management capabilities. You may contact them at 1.877.806.0775 for assistance at no cost to you, or you may wish to contact a HUD-approved housing counseling agency by calling 1.800.569.4287 for further information.

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Date: October 05, 2005

TO: Amber L Bell  
430 Eagle Street  
Morrisdale, PA 16858

Premises: 430 Eagle Street  
Morrisdale, PA 16858

Re: Loan Number: 0424497311  
FROM: Homecomings Financial

## **HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES  
BEYOND YOUR CONTROL,

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

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

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

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

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

### **LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
Attn: Ryan Ramos  
9350 Waxie Way Ste. 100  
San Diego, CA. 92123  
Fax: 858-514-5516

**ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.**

**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 CONSTRUED 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:

430 Eagle Street , Morrisdale, PA 16858

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/05 to 10/01/05 totaling:	\$ 2,479.29
Late Charges:	N/A
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
TOTAL	\$ 2,479.29

**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 DUE TO THE LENDER, WHICH IS \$ 2,479.29, 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:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

**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 right 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 attorney 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 attorney, 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 six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

**EFFECT OF THE 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 be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

TO HAVE 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.

Sincerely,

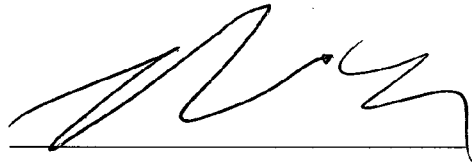
Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff JP MORGAN CHASE BANK, AS TRUSTEE. Said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: July 25, 2006

A handwritten signature in black ink, appearing to read 'L. P. Haller', written over a horizontal line.

Leon P. Haller, Esquire

FILED

JUL 26 2006

William A. Shaw  
Prothonotary/Clerk of Courts

Aug 6 2006



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

DOCKET # 101756  
NO: 06-1192-CD  
SERVICE # 1 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE  
vs.  
DEFENDANT: AMBER L. BELL and JURY W. BELL

**SHERIFF RETURN**

---

NOW, July 28, 2006 AT 11:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON AMBER L. BELL DEFENDANT AT 430 EAGLE ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMBER L. BELL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

**FILED**  
0723584  
AUG 29 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 101756  
NO: 06-1192-CD  
SERVICE # 2 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE  
vs.  
DEFENDANT: AMBER L. BELL and JURY W. BELL

**SHERIFF RETURN**

---

NOW, July 28, 2006 AT 11:17 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JURY W. BELL DEFENDANT AT 430 EAGLE ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMBER BELL, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

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

DOCKET # 101756  
NO: 06-1192-CD  
SERVICE # 3 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE  
vs.  
DEFENDANT: AMBER L. BELL and JURY W. BELL

**SHERIFF RETURN**

---

NOW, July 28, 2006 AT 11:12 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT DEFENDANT AT 430 EAGLE ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMBER BELL, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

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

DOCKET # 101756  
NO: 06-1192-CD  
SERVICE # 4 OF 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE  
vs.  
DEFENDANT: AMBER L. BELL and JURY W. BELL

**SHERIFF RETURN**

---

NOW, July 26, 2006, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JURY W. BELL.

NOW, August 08, 2006 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JURY W. BELL, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101756  
NO: 06-1192-CD  
SERVICES 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE  
vs.  
DEFENDANT: AMBER L. BELL and JURY W. BELL

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PURCELL	121680	40.00
SHERIFF HAWKINS	PURCELL	121680	53.57
CENTRE CO.	PURCELL	121679	69.50

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

<b>SHERIFF SERVICE</b> <b>PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>	<b>INSTRUCTIONS FOR SERVICE OF PROCESS:</b> You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.
---	---

1. Plaintiff(s) JP Morgan Chase Bank	2. Case Number 06-1192-CD <i>100334</i>
3. Defendant(s) Amber L Bell and Jury W Bell	4. Type of Writ or Complaint: Complaint

<b>SERVE</b> → <b>AT</b>	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. Jury W Bell
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 150 Martin Street, Philipsburg, PA

7. Indicate unusual service: ☐ Reg Mail ☐ Certified Mail ☐ Deputize ☐ Post ☐ Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of Centre County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator PURCELL, KRUG & HALLER 1719 NORTH FRONT STREET  HARRISBURG, PA 17102-2392	10. Telephone Number (717) 234-4178	11. Date
12. Signature		

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE			
13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF	
16. Served and made known to _____, on the <u>8</u> day of <u>August</u> , 20 <u>2006</u> , at _____ o'clock, _____ m., at <u>150 Martin Street, Philipsburg, PA</u> , County of Centre	

Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.  
☐ Adult family member with whom said Defendant(s) resides(s). Relationship is \_\_\_\_\_  
☐ Adult in charge of Defendant's residence.  
☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).  
☐ Agent or person in charge of Defendant's office or usual place of business.

☒ Other Not found moved. and officer of said Defendant company.

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

Defendant not found because:

- ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other \_\_\_\_\_

Remarks:

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	9.00	0.00	2.50	48.00		1.00	69.50	(5.50)

17. AFFIRMED and subscribed to before me this <u>18</u> day of <u>Aug</u> , 20 <u>06</u> <u>Carenne Peters</u> Notary Public	So Answer. 18. Signature of Dep. Sheriff <u>[Signature]</u> 19. Date <u>8/10/06</u> 21. Signature of Sheriff <u>[Signature]</u> 22. Date
--	---

COMMONWEALTH OF PENNSYLVANIA My Commission Expires _____	SHERIFF OF CENTRE COUNTY Amount Pd. _____ Page _____
---	---

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF ALBION, PA. COUNTY OF CENTRE My Commission Expires <u>Sept. 5, 2009</u>	25. Date Received
--	-------------------



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 101756

JPMORGAN CHASE BANK AS TRUSTEE

vs.

AMBER L. BELL and JURY W. BELL

TERM & NO. 06-1192-CD

COMPLAINT IN MORTGAGE FORECLOSURE

**SERVE BY: 08/25/06**

### MAKE REFUND PAYABLE TO PURCELL KRUG & HALLER, ESQ.

**SERVE:** JURY W. BELL

**ADDRESS:** 150 MARTIN ST., PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, July 26, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

JUL 26 2006

Attest.

*William L. R...*  
Prothonotary/  
Clerk of Courts

Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
717.234.4178  
mtg@pkh.com

JPMORGAN CHASE BANK AS TRUSTEE  
Plaintiff

vs.

AMBER L. BELL AND  
JURY W. BELL

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

06-1192-CD

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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 the 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 claim 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATEAMENTE.

SI NO CONOCE A UN ABOGADO, LLAME AL "LAWYER REFERENCE SERVICE" (SERVICIO DE REFERENCIA DE ABOGADOS), (215) 238-6300.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE

DAVID S. MEHOLICK, COURT ADMINISTRATOR CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982



JPMORGAN CHASE BANK AS TRUSTEE  
Plaintiff

vs.

AMBER L. BELL AND  
JURY W. BELL

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW  
ACTION OF MORTGAGE FORECLOSURE

THE FOLLOWING NOTICE IS BEING PROVIDED PURSUANT TO THE FAIR DEBT  
COLLECTION PRACTICES ACT, 15 U.S.C. 1601

The undersigned attorney is attempting to collect a debt owed to the Plaintiff, and any information obtained will be used for that purpose. The amount of the debt is stated in this Complaint. Plaintiff is the creditor to whom the debt is owed. Unless the Debtor, within thirty (30) days after your receipt of this notice disputes the validity of the aforesaid debt or any portion thereof owing to the Plaintiff, the undersigned attorney will assume that said debt is valid. If the Debtor notifies the undersigned attorney in writing with the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney shall obtain written verification of the said debt from the Plaintiff and mail same to Debtor. Upon written request by Debtor to the undersigned attorney within said thirty (30) day period, the undersigned attorney will provide debtor with the name and address of the original creditor if different from the current creditor.

PURCELL, KRUG & HALLER  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178  
Attorney I.D.# 15700  
Attorney for Plaintiff

JPMORGAN CHASE BANK AS TRUSTEE  
Plaintiff

vs.

AMBER L. BELL AND  
JURY W. BELL

Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff, JPMORGAN CHASE BANK, AS TRUSTEE, is a National Association, acting through its servicing agent of Homecomings Financial Network, Inc., with an address of 9350 Waxie Way, San Diego, California 92123.
2. Defendant, AMBER L. BELL, is an adult individual whose last known address is 430 EAGLE STREET, MORRISDALE, PA 16858. Defendant, JURY W. BELL, is an adult individual whose last known address is 430 EAGLE STREET, MORRISDALE, PA 16858.
3. On or about, June 30, 2005, the said Defendants executed and delivered a Mortgage Note in the sum of \$99,025.00 payable to HOMECOMINGS FINANCIAL NETWORK, INC., which Note is attached hereto and marked Exhibit "A".
4. Contemporaneously with and at the time of the execution of the aforesaid Mortgage Note, in order to secure payment of the same, Defendants made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Homecomings Financial Network, Inc., a certain real estate Mortgage which is recorded in the Recorder of Deeds Office of the within County and Commonwealth in Mortgage Book I.D. Number 200511844 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to JPMORGAN CHASE BANK AS TRUSTEE and will be sent for recording. The said Mortgage and Assignments are incorporated herein by reference.
5. The land subject to the Mortgage is: 430 EAGLE STREET, MORRISDALE, PA 16858 and is more particularly described in Exhibit "B" attached hereto.
6. The said Defendants are the real owners of the property.

7. The Mortgage is in default due to the fact that Mortgagors have failed to pay the installment due on April 01, 2006 and all subsequent installments thereon, and the following amounts are due on the Mortgage:

UNPAID PRINCIPAL BALANCE	\$98,480.88
Interest at \$21.58 per day From 03/01/2006 To 08/01/2006 (based on contract rate of 8.0000%)	\$3,301.74
Late Charges \$24.93 From 04/01/2006 to 08/01/2006	\$124.65
Attorney's Fee at 5% of Principal Balance	\$4,924.04
TOTAL	<hr/> \$106,831.31

\*\*Together with interest at the per diem rate noted above after August 01, 2006 and other charges and costs to date of Sheriff's Sale.

The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged that are actually incurred by Plaintiff.

8. No judgment has been entered upon said Mortgage in any jurisdiction.
9. Notice of Intention to foreclose and accelerate the loan balance pursuant to Pennsylvania Act No. 6 of 1974 is not required in that the original principal balance exceeds \$50,000.00.
10. Defendants are not members of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.
11. Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendants have either failed to meet the time

limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance, said notices hereto and marked Exhibit "C".

**WHEREFORE**, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 8.0000% (\$21.58 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.

By: 

**PURCELL, KRUG & HALLER**

Leon P. Haller, Esquire

Attorney for Plaintiff

I.D. # 15700

1719 N. Front Street

Harrisburg, PA 17102

(717-234-4178)

# ADJUSTABLE RATE NOTE

(6-Month LIBOR Index - Rate Caps)

(Assumable during Life of Loan) (First Business Day of Preceding Month Lookback)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

JUNE 30TH, 2005  
[Date]

STATE COLLEGE  
[City]

PENNSYLVANIA  
[State]

430 EAGLE STREET, MORRISDALE, PA 16858  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 99,025.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HOMECOMINGS FINANCIAL NETWORK, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.0000 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on AUGUST 1ST, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JULY 1ST, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 9 SYLVAN WAY, SUITE 100, PARSIPPANY, NJ 07054

or at a different place if required by the Note Holder.

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 726.61 . This amount may change.

### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE - 6-Month LIBOR Index (Assumable during Life of Loan) (First Business Day Lookback) - Single Family - Freddie Mac UNIFORM INSTRUMENT

MFCD9152 (07/2004) 042-449731-1 / AC26AM

VMP-815N (0404)

Form 5520 3/04

VMP Mortgage Solutions (800)521-7291

Page 1 of 4

Initials: AJB



EXHIBIT A

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of JULY, 2007, and may change on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND THREE EIGHTHS percentage point(s) (6.375 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.0000 % or less than 6.3750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE percentage point(s) (1.0000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 14.0000 %.

##### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### 5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

#### 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Jury W. Bell  
JURY W. BELL

(Seal)  
-Borrower

Amber L. Bell  
AMBER L. BELL

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

WITHOUT RECOURSE  
PAY TO THE ORDER OF

Audrey Covington  
AUDREY COVINGTON  
ASSISTANT SECRETARY  
HOMECOMINGS FINANCIAL NETWORK, INC.  
A DELAWARE CORPORATION



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

**BEGINNING at a Pine Corner formerly of Pardes and Ashmond, recently of Dorothy A. Eisenhower; thence by land of said Eisenhower north two (2) degrees thirty five (35) minutes east eight hundred forty four (844) feet, more or less, to the south side of what was formerly Wigton's tramway, now a public road; thence by the south side of said tram way, now a public road, five hundred twenty eight (528) feet to a gate post; thence by residue of piece south eight (8) degrees and fifteen minutes east four hundred eighty nine (489) feet to the Pardes and Ashmond line, recently the Dorothy A. Eisenhower line; thence by said line south eighty five (85) degrees and thirty eight (38) minutes two hundred ninety seven (297) feet to the place of beginning. Containing five (5) acres and thirty seven (37) perches, less the 2524/10000 of an acre reserved.**

## Homecomings Financial

A GMAC Company

June 05, 2006

Certified Mail, Return Receipt Requested

0424497311  
Jury W Bell  
430 Eagle Street  
Morrisdale, PA 16858

Re: Property Address: 430 Eagle Street  
Morrisdale, PA 16858

Loan Number: 0424497311

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 3,077.97**. That sum includes the following:

3 payments totaling:	\$ 2,996.31
Late charges:	\$ 72.66
Other fees and/or costs	\$ 9.00
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF **\$ 3,077.97** BY **July 05, 2006** TO THE FOLLOWING ADDRESS: **Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Sincerely,

Loan Counseling Department

HLH

\*Homeownership counseling is available to you through the 'Credit Counseling Resource Center' (CCRC), an alliance of consumer credit counseling agencies. The CCRC has been retained by Homecomings Financial to provide advice to you on credit issues, including how to reduce debt and improve cash flow management capabilities. You may contact them at 1.877.806.0775 for assistance at no cost to you, or you may wish to contact a HUD-approved housing counseling agency by calling 1.800.569.4287 for further information.

**EXHIBIT** C

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Date: June 05, 2006

TO: Jury W Bell  
430 Eagle Street  
Morrisdale, PA 16858

Premises: 430 Eagle Street  
Morrisdale, PA 16858

Re: Loan Number: 0424497311  
FROM: Homecomings Financial

## **HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES  
BEYOND YOUR CONTROL,

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

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

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

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

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

### **LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
Attn: Ryan Ramos  
9350 Wixie Way Ste. 100  
San Diego, CA. 92123  
Fax: 858-514-5516

**ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.**

**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 CONSTRUED 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:

430 Eagle Street , Morrisdale, PA 16858

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 04/01/06 to 06/01/06 totaling:	\$ 2,996.31
Late Charges:	\$ 72.66
Other fees and/or costs (including NSF charges and property inspections):	\$ 9.00
LESS: Unapplied Funds:	N/A
TOTAL	\$ 3,077.97

**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 DUE TO THE LENDER, WHICH IS \$ 3,077.97, 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:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

**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 right 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 attorney 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 attorney, 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 six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

**EFFECT OF THE 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 be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

TO HAVE 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.

Sincerely,

Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

# Homecomings Financial

A GMAC Company

October 05, 2005

Certified Mail, Return Receipt Requested

0424497311  
Amber L Bell  
430 Eagle Street  
Morrisdale, PA 16858

Re: Property Address: 430 Eagle Street  
Morrisdale, PA 16858

Loan Number: 0424497311

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is **\$ 2,479.29**. That sum includes the following:

3 payments totaling:	\$ 2,479.29
Late charges:	\$ .00
Other fees and/or costs	N/A
Unapplied Funds :	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **1.800.206.2901**.

**TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 2,479.29 BY November 04, 2005 TO THE FOLLOWING ADDRESS: Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700**

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Sincerely,

Loan Counseling Department

HLH

\*Homeownership counseling is available to you through the 'Credit Counseling Resource Center' (CCRC), an alliance of consumer credit counseling agencies. The CCRC has been retained by Homecomings Financial to provide advice to you on credit issues, including how to reduce debt and improve cash flow management capabilities. You may contact them at 1.877.806.0775 for assistance at no cost to you, or you may wish to contact a HUD-approved housing counseling agency by calling 1.800.569.4287 for further information.



# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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 LLAMANDA ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

Date: October 05, 2005

TO: Amber L Bell  
430 Eagle Street  
Morrisdale, PA 16858

Premises: 430 Eagle Street  
Morrisdale, PA 16858

Re: Loan Number: 0424497311  
FROM: Homecomings Financial

## **HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES  
BEYOND YOUR CONTROL,

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

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

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

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

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

### **LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE**

HomeComings Financial  
Attn: Ryan Ramos  
9350 Waxie Way Ste. 100  
San Diego, CA. 92123  
Fax: 858-514-5516

**ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.**

**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 CONSTRUED 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:

430 Eagle Street , Morrisdale, PA 16858

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/05 to 10/01/05 totaling:	\$ 2,479.29
Late Charges:	N/A
Other fees and/or costs (including NSF charges and property inspections):	N/A
LESS: Unapplied Funds:	N/A
TOTAL	\$ 2,479.29

**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 DUE TO THE LENDER, WHICH IS \$ 2,479.29, 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:**

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO:  
1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

**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 right 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 attorney 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 attorney, 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 six (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Homecomings Financial  
2711 N. Haskell, Suite 900  
Dallas, TX 75204  
Attn: Loan Counseling Department  
Phone: 1.800.206.2901

**EFFECT OF THE 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 be able to sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

TO HAVE 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.

Sincerely,

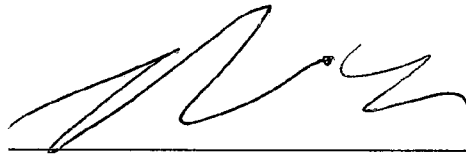
Loan Counseling Department

Enclosure(s)  
List of Counseling Agencies

# VERIFICATION

I, Leon P. Haller, Esquire, hereby swear and affirm that the facts contained in the foregoing COMPLAINT for Mortgage Foreclosure are true and correct to the best of my knowledge, information, and belief based upon information provided by Plaintiff JP MORGAN CHASE BANK, AS TRUSTEE. Said facts contained herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: July 25, 2006

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

Leon P. Haller, Esquire

**FILED**  
AUG 29 2006  
William A. Shirk  
Prothonotary/Clerk of Courts

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

AMBER L. BELL  
JURY W. BELL,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

**P R A E C I P E**

**TO THE PROTHONOTARY OF THE WITHIN COUNTY:**

Please enter **JUDGMENT** in rem in favor of the Plaintiff and against Defendant(s)

**AMBER L. BELL and JURY W. BELL** for failure to plead to the above action within twenty (20)

days from date of service of the Complaint, and assess Plaintiff's damages as follows:

Unpaid Principal Balance	\$98,480.88
Interest	\$3,301.74
Per diem of \$21.58	
From 03/01/2006	
To 08/01/2006	
Accumulated Late Charges	
Late Charges	\$124.65
(\$24.93 per month to	
08/01/2006)	
5% Attorney's Commission	\$4,924.04
<b>TOTAL</b>	<b>\$106,831.31</b>

\*\*Together with additional interest at the per diem rate indicated above from the date herein, based on the contract rate, and other charges and costs to the date of Sheriff's Sale.

PURCELL, KRUG & HALLER

By

Leon P. Haller PA I.D. # 15700  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

**FILED** Atty pd. 20.00  
m) 11:15 AM  
SEP 11 2006 Notice to Defs.  
Statement to Atty  
William A. Shaw  
Prothonotary/Clerk of Courts



JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

AMBER L. BELL  
JURY W. BELL,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

**CERTIFICATE OF SERVICE**  
**PURSUANT TO PA. R.C.P. 237.1**

I hereby certify that on August 29, 2006 I served the Ten Day Notice required by Pa. R.C.P. on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By 

Leon P. Haller PA I.D. # 15700  
Attorney for Plaintiff  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

JPMORGAN CHASE BANK AS TRUSTEE,  
Plaintiff

VS.

AMBER L. BELL AND  
JURY W. BELL  
Defendants

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 06-1192-CD

CIVIL ACTION LAW  
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **August 29, 2006**

**TO:**

AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO  
COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED  
FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

**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 (10) 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 SERVICE TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

CLEARFIELD COUNTY LAWYER REFERRAL SERVICE  
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD CO COURTHOUSE, 230 EAST MAIN STREET  
CLEARFIELD, PA 16830  
814-765-2641 \*5982

PURCELL, KRUG & HALLER

By 

LEON P. HALLER, Attorney for Plaintiff  
I.D. # 15700  
1719 N. Front St., Harrisburg, PA 17102  
(717) 234-4178

FILED

SEP 11 2006

William A. Shaw  
Prothonotary/Clerk of Courts

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

AMBER L. BELL  
JURY W. BELL,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

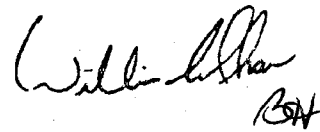
**NOTICE OF ENTRY OF JUDGMENT**

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that on September 11, 2006 the following judgment has been entered against you in the above-captioned matter:

**\$106,831.31** and for the sale and foreclosure of your property located at: **430 EAGLE STREET MORRISDALE, PA 16858**

Dated: September 8, 2006

  
\_\_\_\_\_  
PROTHONOTARY

Attorney for Plaintiff:  
Leon P. Haller  
1719 North Front Street  
Harrisburg, PA 17102  
Phone: (717) 234-4178

I hereby certify that the following person(s) and their respective addresses are the proper individuals to receive this Notice pursuant to PA R.C.P. No. 236

AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

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

JP Morgan Chase Bank  
Plaintiff(s)

No.: 2006-01192-CD

Real Debt: \$106,831.31

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Amber L. Bell  
Jury W. Bell  
Defendant(s)

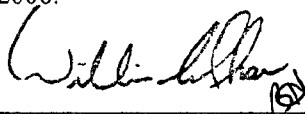
Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: September 11, 2006

Expires: September 11, 2011

Certified from the record this 11th day of September, 2006.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

AMBER L. BELL  
JURY W. BELL,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

**PRAECIPE FOR WRIT OF EXECUTION**  
**(MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183**

**TO THE PROTHONOTARY:**

Kindly Issue a Writ of Execution in the above matter on the real estate located at **430 EAGLE STREET MORRISDALE, PA 16858** as follows:

Total Amount of Judgment	\$106,831.31
Interest	\$1,942.20
Per diem of \$21.58	
To 11/1/06	
Late Charges	\$74.79
(\$24.93 per month to 11/1/06)	
Escrow Deficit	\$2,000.00

**TOTAL WRIT**

**\$110,848.30**

**125.00 Prothonotary costs**

**\*\*Together with any additional interests, charges and costs to the date of Sheriff's Sale.**

By

**LEON P. HALLER I.D. #15700**

**ATTORNEY FOR PLAINTIFF**

**1719 North Front Street**

**Harrisburg, PA 17102**

**(717) 234-4178**

Dated: September 8, 2006

Attached is a description of the real estate.

**FILED** 1000 Lewin's  
m/11-23-06 w/prop descr.  
SEP 11 2006 to Shff  
Prothonotary/Clerk of Courts  
William A. Shaw  
20.00

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

**BEGINNING at a Pine Corner formerly of Pardes and Ashmond, recently of Dorothy A. Eisenhower; thence by land of said Eisenhower north two (2) degrees thirty-five (35) minutes East eight hundred forty four (844) feet, more or less, to the south side of what was formerly Wigton's tramway, now a public road; thence by the south side of said tram way, now a public road, five hundred twenty eight (528) feet to a gate post; thence by residue of piece south eight (8) degrees and fifteen minutes east four hundred eighty nine (489) feet to the Pardes and Ashmond line, recently the Dorothy A. Eisenhower line; thence by said line south eight five (85) degrees and thirty eight (38) minutes two hundred ninety seven (297) feet to the place of beginning.**

**CONTAINING five (5) acres and thirty seven (37) perches, less the 2524/10000 of an arce reserved.**

**UNDER AND SUBJECT to all existing easements, covenants and conditions of record.**

**HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 430 EAGLE STREET  
MORRISDALE, PA 16858**

**BEING THE SAME PREMISES WHICH Ivy L. Moore by deed dated 6/30/05 and recorded in  
Clearfield County Instrument #2005-11843 granted and conveyed unto Jury W. Bell and Amber L. Bell.**

**Control #124089019**

**FILED**

**SEP 11 2006**

William A. Shaw  
Prothonotary/Clerk of Courts



JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

AMBER L. BELL  
JURY W. BELL,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

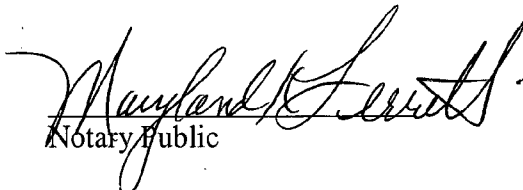
COUNTY OF DAUPHIN :

I, **LEON P. HALLER**, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

Sworn to and subscribed :

before me this 8 day :

of Sept. 20 06 :

  
Notary Public

  
LEON P. HALLER, ESQUIRE

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
MARYLAND K. FERRETTI, Notary Public  
Lower Paxton Twp., Dauphin County  
My Commission Expires Aug. 8, 2010

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

AMBER L. BELL  
JURY W. BELL,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

**NON-MILITARY AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County,  
**LEON P. HALLER, ESQUIRE** who being duly sworn according to law deposes and states that the  
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way  
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed :

before me this 8 day :

of Sept 20 06 :

  
Notary Public

  
LEON P. HALLER, ESQUIRE

COMMONWEALTH OF PENNSYLVANIA  
**NOTARIAL SEAL**  
MARYLAND K. FERRETTI, Notary Public  
Lower Paxton Twp., Dauphin County  
My Commission Expires Aug. 8, 2010

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

AMBER L. BELL  
JURY W. BELL,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT PURSUANT TO RULE 3129.1**

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **430 EAGLE STREET MORRISDALE, PA 16858:**

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

AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

2. Name and address of Defendant(s) in the Judgment, if different from that listed. in (1) above: **SAME**

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

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

**PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):**

Pennsylvania Housing Finance Agency  
211 N. Front Street  
P. O. Box 8029  
Harrisburg, PA 17105-8029

CitiMortgage, Inc.  
ATTN: Document Custody  
1000 Technology Drive – MS221  
O'Fallon, MO 63304-2240

CitiMortgage, Inc.  
1000 Technology Drive  
St. Charles, MO 63304-2240

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

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: **UNKNOWN**

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:

DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

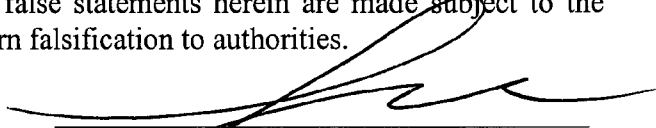
TENANT/OCCUPANT  
430 EAGLE STREET  
MORRISDALE, PA 16858

First American Title Ins. Co.  
Claim #PA 8133-06  
620 Freedom Business Center Drive – 4<sup>th</sup> Floor  
King of Prussia, PA 19406

William Donovan, Esquire  
1315 East College Avenue – Suite 301  
State College, PA 16801

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA C.S. Section 4904 relating to unsworn falsification to authorities.



Leon P. Haller PA I.D. #15700  
Pitrell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

JP Morgan Chase Bank as Trustee

Vs.

NO.: 2006-01192-CD

Amber L. Bell and Jury W. Bell

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due JP MORGAN CHASE BANK, as Trustee, Plaintiff(s) from AMBER L. BELL and JURY W. BELL, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

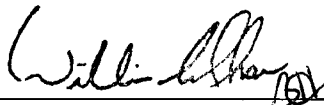
Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....\$106,831.31  
INTEREST per diem of \$21.58 to 11/1/06:..\$1,942.20  
ATTY'S COMM: \$  
ESCROW DEFICIT:.....\$2,000.00  
DATE: 09/11/2006

PROTHONOTARY'S COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES (\$24.93 per  
month to 11/1/06):.....\$74.79



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

Requesting Party: Leon P. Haller, Esq.  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

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

**BEGINNING at a Pine Corner formerly of Pardes and Ashmond, recently of Dorothy A. Eisenhower; thence by land of said Eisenhower north two (2) degrees thirty-five (35) minutes East eight hundred forty four (844) feet, more or less, to the south side of what was formerly Wigton's tramway, now a public road; thence by the south side of said tram way, now a public road, five hundred twenty eight (528) feet to a gate post; thence by residue of piece south eight (8) degrees and fifteen minutes east four hundred eighty nine (489) feet to the Pardes and Ashmond line, recently the Dorothy A. Eisenhower line; thence by said line south eight five (85) degrees and thirty eight (38) minutes two hundred ninety seven (297) feet to the place of beginning.**

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**UNDER AND SUBJECT to all existing easements, covenants and conditions of record.**

**HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 430 EAGLE STREET  
MORRISDALE, PA 16858**

**BEING THE SAME PREMISES WHICH Ivy L. Moore by deed dated 6/30/05 and recorded in  
Clearfield County Instrument #2005-11843 granted and conveyed unto Jury W. Bell and Amber L. Bell.**

**Control #124089019**

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

AMBER L. BELL  
JURY W. BELL,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

**RETURN OF SERVICE**

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 10/20/2006, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

AMBER L. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

JURY W. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

TENANT/OCCUPANT  
430 EAGLE STREET  
MORRISDALE, PA 16858

First American Title Ins. Co.  
Claim #PA 8133-06  
620 Freedom Business Center Drive – 4<sup>th</sup> Floor  
King of Prussia, PA 19406

**FILED** NO  
m/10:58/30 CC  
NOV 30 2006 (5)


William A. Shaw  
Prothonotary/Clerk of Courts

Pennsylvania Housing Finance Agency  
211 N. Front Street  
P. O. Box 8029  
Harrisburg, PA 17105-8029

CitiMortgage, Inc.  
ATTN: Document Custody  
1000 Technology Drive – MS221  
O'Fallon, MO 63304-2240

CitiMortgage, Inc.  
1000 Technology Drive  
St. Charles, MO 63304-2240

William Donovan, Esquire  
1315 East College Avenue – Suite 301  
State College, PA 16801

By   
PURCELL, KRUG & HALLER  
Attorneys for Plaintiff  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178



LAW OFFICES

*Purcell, Krug & Haller*

1719 NORTH FRONT STREET  
HARRISBURG, PENNSYLVANIA 17102-2392  
TELEPHONE (717) 234-4178  
FAX (717) 234-1206

HOWARD B. KRUG  
LEON P. HALLER  
JOHN W. PURCELL JR.  
JILL M. WINKA  
BRIAN J. TYLER  
NICHOLE M. STALEY O'GORMAN

HERSHEY  
(717) 533-3836  
JOSEPH NISSLEY (1910-1982)  
JOHN W. PURCELL  
VALERIE A. GUNNOF  
COUNSEL

AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

AMBER L. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

JURY W. BELL  
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PHILIPSBURG, PA 16866

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Clearfield County Courthouse  
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Clearfield, PA 16830

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William Donovan, Esquire  
1315 East College Avenue – Suite 301  
State College, PA 16801

**NOTICE IS HEREBY GIVEN** to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

**YOU ARE HEREBY NOTIFIED** that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

**YOU ARE FURTHER NOTIFIED** that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By: 

Leon P. Haller PA I.D.15700  
Attorney for Plaintiff

JPMORGAN CHASE BANK AS TRUSTEE,  
PLAINTIFF

VS.

AMBER L. BELL  
JURY W. BELL,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**  
**PURSUANT TO**  
**PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1**

**TAKE NOTICE:**

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: **FRIDAY, DECEMBER 1, 2006**

TIME: **10:00 O'CLOCK, A.M.; PREVAILING LOCAL TIME**

LOCATION: Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830

**THE PROPERTY TO BE SOLD** is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

**430 EAGLE STREET  
MORRISDALE, PA 16858**

**THE JUDGMENT** under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

**No. 06-1192-CD**

**JUDGMENT AMOUNT \$106,831.31**

**THE NAMES OF THE OWNERS OR REPUTED OWNERS** of this property is:

**AMBER L. BELL and JURY W. BELL**

A **SCHEDULE OF DISTRIBUTION**, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (**for example, to banks that hold mortgages and municipalities that are owed taxes**) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

**THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.**

**IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.**

**IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT**

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:**

**Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 (Ext. 5982)**

**THE LEGAL RIGHTS YOU MAY HAVE ARE:**

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

**PURCELL, KRUG & HALLER  
Attorneys for Plaintiff  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178**

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**BEING THE SAME PREMISES WHICH Ivy L. Moore by deed dated 6/30/05 and recorded in  
Clearfield County Instrument #2005-11843 granted and conveyed unto Jury W. Bell and Amber L. Bell.**

**Control #124089019**

7160 3901 9849 3367 5980

**TO:** AMBER L. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

**SENDER:** NOS 12/01/06

**REFERENCE:** HC VS. BELL

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.63
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	3.70
	Total Postage & Fees	8.58

US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE

OCT 20 2006

PHILIPSBURG, PA  
USPS

7160 3901 9849 3367 5966

**TO:** AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

**SENDER:** NOS 12/01/06

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US Postal Service  
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Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE

OCT 20 2006

PHILIPSBURG, PA  
USPS

7160 3901 9849 3367 5997

**TO:** JURY W. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

**SENDER:** NOS 12/01/06

**REFERENCE:** HC VS. BELL

PS Form 3800, January 2005

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US Postal Service  
**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE

OCT 20 2006

PHILIPSBURG, PA  
USPS

7160 3901 9849 3367 5973

**TO:** JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

**SENDER:** NOS 12/01/06

**REFERENCE:** HC VS. BELL

PS Form 3800, January 2005

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**Receipt for  
Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail

POSTMARK OR DATE

OCT 20 2006

PHILIPSBURG, PA  
USPS

HOMECOMINGS FINANCIAL NETWORK, INC. v. AMBER L. BELL JURY W. BELL  
Clearfield County Sale 12-1-06 @ 10:00am

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

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Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

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JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

AMBER L. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

Postmark:



UNITED STATES POSTAGE  
02 1A  
0004353871  
\$ 00.95<sup>0</sup>  
OCT 20 2006  
MAILED FROM ZIP CODE 17102



**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Postmark:

JURY W. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

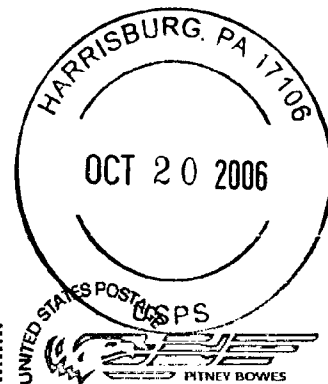
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

TENANT/OCCUPANT  
430 EAGLE STREET  
MORRISDALE, PA 16858

Postmark:



02 1A  
0004353871 OCT 20 2006  
MAILED FROM ZIP CODE 17102  
\$ 00.95<sup>0</sup>

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Pennsylvania Housing Finance Agency

211 N. Front Street

P. O. Box 8029

Harrisburg, PA 17105-8029

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

First American Title Ins. Co.

Claim #PA 8133-06

620 Freedom Business Center Drive – 4<sup>th</sup> Floor

King of Prussia, PA 19406

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

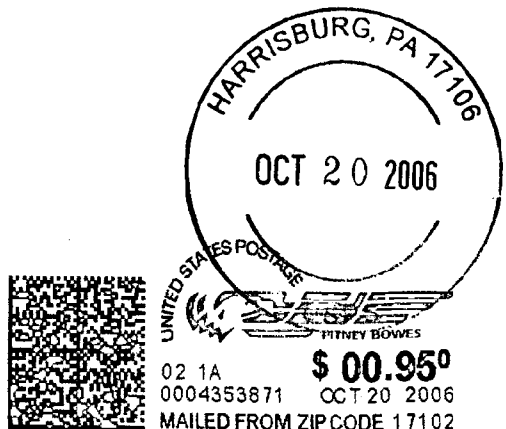
CitiMortgage, Inc.

ATTN: Document Custody

1000 Technology Drive – MS221

O'Fallon, MO 63304-2240

Postmark:



**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

CitiMortgage, Inc.  
1000 Technology Drive  
St. Charles, MO 63304-2240

Postmark:

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Received from:

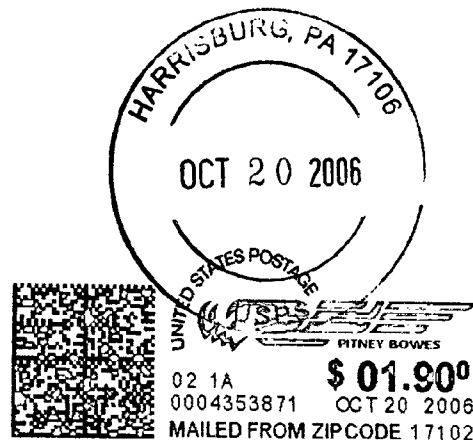
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

William Donovan, Esquire  
1315 East College Avenue – Suite 301  
State College, PA 16801

Postmark:



**FILED**

**NOV 30 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

JPMORGAN CHASE BANK AS  
TRUSTEE,

Plaintiff

Vs.

AMBER L. BELL  
JURY W. BELL,

Defendants

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

:  
:  
: No.06-1192-CD

:  
:  
: CIVIL ACTION – LAW -  
: IN MORTGAGE FORECLOSURE

**FILED** *no cc*  
m 10:59 AM  
NOV 30 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**VOLUNTARY SUBSTITUTION OF U.S. BANK NATIONAL ASSOCIATION AS**  
**TRUSTEE**  
**PURSUANT TO RULE 2352 (a)**

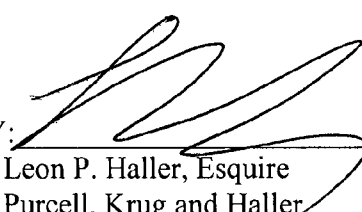
1. U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE, will be the last assignee of record and wishes to substitute itself for Plaintiff.

2. Material facts in which the right of succession and substitution is based are as follows:

On October 25, 2006, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. assigned all of its right, title and interest to U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE. Assignment was recorded in Book 32855, Page 273.

3. U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE does voluntarily substitute itself as Plaintiff herein.

BY:

  
Leon P. Haller, Esquire  
Purcell, Krug and Haller  
1719 North Front Street  
Harrisburg, PA 17102  
ID#15700  
Attorney for Plaintiff

Date: November 28, 2006

**FILED**

**NOV 30 2006**

**William A. Shaw  
Prothonotary/Clerk of Courts**

AMBER L. BELL  
JURY W. BELL,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

## IN MORTGAGE FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183

**TO THE PROTHONOTARY:**

Kindly Issue a Writ of Execution in the above matter on the real estate located at **430 EAGLE STREET MORRISDALE, PA 16858** as follows:

Total Amount of Judgment	\$106,831.31
Interest	\$4,316.00
Per diem of \$21.58	
To 6/1/07	
Late Charges	\$249.30
(\$24.93 per month to 6/1/07)	
Escrow Deficit	\$2,021.76

**TOTAL WRIT**

**\$113,418.37**

145.00

## Prothonotary costs

**\*\*Together with any additional interests, charges and costs to the date of Sheriff's Sale.**

By LEON P. HALLER I.D. #15700  
ATTORNEY FOR PLAINTIFF  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

Dated: March 27, 2007

Attached is a description of the real estate.

**FILED** *Atty pd. 20.00*  
*m 12.19.01*  
**MAR 29 2007** *1 cc Colewrits*  
*w/prop. descr.*  
*to Sheriff*  
 William A. Shaw  
 Notary Public / Clerk of Courts *(60)*

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

**BEGINNING at a Pine Corner formerly of Pardes and Ashmond, recently of Dorothy A. Eisenhower; thence by land of said Eisenhower north two (2) degrees thirty-five (35) minutes East eight hundred forty four (844) feet, more or less, to the south side of what was formerly Wigton's tramway, now a public road; thence by the south side of said tram way, now a public road, five hundred twenty eight (528) feet to a gate post; thence by residue of piece south eight (8) degrees and fifteen minutes east four hundred eighty nine (489) feet to the Pardes and Ashmond line, recently the Dorothy A. Eisenhower line; thence by said line south eight five (85) degrees and thirty eight (38) minutes two hundred ninety seven (297) feet to the place of beginning.**

**CONTAINING five (5) acres and thirty seven (37) perches, less the 2524/10000 of an arce reserved.**

**UNDER AND SUBJECT to all existing easements, covenants and conditions of record.**

**HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 430 EAGLE STREET  
MORRISDALE, PA 16858**

**BEING THE SAME PREMISES WHICH Ivy L. Moore by deed dated 6/30/05 and recorded in  
Clearfield County Instrument #2005-11843 granted and conveyed unto Jury W. Bell and Amber L. Bell.**

**Control #124089019**



U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE  
PLAINTIFF

VS.

AMBER L. BELL  
JURY W. BELL,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :

SS

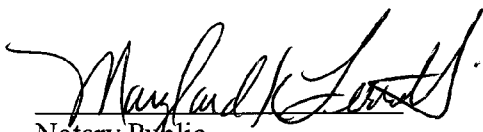
COUNTY OF DAUPHIN :

I, **LEON P. HALLER**, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed to meet the time limitations as set forth therein or have been determined by the Housing Finance Agency not to qualify for assistance.

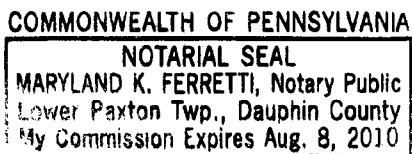
Sworn to and subscribed :

before me this 27 day :

of March 20 07 :

  
Notary Public

  
LEON P. HALLER, ESQUIRE



U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE  
PLAINTIFF  
VS.

AMBER L. BELL  
JURY W. BELL,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

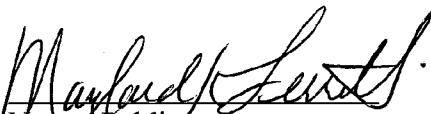
COUNTY OF DAUPHIN :


Personally appeared before me, a Notary Public in and for said Commonwealth and County,  
**LEON P. HALLER, ESQUIRE** who being duly sworn according to law deposes and states that the  
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way  
which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

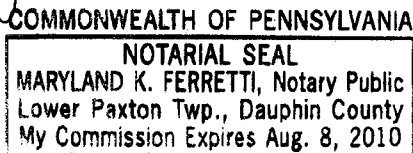
Sworn to and subscribed :

before me this 27 day :

of March 20 07 :

  
Notary Public

  
LEON P. HALLER, ESQUIRE



U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE  
PLAINTIFF  
VS.

AMBER L. BELL  
JURY W. BELL,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

**AFFIDAVIT PURSUANT TO RULE 3129.1**

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **430 EAGLE STREET MORRISDALE, PA 16858:**

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

AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

AMBER L. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

JURY W. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

2. Name and address of Defendant(s) in the Judgment, if different from that listed. in (1) above: **SAME**

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

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

**PLAINTIFF HEREIN (AND ANY OTHERS AS NOTED BELOW):**

Pennsylvania Housing Finance Agency  
211 N. Front Street  
P. O. Box 8029  
Harrisburg, PA 17105-8029

CitiMortgage, Inc.  
ATTN: Document Custody  
1000 Technology Drive – MS221  
O'Fallon, MO 63304-2240

CitiMortgage, Inc.  
1000 Technology Drive  
St. Charles, MO 63304-2240

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

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: **UNKNOWN**

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:

DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

TENANT/OCCUPANT  
430 EAGLE STREET  
MORRISDALE, PA 16858

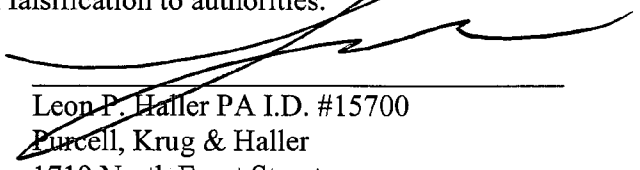
First American Title Ins. Co.  
Claim #PA 8133-06  
620 Freedom Business Center Drive – 4<sup>th</sup> Floor  
King of Prussia, PA 19406

William Donovan, Esquire  
1315 East College Avenue – Suite 301  
State College, PA 16801

Jason Mazzei, Esquire  
Mazzei & Associates  
432 Boulevard of the Allies  
Professional Office Building  
Pittsburgh, PA 15219

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA C.S. Section 4904 relating to unsworn falsification to authorities.



---

Leon P. Haller PA I.D. #15700  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

COPY

JP Morgan Chase Bank,  
U.S. Bank National Association, as Trustee

Vs.

NO.: 2006-01192-CD

Amber L. Bell and Jury W. Bell

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due JP MORGAN CHASE BANK, U.S. BANK NATIONAL ASSOCIATION, as Trustee, Plaintiff(s) from AMBER L. BELL and JURY W. BELL, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

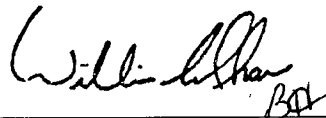
(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....	<b>\$106,831.31</b>	PROTHONOTARY'S COSTS PAID:.....	<b>\$145.00</b>
INTEREST per diem of \$21.58 to 6/1/07:.....	<b>\$4,316.00</b>	SHERIFF: \$	
ATTY'S COMM: \$		OTHER COSTS: \$	
ESCROW DEFICIT:.....	<b>\$2,021.76</b>	LATE CHARGES (\$24.93 per mo. to 6/1/07):..	<b>\$249.30</b>
DATE: 03/29/2007			



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

Requesting Party: Leon P. Haller, Esq.  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

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

**BEGINNING** at a Pine Corner formerly of Pardes and Ashmond, recently of Dorothy A. Eisenhower; thence by land of said Eisenhower north two (2) degrees thirty-five (35) minutes East eight hundred forty four (844) feet, more or less, to the south side of what was formerly Wigton's tramway, now a public road; thence by the south side of said tram way, now a public road, five hundred twenty eight (528) feet to a gate post; thence by residue of piece south eight (8) degrees and fifteen minutes east four hundred eighty nine (489) feet to the Pardes and Ashmond line, recently the Dorothy A. Eisenhower line; thence by said line south eight five (85) degrees and thirty eight (38) minutes two hundred ninety seven (297) feet to the place of beginning.

**CONTAINING** five (5) acres and thirty seven (37) perches, less the 2524/10000 of an arce reserved.

**UNDER AND SUBJECT** to all existing easements, covenants and conditions of record.

**HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS:** 430 EAGLE STREET  
MORRISDALE, PA 16858

**BEING THE SAME PREMISES WHICH** Ivy L. Moore by deed dated 6/30/05 and recorded in  
Clearfield County Instrument #2005-11843 granted and conveyed unto Jury W. Bell and Amber L. Bell.

Control #124089019

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE  
PLAINTIFF  
VS.

AMBER L. BELL  
JURY W. BELL,  
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

RETURN OF SERVICE

I hereby certify that I have deposited in the U.S. Mails at Harrisburg, Pennsylvania on 4/12/2007, a true and correct copy of the Notice of Sale of Real Estate pursuant to PA R.C.P. 3129.1 to the Defendants herein and all lienholders of record by regular first class mail (Certificate of Mailing form in compliance with U.S. Postal Form 3817 is attached hereto as evidence), and also to the Defendants by Certified Mail, which mailing receipts are attached. Service addresses are as follows:

AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

AMBER L. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

JURY W. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

TENANT/OCCUPANT  
430 EAGLE STREET  
MORRISDALE, PA 16858

First American Title Ins. Co.  
Claim #PA 8133-06  
620 Freedom Business Center Drive – 4<sup>th</sup> Floor  
King of Prussia, PA 19406

FILED  
MAY 30 2007  
10:30 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
no C/C (610)



Pennsylvania Housing Finance Agency  
211 N. Front Street  
P. O. Box 8029  
Harrisburg, PA 17105-8029

CitiMortgage, Inc.  
ATTN: Document Custody  
1000 Technology Drive – MS221  
O'Fallon, MO 63304-2240

CitiMortgage, Inc.  
1000 Technology Drive  
St. Charles, MO 63304-2240

William Donovan, Esquire  
1315 East College Avenue – Suite 301  
State College, PA 16801

Jason Mazzei, Esquire  
Mazzei & Associates  
432 Boulevard of the Allies  
Professional Office Building  
Pittsburgh, PA 15219

By   
PURCELL, KRUG & HALLER  
Attorneys for Plaintiff  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

LAW OFFICES

*Purcell, Krug & Haller*

HOWARD B. KRUG  
LEON P. HALLER  
JOHN W. PURCELL JR.  
JILL M. WINKA  
BRIAN J. TYLER  
NICHOLE M. STALEY O'GORMAN

1719 NORTH FRONT STREET  
HARRISBURG, PENNSYLVANIA 17102-2392  
TELEPHONE (717) 234-4178  
FAX (717) 234-1206

HERSHEY  
(717) 533-3836  
JOSEPH NISSLEY (1910-1982)  
JOHN W. PURCELL  
VALERIE A. GUNNOF  
COUNSEL

AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

AMBER L. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

JURY W. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

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MORRISDALE, PA 16858

First American Title Ins. Co.  
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King of Prussia, PA 19406

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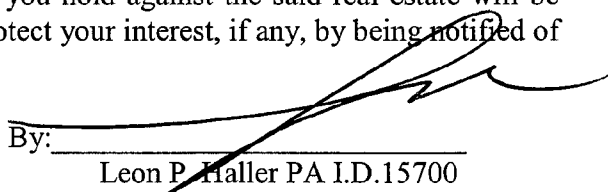
William Donovan, Esquire  
1315 East College Avenue – Suite 301  
State College, PA 16801

Jason Mazzei, Esquire  
Mazzei & Associates  
432 Boulevard of the Allies  
Professional Office Building  
Pittsburgh, PA 15219

**NOTICE IS HEREBY GIVEN** to the Defendants in the within action and those parties who hold one or more mortgages, judgments or tax liens against the real estate which is the subject of the Notice of Sale pursuant to Pennsylvania Rule of Civil Procedure 3129.1 attached hereto.

**YOU ARE HEREBY NOTIFIED** that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the within county on the judgment of the Plaintiff named herein the said real estate will be exposed to public sale as set forth on the attached Notice of Sale.

**YOU ARE FURTHER NOTIFIED** that the lien you hold against the said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff's Sale.

By:   
Leon P. Haller PA I.D.15700  
Attorney for Plaintiff

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE  
PLAINTIFF

VS.

AMBER L. BELL  
JURY W. BELL,

DEFENDANT(S)

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 06-1192-CD

IN MORTGAGE FORECLOSURE

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**  
**PURSUANT TO**  
**PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.1**

**TAKE NOTICE:**

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: Friday, June 1, 2007

TIME: 10:00 A.M.

LOCATION: Clearfield County Courthouse  
2<sup>nd</sup> and Market Streets  
Clearfield, PA 16830

**THE PROPERTY TO BE SOLD** is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

**430 EAGLE STREET  
MORRISDALE, PA 16858**

**THE JUDGMENT** under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

**No. 06-1192-CD**

**JUDGMENT AMOUNT \$106,831.31**

**THE NAMES OF THE OWNERS OR REPUTED OWNERS** of this property is:

**AMBER L. BELL and JURY W. BELL**

A **SCHEDULE OF DISTRIBUTION**, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (**for example, to banks that hold mortgages and municipalities that are owed taxes**) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

**THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.**

**IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.**

**IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT**

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:**

**Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641 (Ext. 5982)**

**THE LEGAL RIGHTS YOU MAY HAVE ARE:**

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

**PURCELL, KRUG & HALLER  
Attorneys for Plaintiff  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178**

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

**BEGINNING at a Pine Corner formerly of Pardes and Ashmond, recently of Dorothy A. Eisenhower; thence by land of said Eisenhower north two (2) degrees thirty-five (35) minutes East eight hundred forty four (844) feet, more or less, to the south side of what was formerly Wigton's tramway, now a public road; thence by the south side of said tram way, now a public road, five hundred twenty eight (528) feet to a gate post; thence by residue of piece south eight (8) degrees and fifteen minutes east four hundred eighty nine (489) feet to the Pardes and Ashmond line, recently the Dorothy A. Eisenhower line; thence by said line south eight five (85) degrees and thirty eight (38) minutes two hundred ninety seven (297) feet to the place of beginning.**


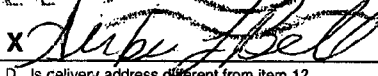
**CONTAINING five (5) acres and thirty seven (37) perches, less the 2524/10000 of an arce reserved.**

**UNDER AND SUBJECT to all existing easements, covenants and conditions of record.**

**HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 430 EAGLE STREET  
MORRISDALE, PA 16858**

**BEING THE SAME PREMISES WHICH Ivy L. Moore by deed dated 6/30/05 and recorded in  
Clearfield County Instrument #2005-11843 granted and conveyed unto Jury W. Bell and Amber L. Bell.**

**Control #124089019**

2. Article Number		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
		A. Received by (Please Print Clearly)	B. Date of Delivery
7160 3901 9849 8163 8616		Amber Bell	4-4-07
3. Service Type <b>CERTIFIED MAIL</b>		C. Signature	<input type="checkbox"/> Agent
4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes		X 	<input type="checkbox"/> Addressee
1. Article Addressed to:		D. Is delivery address different from item 1? If YES, enter delivery address below:	
AMBER L. BELL		<input type="checkbox"/> Yes	
430 EAGLE STREET		<input type="checkbox"/> No	
MORRISDALE, PA 16858			
HC/BEL		INOS 06/01/07	
PS Form 3811, January 2005		Domestic Return Receipt	



7160 3901 9849 8163 8609

**TO:** JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

**SENDER:** NOS 06/01/07

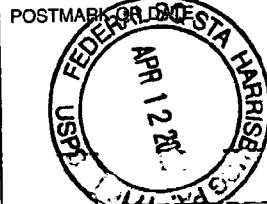
**REFERENCE:** HC/BELL

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.63
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	3.70
	Total Postage & Fees	8.58

**US Postal Service**  
**Receipt for**  
**Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 8163 8593

**TO:** AMBER L. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

**SENDER:** NOS 06/01/07

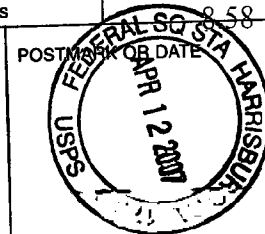
**REFERENCE:** HC/BELL

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.63
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	3.70
	Total Postage & Fees	8.58

**US Postal Service**  
**Receipt for**  
**Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 8163 8616

**TO:** AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

**SENDER:** NOS 06/01/07

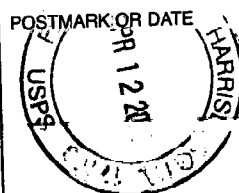
**REFERENCE:** HC/BELL

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.63
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	3.70
	Total Postage & Fees	8.58

**US Postal Service**  
**Receipt for**  
**Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



7160 3901 9849 8163 8586

**TO:** JURY W. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

**SENDER:** NOS 06/01/07

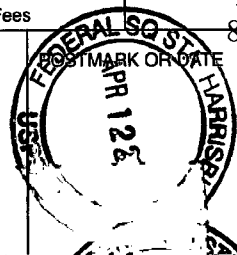
**REFERENCE:** HC/BELL

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	.63
	Certified Fee	2.40
	Return Receipt Fee	1.85
	Restricted Delivery	3.70
	Total Postage & Fees	8.58

**US Postal Service**  
**Receipt for**  
**Certified Mail**

No Insurance Coverage Provided  
Do Not Use for International Mail



HOMEcomings FINANCIAL NETWORK, INC. v. AMBER L. BELL JURY W. BELL  
Clearfield County Sale 06/01/07

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

AMBER L. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

JURY W. BELL  
430 EAGLE STREET  
MORRISDALE, PA 16858

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

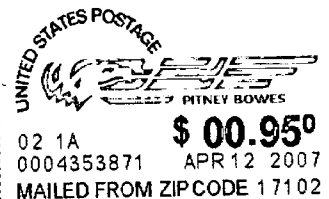
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

AMBER L. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

Postmark:



**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

JURY W. BELL  
150 MARTIN STREET  
PHILIPSBURG, PA 16866

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

DOMESTIC RELATIONS  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

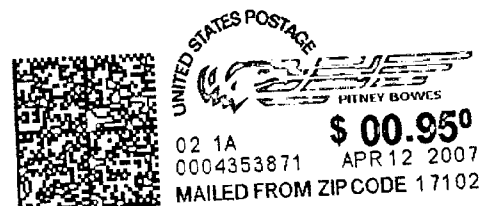
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

TENANT/OCCUPANT  
430 EAGLE STREET  
MORRISDALE, PA 16858

Postmark:



**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Pennsylvania Housing Finance Agency  
211 N. Front Street  
P. O. Box 8029  
Harrisburg, PA 17105-8029

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

First American Title Ins. Co.  
Claim #PA 8133-06  
620 Freedom Business Center Drive – 4<sup>th</sup> Floor  
King of Prussia, PA 19406

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102


Postage:

One piece of ordinary mail addressed to:

CitiMortgage, Inc.  
ATTN: Document Custody  
1000 Technology Drive – MS221  
O'Fallon, MO 63304-2240

Postmark:



UNITED STATES POSTAGE  
  
FITNEY BOWES  
02 1A  
0004353871  
\$ 00.95<sup>0</sup>  
APR 12 2007  
MAILED FROM ZIP CODE 17102

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

CitiMortgage, Inc.  
1000 Technology Drive  
St. Charles, MO 63304-2240

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

William Donovan, Esquire  
1315 East College Avenue – Suite 301  
State College, PA 16801

Postmark:

**U. S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
**(In compliance with Postal Service Form 3877)**

Received from:

Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102

Postage:

One piece of ordinary mail addressed to:

Jason Mazzei, Esquire  
Mazzei & Associates  
432 Boulevard of the Allies  
Professional Office Building  
Pittsburgh, PA 15219

Postmark:



FILED  
MAY 30 2007  
William A. Shaw  
Prothonotary/Clerk of Courts



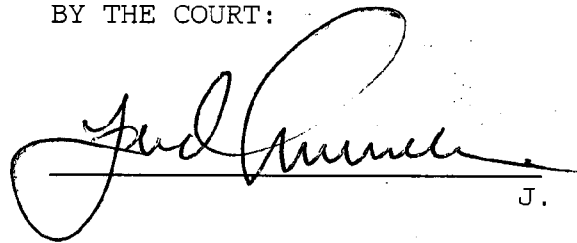
✓

U.S. BANK, NATIONAL ASSOCIATION :IN THE COURT OF COMMON PLEAS  
AS TRUSTEE :CLEARFIELD COUNTY, PENNSYLVANIA  
:  
Plaintiff :CIVIL ACTION - LAW  
:  
vs. :NO. 06-1192-CD  
:  
AMBER L. BELL and JURY W. BELL :IN MORTGAGE FORECLOSURE  
:  
Defendants :

O R D E R

AND NOW, this 13 day of June, 2007,  
upon consideration of Plaintiff's Motion, it appearing that  
Defendant, Jury W. Bell, is deceased, and that Jury W. Bell and his  
Estate are being released from liability pursuant to Rule 1144 of  
the Pennsylvania Rules of Civil Procedure, IT IS HEREBY ORDERED AND  
DECREED that Defendant, Jury W. Bell, be removed as a party  
Defendant in the above case.

BY THE COURT:

  
J.

**FILED**  
07/23/07 2cc  
JUN 13 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty P. Smith  
(will serve)  
(66)

**FILED**  
JUN 13 2007

William A. Shaw  
Prothonotary/Clerk of Courts



LEON P. HALLER, ESQUIRE  
PURCELL, KRUG & HALLER  
1719 NORTH FRONT STREET  
HARRISBURG, PA 17102-2392  
(717) 234-4178  
ATTORNEY FOR PLAINTIFF

FILED  
07/23/2007  
JUN 13 2007

William A. Shaw  
Prothonotary/Clerk of Courts

U.S. BANK, NATIONAL ASSOCIATION : IN THE COURT OF COMMON PLEAS  
AS TRUSTEE : CLEARFIELD COUNTY, PENNSYLVANIA  
:  
Plaintiff : CIVIL ACTION - LAW  
:  
vs. : NO. 06-1192-CD  
:  
AMBER L. BELL and JURY W. BELL : IN MORTGAGE FORECLOSURE  
:  
Defendants :

MOTION TO REMOVE DEFENDANT, JURY W. BELL, OWING TO A  
RELEASE OF LIABILITY UNDER Pa.R.C.P. 1144

AND NOW comes Plaintiff, U.S. Bank, National Association, as  
Trustee, by its attorney, Leon P. Haller, and represents as  
follows:

1. Plaintiff had heretofore filed a Foreclosure Action  
against the above named Defendants.

2. Defendants are the owners of record of 430 Eagle Street,  
Morrisdale, Pennsylvania 16858.


3. Jury W. Bell died January 13, 2007, thereby vesting his  
interest in Amber L. Bell, his wife.

4. Pa.R.C.P. 1144 provides that an original mortgagor need  
not be named as a Defendant if such mortgagor is released from  
liability under the terms of the Note and Mortgage.

5. Plaintiff wishes to release Jury W. Bell and his Estate from liability in accordance with Rule 1144 of the Pennsylvania Rules of Civil Procedure.

WHEREFORE, Plaintiff requests approval to remove Jury W. Bell as a party Defendant in the above case.

PURCELL, KRUG & HALLER

By:   
Leon P. Haller, Esquire  
1719 North Front Street  
Harrisburg, PA 17102-2392  
(717) 234-4178  
Attorney for Plaintiff  
Attorney ID #15700

Dated: April 25, 2007

VERIFICATION

I verify that the statements made in the foregoing Motion to Remove Defendant, Jury W. Bell, are true and correct.

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



Leon P. Haller

Dated: April 25, 2007

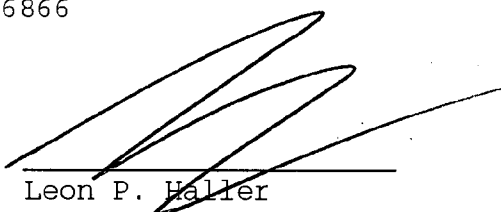
CERTIFICATE OF SERVICE

I, Leon P. Haller, Attorney for Plaintiff, Washington Mutual Bank, FA, hereby certify that a true and correct copy of the foregoing Motion to Remove Defendant, Jury W. Bell, was forwarded to the following individuals by regular U. S. Mail, first class service, postage prepaid, on April 25, 2007, addressed as follows:

Jury W. Bell  
430 Eagle Street  
Morrisdale, PA 16858

Amber L. Bell  
430 Eagle Street  
Morrisdale, PA 16858

Amber L. Bell  
150 Martin Street  
Philipsburg, PA 16866



Leon P. Haller

Dated: April 25, 2007

FILED

JUN 13 2007

William A. Shaw  
Prothonotary/Clerk of Courts

LEON P. HALLER, ESQUIRE  
PURCELL, KRUG & HALLER  
1719 NORTH FRONT STREET  
HARRISBURG, PA 17102-2392  
(717)234-4178  
ATTORNEY FOR PLAINTIFF

FILED  
m/11:00am  
JUN 21 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

U.S. BANK, NATIONAL ASSOCIATION :IN THE COURT OF COMMON PLEAS  
AS TRUSTEE :CLEARFIELD COUNTY, PENNSYLVANIA  
:  
Plaintiff :CIVIL ACTION - LAW  
:  
vs. :NO. 06-1192-CD  
:  
AMBER L. BELL and JURY W. BELL :IN MORTGAGE FORECLOSURE  
:  
Defendants :

**CERTIFICATE OF SERVICE**

I, Leon P. Haller, Attorney for Plaintiff, hereby certify that a true and correct copy of the foregoing Motion to Remove Defendant, Jury W. Bell, Owing to a Release of Liability Under Pa.R.C.P. 1144 and Order dated June 13, 2007, to Defendant, Amber L. Bell, by regular U. S. Mail, first class service, postage prepaid on June 18, 2007, addressed as follows:

Amber L. Bell  
430 Eagle Street  
Morrisdale, PA 16858

Amber L. Bell  
150 Martin Street  
Philipsburg, PA 16866



Leon P. Haller  
Attorney for Plaintiff

Dated: June 18, 2007

**FILED**

**JUN 21 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20564  
NO: 06-1192-CD

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE  
vs.  
DEFENDANT: AMBER L. BELL AND JURY W. BELL

Execution REAL ESTATE

**FILED**  
07/26/2007  
JUL 26 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF RETURN**

DATE RECEIVED WRIT: 03/29/2007

LEVY TAKEN 04/18/2007 @ 10:58 AM

POSTED 04/18/2007 @ 10:58 AM

SALE HELD 07/06/2007

SOLD TO U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 07/26/2007

DATE DEED FILED 07/26/2007

PROPERTY ADDRESS 430 EAGLE STREET MORRISDALE , PA 16858

**SERVICES**

05/25/2007 @ 10:40 AM SERVED AMBER L. BELL

SERVED AMBER L. BELL, DEFENDANT, AT HER RESIDENCE 430 EAGLE STREET, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA  
BY HANDING TO AMBER L. BELL

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.

@ SERVED AMBER L. BELL

CENTRE COUNTY SHERIFF DEPARTMENT UNABLE TO SERVE THE WRIT ON DEFENDANT AT 150 MARTIN STREET, PHILIPSBURG, PA.

@ SERVED JURY W. BELL

DECEASED

@ SERVED JURY W. BELL

CENTRE COUNTY SHERIFF DEPARTMENT UNABLE TO SERVE THE WRIT ON DEFENDANT AT 150 MARTIN STREET, PHILIPSBURG, PA

@ SERVED

NOW, MAY 31, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR  
JUNE 1, 2007 TO JULY 6, 2007.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20564  
NO: 06-1192-CD

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE

vs.

DEFENDANT: AMBER L. BELL AND JURY W. BELL

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$258.33

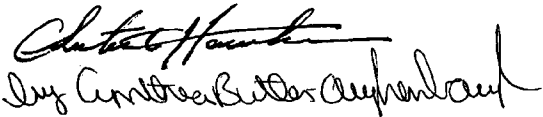
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

JP Morgan Chase Bank,  
U.S. Bank National Association, as Trustee

Vs.

NO.: 2006-01192-CD

Amber L. Bell and Jury W. Bell

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due JP MORGAN CHASE BANK, U.S. BANK NATIONAL ASSOCIATION, as Trustee, Plaintiff(s) from AMBER L. BELL and JURY W. BELL, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description

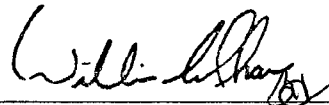
(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....	<b>\$106,831.31</b>	PROTHONOTARY'S COSTS PAID:.....	<b>\$145.00</b>
INTEREST per diem of \$21.58 to 6/1/07:.....	<b>\$4,316.00</b>	SHERIFF: \$	
ATTY'S COMM: \$		OTHER COSTS: \$	
ESCROW DEFICIT:.....	<b>\$2,021.76</b>	LATE CHARGES (\$24.93 per mo. to 6/1/07):..	<b>\$249.30</b>
DATE: 03/29/2007			



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 29<sup>th</sup> day  
of March A.D. 2007  
At 3:00 A.M./PM

Christopher A. Haverstick  
Sheriff By Cynthia Butler-Dehnbach

Requesting Party: Leon P. Haller, Esq.  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

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

**BEGINNING at a Pine Corner formerly of Pardes and Ashmond, recently of Dorothy A. Eisenhower; thence by land of said Eisenhower north two (2) degrees thirty-five (35) minutes East eight hundred forty four (844) feet, more or less, to the south side of what was formerly Wigton's tramway, now a public road; thence by the south side of said tram way, now a public road, five hundred twenty eight (528) feet to a gate post; thence by residue of piece south eight (8) degrees and fifteen minutes east four hundred eighty nine (489) feet to the Pardes and Ashmond line, recently the Dorothy A. Eisenhower line; thence by said line south eight five (85) degrees and thirty eight (38) minutes two hundred ninety seven (297) feet to the place of beginning.**

**CONTAINING five (5) acres and thirty seven (37) perches, less the 2524/10000 of an arce reserved.**

**UNDER AND SUBJECT to all existing easements, covenants and conditions of record.**

**HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 430 EAGLE STREET  
MORRISDALE, PA 16858**

**BEING THE SAME PREMISES WHICH Ivy L. Moore by deed dated 6/30/05 and recorded in  
Clearfield County Instrument #2005-11843 granted and conveyed unto Jury W. Bell and Amber L. Bell.**

**Control #124089019**

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME AMBER L. BELL

NO. 06-1192-CD

NOW, July 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 July 06, 2007, I exposed the within described real estate of Amber L. Bell And Jury W. Bell to public venue or outcry at which time and place I sold the same to U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	12.61
LEVY	15.00
MILEAGE	12.61
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.50
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	12.61
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$258.33</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

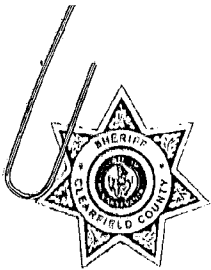
DEBT-AMOUNT DUE	106,831.31
INTEREST @ %	0.00
FROM TO 07/06/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	249.30
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	2,021.76
PROPERTY INSPECTIONS	
INTEREST	4,316.00
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$113,458.37</b>

**COSTS:**

ADVERTISING	368.26
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	258.33
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,125.09</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



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
KAREN BAUGHMAN  
CLERK TYPIST  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 20564

TERM & NO. 06-1192-CD

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE

VS.

AMBER L. BELL AND JURY W. BELL

DOCUMENTS TO BE SERVED:  
NOTICE OF SALE  
WRIT OF EXECUTION  
COPY OF LEVY

**SERVE BY: MAY 1, 2007**

**MAKE REFUND PAYABLE TO ATTORNEY OFFICE  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** JURY W. BELL

**ADDRESS:** 150 MARTIN STREET  
PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Wednesday, April 18, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

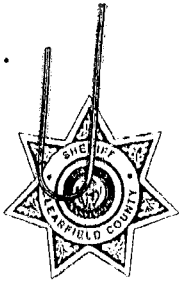
# SHERIFF'S OFFICE

## CENTRE COUNTY

PURCELL, KRUG &amp; HALLER

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN		INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.							
1. Plaintiff(s) U S Bank National Association		2. Case Number 06-1192-CD							
3. Defendant(s) Amber L and Jury W Bell		4. Type of Writ or Complaint: out of county exec. 102243							
SERVE → AT	5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. Jury Bell								
	6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 150 Martin Street, Philipsburg, PA 16866								
7. Indicate unusual service: <input type="checkbox"/> Reg Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Deputize <input type="checkbox"/> Post <input type="checkbox"/> Other									
Now, _____ 20____, I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County									
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE									
<b>NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN</b> - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.									
9. Print/Type Name and Address of Attorney/Originator PURCELL, KRUG & HALLER 1719 NORTH FRONT STREET  HARRISBURG, PA 17102-2392		10. Telephone Number (717) 234-4178	11. Date						
		12. Signature							
<b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>									
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSD Deputy of Clerk and Title							
		14. Date Filed	15. Expiration/Hearing Date						
<b>TO BE COMPLETED BY SHERIFF</b>									
16. Served and made known to _____, on the _____ day of _____, 20____, at _____ o'clock, _____ m., at 150 Martin Street, Philipsburg, PA 16866, County of Centre Commonwealth of Pennsylvania, in the manner described below: <input type="checkbox"/> Defendant(s) personally served. <input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ <input type="checkbox"/> Adult in charge of Defendant's residence. <input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s). <input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business. _____ and officer of said Defendant company. Other _____									
On the _____ day of _____, 20____, at _____ o'clock, _____ M. Defendant not found because: <input type="checkbox"/> Moved <input type="checkbox"/> Unknown <input type="checkbox"/> No Answer <input type="checkbox"/> Vacant <input type="checkbox"/> Other Not found Remarks: Not found after several attempts address at Post office is 430 Eagle St. Morrisdale PA									
Advance Costs 75.00	Docket 9.00	Service 9.00	Sur Charge 10.00	Affidavit 2.50	Mileage 48.00	Postage	Misc. 2.00	Total Costs 80.50	Costs Due or Refund 5.50
17. AFFIRMED and subscribed to before me this <u>3</u>				So Answer.					
20. day of <u>May</u> 20 <u>07</u>				18. Signature of Dep. Sheriff <u>[Signature]</u>		19. Date <u>5/3/07</u>			
23. <u>[Signature]</u> Notary Public Corinne H. Peters, Notary Public Bellefonte Boro, Centre County My Commission Expires _____				21. Signature of Sheriff <u>[Signature]</u>		22. Date			
				SHERIFF OF CENTRE COUNTY					
				Amount Pd. _____ Page _____					
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE Member, AUTHORIZED AUTHORITY AND TITLE								25. Date Received	



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM

DEPT. CLERK

CYNTHIA AUGHENBAUGH

OFFICE MANAGER

KAREN BAUGHMAN

CLERK TYPIST

PETER F. SMITH

SOLICITOR

## DEPUTATION

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

PAGE 20564

TERM & NO. 06-1192-CD

U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE

VS.

AMBER L. BELL AND JURY W. BELL

DOCUMENTS TO BE SERVED:

NOTICE OF SALE

WRIT OF EXECUTION

COPY OF LEVY

**SERVE BY: MAY 1, 2007**

**MAKE REFUND PAYABLE TO ATTORNEY OFFICE  
RETURN TO BE SENT TO THIS OFFICE**

**SERVE:** AMBER L. BELL

**ADDRESS:** 150 MARTIN STREET  
PHILIPSBURG, PA 16866

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CENTRE COUNTY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Wednesday, April 18, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

# SHERIFF'S OFFICE

## CENTRE COUNTY

PURCELL, KRUG & HALLER

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

### SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s) U S Bank National Association	2. Case Number 06-1192-CD
3. Defendant(s) Amber L and Jury W Bell	4. Type of Writ or Complaint: out of county exec. 102243

SERVE



5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.  
Amber L Bell

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)  
150 Martin Street, Philipsburg, PA 16866

7. Indicate unusual service: ☐ Reg Mail ☐ Certified Mail ☐ Deputize ☐ Post ☐ Other

Now, 20 I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator PURCELL, KRUG & HALLER 1719 NORTH FRONT STREET  HARRISBURG, PA 17102-2392	10. Telephone Number (717) 234-4178	11. Date
12. Signature		

### SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy of Clerk and Title	14. Date Filed	15. Expiration/Hearing Date
--	--	----------------	-----------------------------

### TO BE COMPLETED BY SHERIFF

16. Served and made known to \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ m., at 150 Martin Street, Philipsburg, PA 16866, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.
- ☐ Adult family member with whom said Defendant(s) resides(s). Relationship is \_\_\_\_\_
- ☐ Adult in charge of Defendant's residence.
- ☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- ☐ Agent or person in charge of Defendant's office or usual place of business.
- \_\_\_\_\_ and officer of said Defendant company.
- Other \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.

Defendant not found because:

☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other Not found

Remarks: 4-26-07 Not found moved to 430 Eagle St. Morrisdale Pa.

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	9.00	10.00	2.50	48.00		2.00	80.50	5.50

17. AFFIRMED and subscribed to before me this 3  
20. day of May 20 07

Corinne H. Peters, Notary Public  
Bellefonte Boro, Centre County  
My Commission Expires \_\_\_\_\_

So Answer.

18. Signature of Dep. Sheriff

19. Date

21. Signature of Sheriff

22. Date

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE

25. Date Received



PURCELL, KRUG & HALLER  
1719 N. FRONT STREET  
HARRISBURG, PA 17102  
PH: 717-234-4178 X 126  
FAX: 717-234-1206

## fax transmittal

**To: SHERIFF'S OFFICE**

Clearfield County Sheriff  
230 E. Market St.  
Clearfield, PA 16830

**Fax:** 814-765-5915

**Phone:** 814-765-2641, Ext. 5989

**Re: SHERIFFS SALE**

**AMBER L. BELL JURY W. BELL**

**06-1192-CD**

**From:** Purcell, Krug & Haller  
1719 N. Front Street  
Harrisburg, PA 17102  
**Ph:** 717-234-4178  
**Fax:** 717-234-1206

**BARB VILLARRIAL**

**Date:** May 31, 2007

**Pages:** 1 PAGE

**PROPERTY:** 430 EAGLE STREET

☒ **Urgent**   ☐ **For Review**   ☐ **Please Comment**   ☐ **Please Reply**   ☐ **Please Recycle**

**Notes PLEASE CONTINUE THE SHERIFF SALE SCHEDULED FOR 06/01/07 TO THE NEXT SALE DATE OF 07/06/07**

IF THERE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE ABOVE REFERENCED SENDER IMMEDIATELY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20450  
NO: 06-1192-CD

PLAINTIFF: US BANK NATIONAL ASSOCIATION AS TRUSTEE  
vs.  
DEFENDANT: AMBER L. BELL AND JURY W. BELL

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 09/11/2006

LEVY TAKEN 10/18/2006 @ 9:19 AM

POSTED 10/18/2006 @ 9:16 AM

SALE HELD

SOLD TO

WRIT RETURNED 08/01/2007

DATE DEED FILED **NOT SOLD**

**FILED**  
09/21/06  
AUG 01 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

10/18/2006 @ 9:22 AM SERVED AMBER L. BELL

SERVED AMBER L. BELL, DEFENDANT, AT HER RESIDENCE 430 EAGLE STREET, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMBER BELL

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.

10/18/2006 @ 9:22 AM SERVED JURY W. BELL

SERVED JURY W. BELL, DEFENDANT AT HIS RESIDENCE 430 EAGLE STREET, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO AMBER BELL, WIFE/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, NOVEMBER 30, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR DECEMBER 1, 2006 TO MARCH 2, 2007 DUE TO BANKRUPTCY FILING.

@ SERVED

NOW, FEBRUARY 27, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MARCH 2, 2007 DUE TO BANKRUPTCY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20450  
NO: 06-1192-CD

PLAINTIFF: US BANK NATIONAL ASSOCIATION AS TRUSTEE

vs.

DEFENDANT: AMBER L. BELL AND JURY W. BELL

Execution REAL ESTATE


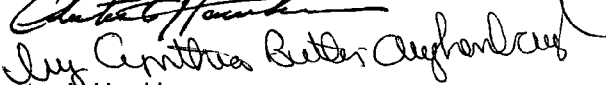
SHERIFF RETURN

---

SHERIFF HAWKINS \$213.21

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

JP Morgan Chase Bank as Trustee

Vs.

NO.: 2006-01192-CD

Amber L. Bell and Jury W. Bell

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due JP MORGAN CHASE BANK, as Trustee, Plaintiff(s) from AMBER L. BELL and JURY W. BELL, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....\$106,831.31  
INTEREST per diem of \$21.58 to 11/1/06:..\$1,942.20  
ATTY'S COMM: \$  
ESCROW DEFICIT:.....\$2,000.00  
DATE: 09/11/2006

PROTHONOTARY'S COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES (\$24.93 per  
month to 11/1/06):.....\$74.79



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 11th day  
of September A.D. 2006  
At 3:15 A.M./P.M.

Charles A. Hall  
Sheriff By Cynthia Butler

Requesting Party: Leon P. Haller, Esq.  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

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

**BEGINNING** at a Pine Corner formerly of Pardes and Ashmond, recently of Dorothy A. Eisenhower; thence by land of said Eisenhower north two (2) degrees thirty-five (35) minutes East eight hundred forty four (844) feet, more or less, to the south side of what was formerly Wigton's tramway, now a public road; thence by the south side of said tram way, now a public road, five hundred twenty eight (528) feet to a gate post; thence by residue of piece south eight (8) degrees and fifteen minutes east four hundred eighty nine (489) feet to the Pardes and Ashmond line, recently the Dorothy A. Eisenhower line; thence by said line south eight five (85) degrees and thirty eight (38) minutes two hundred ninety seven (297) feet to the place of beginning.

**CONTAINING** five (5) acres and thirty seven (37) perches, less the 2524/10000 of an arce reserved.

**UNDER AND SUBJECT** to all existing easements, covenants and conditions of record.

**HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS:** 430 EAGLE STREET  
MORRISDALE, PA 16858

**BEING THE SAME PREMISES WHICH** Ivy L. Moore by deed dated 6/30/05 and recorded in  
Clearfield County Instrument #2005-11843 granted and conveyed unto Jury W. Bell and Amber L. Bell.

Control #124089019

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME AMBER L. BELL

NO. 06-1192-CD

NOW, August 01, 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 Amber L. Bell And Jury W. Bell 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 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	11.57
LEVY	15.00
MILEAGE	11.57
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.07
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	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$213.21</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	106,831.31
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	74.79
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	2,000.00
PROPERTY INSPECTIONS	
INTEREST	1,942.20
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$110,888.30</b>

**COSTS:**

ADVERTISING	361.78
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	213.21
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,019.99</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

PURCELL, KRUG & HALLER  
1719 N. FRONT STREET  
HARRISBURG, PA 17102  
PH: 717-234-4178 X 126  
FAX: 717-234-1206

**fax transmittal****To: SHERIFF'S OFFICE**

Clearfield County Sheriff  
230 E. Market St.  
Clearfield, PA 16830

**Fax:** 814-765-5915**Phone:** 814-765-2641, Ext. 5989**Re: SHERIFFS SALE****AMBER L. BELL JURY W. BELL****06-1192-CD****From:** Purcell, Krug & Haller

1719 N. Front Street  
Harrisburg, PA 17102  
Ph: 717-234-4178  
Fax: 717-234-1206

**BARB VILLARRIAL****Date:** November 30, 2006**Pages:** 1 PAGE**PROPERTY:** 430 EAGLE STREET

☒ **X Urgent**    ☐ **For Review**    ☐ **Please Comment**    ☐ **Please Reply**    ☐ **Please Recycle**

**Notes PLEASE CONTINUE THE SHERIFF SALE SCHEDULED FOR 12/01/06 TO THE  
NEXT SALE DATE OF 03/02/06 DUE TO MORTGAGOR FILING BANKRUPTCY**

IF THERE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE ABOVE REFERENCED SENDER  
IMMEDIATELY.

TOTAL P.01

PURCELL, KRUG & HALLER  
1719 N. FRONT STREET  
HARRISBURG, PA 17102  
PH: 717-234-4178 X 126  
FAX: 717-234-1206

**fax transmittal****To: SHERIFF'S OFFICE**

Clearfield County Sheriff  
230 E. Market St.  
Clearfield, PA 16830

**Fax:** 814-765-5915**Phone:** 814-765-2641, Ext. 5989**Re: SHERIFFS SALE****AMBER L. BELL JURY W. BELL**

06-1192-CD

**From:** Purcell, Krug & Haller  
1719 N. Front Street  
Harrisburg, PA 17102  
**Ph:** 717-234-4178  
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**BARB VILLARRIAL****Date:** February 27, 2007**Pages:** 1 PAGE**PROPERTY:** 430 EAGLE STREET

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**Notes PLEASE STAY THE SHERIFF SALE SCHEDULED FOR 03/02/07 DUE TO MORTGAGOR STILL BEING IN BANKRUPTCY.**

IF THERE IS ANY TROUBLE IN TRANSMISSION PLEASE DIAL THE ABOVE REFERENCED SENDER IMMEDIATELY.



**FILED**

**AUG 01 2007**

William A. Shaw  
Prothonotary/Clerk of Courts