

06-1232-CD
JP Morgan vs Norma J. Harvey et al

2006-1232-CD
JP Morgan vs Norma J. Harvey et al

FILED

7/11/25 un pd \$85.00 Atty
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AUG - 2 2006 2CC Atty
LM

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.

NORMA J. HARVEY AND
CHARLES A. HARVEY, JR. A/K/A
CHARLES A. HARVEY
Defendants

William A. Shaw
Prothonotary
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

06-1232-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.

NORMA J. HARVEY AND
CHARLES A. HARVEY, JR. A/K/A
CHARLES A. HARVEY

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.

NORMA J. HARVEY AND
CHARLES A. HARVEY, JR. A/K/A
CHARLES A. HARVEY

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, a corporation / national association whose address is 9350 WAXIE WAY SUITE 100 SAN DIEGO, CA 92123 .
2. Defendant, NORMA J. HARVEY CHARLES A. HARVEY, JR. A/K/A CHARLES A. HARVEY, is an adult individual whose last known address is 111 HUDSON STREET F/K/A RD 1, BOX 564 PHILIPSBURG, PA 16866 111 HUDSON STREET F/K/A RD 1, BOX 564 PHILIPSBURG, PA 16866.
3. On or about, December 23, 1999, the said Defendant executed and delivered a Mortgage Note in the sum of \$36,000.00 payable to SOURCE ONE MORTGAGE CORPORATION, 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 original Mortgagee, 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 199921109 conveying to original Mortgagee the subject premises. The Mortgage was subsequently assigned to BANK ONE, N.A., AS TRUSTEE and was recorded in the aforesaid County in Mortgage Book I.D. Number 200218975. 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: 111 HUDSON STREET F/K/A RD 1, BOX 564, PHILIPSBURG, PA 16866 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 | \$33,748.43 |
| Interest at \$8.78 per day From 03/01/2006 To 09/01/2006 (based on contract rate of 9.5000%) | \$1,615.52 |
| Late Charges \$14.92 From 04/01/2006 to 09/01/2006 | \$89.52 |
| Attorney's Fee at 5% of Principal Balance | \$1,687.42 |
| <hr/> TOTAL | \$37,140.89 |

**Together with interest at the per diem rate noted above after September 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. Plaintiff has complied with the notice procedures required by Pennsylvania Act 160 of 1998 by sending to each Defendant, by certified and regular mail, a copy of the Combined Act 6/91 Notice. A true and correct copy of the Combined Act 6/91 Notice, along with a copy of the Certificate of Mailing, is attached hereto as Exhibit "C".
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. The Defendants have either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure "**IN REM**" for the aforementioned total amount due together with interest at the rate of 9.5000% (\$8.78 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)



NOTE

80016081-6

ADJUSTABLE RATE NOTE

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

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.

December 23, 1999
[Date]

BELLEFONTE
[City]
RD 1 BOX 564
PHILIPSBURG, PA 16866
[Property Address]

PENNSYLVANIA
[State]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 36,000.00 (this amount is called
"principal"), plus interest, to the order of the Lender. The Lender is SOURCE ONE MORTGAGE CORPORATION, A
DELAWARE CORPORATION

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 9.650 %. The interest rate I will pay may 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 payments every month.

I will make my monthly payments on the first day of each month beginning on February 1

2000. 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. My monthly payments will be applied to interest before principal. If, on
January 1, 2030, 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 P.O. Box 64500, Detroit, MI 48264-0500

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. \$906.66. 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.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of January 2002, and on that
day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)
Single Family - Fannie Mae Uniform Instrument

100-838 (9408.01)

Form 3520 6/94

VMP MORTGAGE FORMS - 18001521-7291

Page 1 of 4

initials: *C.A.H.J.R.*
21.J.14

EV52848



EXHIBIT *A*

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), 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 that 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 four and ninety-six hundredths (s) percentage point(s) (4.960 %) 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 12.650 % or less than 9.650 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.650 %.

(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 me and also the 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 make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments 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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) 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 fifteen 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 5.000 % 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 that 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 delivered or mailed to me.

(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.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given 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 that might result if I do not keep the promises that 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. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. 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.

W.J.H.

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 also may 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 delivered or mailed 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.

Charles A Harvey Jr (Seal)
CHARLES A HARVEY, JR
-Borrower

Norma J Harvey (Seal)
NORMA J HARVEY
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF

WITHOUT RE COURSE
Source One
Mortgage Corporation

St: John
Authorized Signer, J. Lutob

[Sign Original Only]

ALL that certain messuage and parcel of land situate, lying and being in the Township of Decatur, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point along a main road and property owned by the Grantors herein; thence South 168 feet to a post on dividing line between lands of E.C. Gearhart and Robert Hudson; thence East one hundred and twenty two (122) feet to line of James Nichols; thence along said line one hundred sixty eight feet to line of said road; thence along line of said road, one hundred twenty two (122) feet to place of beginning.

B
EXHIBIT

Homecomings Financial

A GMAC Company

June 05, 2006

Certified Mail, Return Receipt Requested

0431772532
Norma J Harvey
Rd 1 Box 564
Philipsburg, PA 16866

Re: Property Address: Rd 1 Box 564
Philipsburg, PA 16866

Loan Number: 0431772532

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 \$ 1,395.20. That sum includes the following:

| | |
|-------------------------|-------------|
| 3 payments totaling: | \$ 1,346.37 |
| Late charges: | \$ 29.84 |
| Other fees and/or costs | \$ 18.99 |
| 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 CASHIERS CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 1,395.20 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.

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 IMMEDIATAMENTE 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: Norma J Harvey
Rd 1 Box 564
Philipsburg, PA 16866

Premises: Rd 1 Box 564
Philipsburg, PA 16866

Rc: Loan Number: 0431772532
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:

Rd 1 Box 564 , Philipsburg, PA 16866

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: | \$ 1,346.37 |
| Late Charges: | \$ 29.84 |
| Other fees and/or costs (including NSF charges and property inspections): | \$ 18.99 |
| LESS: Unapplied Funds: | N/A |
| TOTAL | \$ 1,395.20 |

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 \$ 1,395.20, 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

June 05, 2006

Certified Mail, Return Receipt Requested

0431772532
Charles A Harvey Jr
Rd 1 Box 564
Philipsburg, PA 16866

Re: Property Address: Rd 1 Box 564
Philipsburg, PA 16866

Loan Number: 0431772532

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 \$ 1,395.20. That sum includes the following:

| | |
|-------------------------|-------------|
| 3 payments totaling: | \$ 1,346.37 |
| Late charges: | \$ 29.84 |
| Other fees and/or costs | \$ 18.99 |
| 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 \$ 1,395.20 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.

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 TH 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 IMMEDIATAMENTE 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: Charles A Harvey Jr
Rd 1 Box 564
Philipsburg, PA 16866

Premises: Rd 1 Box 564
Philipsburg, PA 16866

Re: Loan Number: 0431772532
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.

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Dallas, TX 75204
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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.

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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, JPMORGAN 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: August 1, 2006



Leon P. Haller, Esquire

FILED

AUG - 2 2006

William A. Shaw
Prothonotary

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

August 1, 2006

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

RE: HOMECOMINGS FINANCIAL NETWORK, INC. v. HARVEY

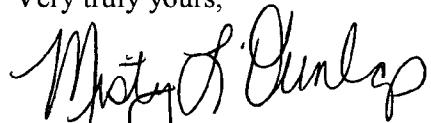
Dear Sir/Madam:

Enclosed please find an original and 5 copies of a Complaint in the above-captioned matter, together with my check in the sum of \$85.00 for filing same. After filing, please give THREE copies of the Complaint to the Sheriff as well as the Sheriff's Service forms and the enclosed check for \$100.00.

An envelope is enclosed for your convenience in returning the receipt and number of the action to me.

Thank you for your cooperation.

Very truly yours,



Misty L. Dunlap
Paralegal for Leon P. Haller

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101787
NO: 06-1232-CD
SERVICE # 1 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE

vs.

DEFENDANT: NORMA J. HARVEY and CHARLES A. HARVEY JR. aka CHARLES A. HARVEY

SHERIFF RETURN

NOW, August 03, 2006 AT 9:44 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON NORMA J. HARVEY DEFENDANT AT 111 HUDSON ST., f/k/a RD#1 BOX 564, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NORMA J. HARVEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

FILED
03:30 cm
AUG 15 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101787
NO: 06-1232-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE
VS.
DEFENDANT: NORMA J. HARVEY and CHARLES A. HARVEY JR. aka CHARLES A. HARVEY

SHERIFF RETURN

NOW, August 03, 2006 AT 9:44 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHARLES A. HARVEY JR. aka CHARLES A. HARVEY DEFENDANT AT 111 HUDSON ST., f/k/a RD#1 BOX 564, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NORMA HARVEY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101787
NO: 06-1232-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE

VS.

DEFENDANT: NORMA J. HARVEY and CHARLES A. HARVEY JR. aka CHARLES A. HARVEY

SHERIFF RETURN

NOW, August 03, 2006 AT 9:44 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT DEFENDANT AT 111 HUDSON ST. f/k/a RD#1 BOX 564, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO NORMA HARVEY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF!

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101787
NO: 06-1232-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE

vs.

DEFENDANT: NORMA J. HARVEY and CHARLES A. HARVEY JR. aka CHARLES A. HARVEY

SHERIFF RETURN

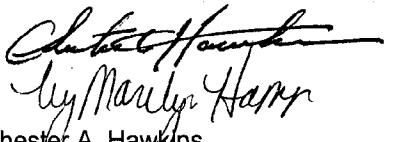
RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | PURCELL | 121953 | 30.00 |
| SHERIFF HAWKINS | PURCELL | 121953 | 44.24 |

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

FILED

AUG 15 2008

William A. Shaw
Prothonotary

JPMORGAN CHASE BANK AS TRUSTEE,
PLAINTIFF

VS.

NORMA J. HARVEY
CHARLES A. HARVEY, JR. A/K/A
CHARLES A. HARVEY,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2006-1232-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)

NORMA J. HARVEY and CHARLES A. HARVEY, JR. A/K/A CHARLES A. HARVEY 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 | \$33,748.43 |
| Interest | \$1,615.52 |
| Per diem of \$8.78 | |
| From 03/01/2006 | |
| To 09/01/2006 | |
| Late Charges | \$89.52 |
| (\$14.92 per month to | |
| 09/01/2006) | |
| 5% Attorney's Commission | \$1,687.42 |
| TOTAL | \$37,140.89 |

**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 ad.20.00
M 11 4 2006 SEP 11 2006 Notice to Def.
Statement to Atty
William A. Shaw
Prothonotary/Clerk of Courts

JPMORGAN CHASE BANK AS TRUSTEE,
PLAINTIFF

VS.

NORMA J. HARVEY
CHARLES A. HARVEY, JR. A/K/A
CHARLES A. HARVEY,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

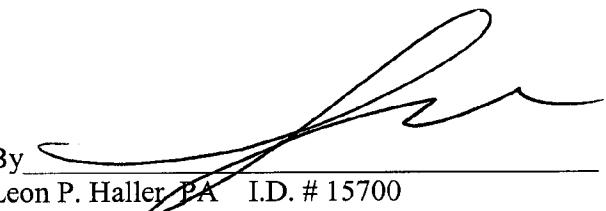
CIVIL ACTION LAW

NO. 2006-1232-CD

IN MORTGAGE FORECLOSURE

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

I hereby certify that on August 25, 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.

NORMA J. HARVEY AND CHARLES A.
HARVEY, JR. A/K/A CHARLES A. HARVEY
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 2006-01232-CD

CIVIL ACTION LAW
IN MORTGAGE FORECLOSURE

DATE OF THIS NOTICE: **August 25, 2006**

TO:

NORMA J. HARVEY
111 HUDSON STREET F/K/A RD 1, BOX 564
PHILIPSBURG, PA 16866

CHARLES A. HARVEY, JR.
A/K/A CHARLES A. HARVEY
111 HUDSON STREET F/K/A RD 1, BOX 564
PHILIPSBURG, PA 16866

**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.

NORMA J. HARVEY
CHARLES A. HARVEY, JR.
A/K/A CHARLES A. HARVEY,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 2006-1232-CD

IN MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

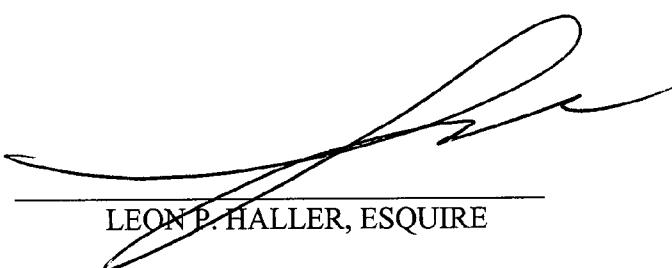
I, LEON P. HALLER, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Plaintiff has complied with the procedures required by Pennsylvania Act 91 of 1983 (Homeowners' Emergency Mortgage Assistance Payments Program) and Defendant(s) have either failed 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 8th day :

of Sept. 20 06 :


Maryland K. Ferretti
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.

NORMA J. HARVEY
CHARLES A. HARVEY, JR. A/K/A
CHARLES A. HARVEY,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2006-1232-CD

IN MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

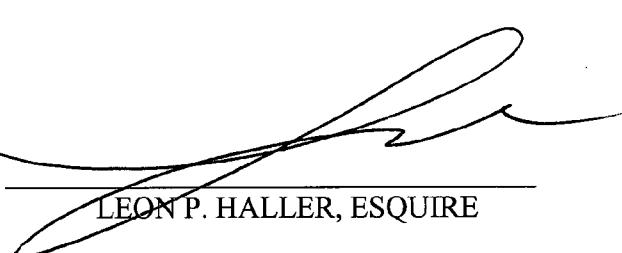
COUNTY OF DAUPHIN :

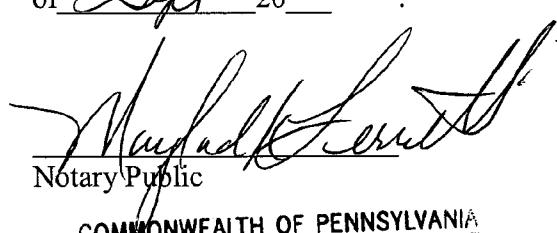
Personally appeared before me, a Notary Public in and for said Commonwealth and County,
LEON P. HALLER, ESQUIRE who being duly sworn according to law deposes and states that the
Defendant (s) above named are not in the Military or Naval Service nor are they engaged in any way
which would bring them within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

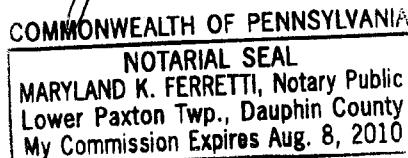
Sworn to and subscribed :

before me this 8th day :

of Sept 20 06 :


LEON P. HALLER, ESQUIRE


Maryland K. Ferretti
Notary Public



JPMORGAN CHASE BANK AS TRUSTEE,
PLAINTIFF

VS.

NORMA J. HARVEY
CHARLES A. HARVEY, JR. A/K/A
CHARLES A. HARVEY,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2006-1232-CD

IN MORTGAGE FORECLOSURE

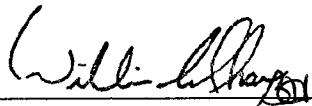
NOTICE OF ENTRY OF JUDGMENT

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:

**\$37,140.89 and for the sale and foreclosure of your property located at: 111 HUDSON STREET
F/K/A RD 1, BOX 564 PHILIPSBURG, PA 16866**

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

NORMA J. HARVEY
111 HUDSON STREET
f/k/a R. D. #1, BOX 564
PHILIPSBURG, PA 16866

CHARLES A. HARVEY, JR. A/K/A
CHARLES A. HARVEY
111 HUDSON STREET
f/k/a R. D. #1, BOX 564
PHILIPSBURG, PA 16866

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

JP Morgan Chase Bank
Plaintiff(s)

No.: 2006-01232-CD

Real Debt: \$37,140.89

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Norma J. Harvey
Charles A. Harvey Jr.
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.

NORMA J. HARVEY
CHARLES A. HARVEY, JR. A/K/A
CHARLES A. HARVEY,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2006-1232-CD

IN MORTGAGE FORECLOSURE

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

TO THE PROTHONOTARY:

Issue a Writ of Execution in the above matter on the real estate located at **111 HUDSON STREET F/K/A RD 1, BOX 564 PHILIPSBURG, PA 16866** as follows:

| | |
|--------------------------------|-------------|
| Total Amount of Judgment | \$37,140.89 |
| Interest | \$526.80 |
| Per diem of \$8.78 | |
| To 11/1/06 | |
| Late Charges | \$29.84 |
| (\$14.92 per month to 11/1/06) | |
| Escrow Deficit | \$3,820.19 |

TOTAL WRIT

\$41,517.72

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, Atty pd. 20.00
m 11/4/2006 SEP 11 2006 ICC & levants
w/ prop. descr.
bsh
William A. Shaw
Prothonotary/Clerk of Courts

2006-09-11

FILED

SEP 11 2006

William A. Shaw
Prothonotary/Clerk of Courts

ALL THAT CERTAIN messuage and parcel of land situate, lying and being in the Township of Decatur, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point along a main road and property owned by James A. Bainey and Margaret M. Bainey, his wife; thence South one hundred sixty eight (168) feet to a post on dividing line between lands of E. G. Gearhart and Robert Hudson; thence East one hundred twenty two (122) feet to line of James Nichols; thence along said line one hundred sixty eight (168) feet to line of said road; thence along line of said road, one hundred twenty two (122) feet to the place of BEGINNING.

BEING a portion of the same premises as vested in James A. Bainey and Margaret M. Bainey, by deed of Bertha Horn, dated 8/24/95 and recorded in Deed Book 1699, Page 63.

Subject to easements and restrictions as contained in this and prior deeds in chain of title.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 111 HUDSON STREET
F/K/A RD 1, BOX 564, PHILIPSBURG, PA 16866

BEING THE SAME PREMISES WHICH James A. Bainey and Margaret M. Bainey, his wife, by deed dated 5/22/96 and recorded 5/24/96 in Clearfield County Deed Book 1760, Page 570 granted and conveyed unto Charles A. Harvey and Norma J. Harvey.

Control #112019595

JPMORGAN CHASE BANK AS TRUSTEE,
PLAINTIFF

VS.

NORMA J. HARVEY
CHARLES A. HARVEY, JR. A/K/A CHARLES A.
HARVEY,
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION LAW

NO. 2006-1232-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 **111 HUDSON STREET F/K/A RD 1, BOX 564 PHILIPSBURG, PA 16866**:

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

NORMA J. HARVEY
111 HUDSON STREET
f/k/a R. D. #1, BOX 564
PHILIPSBURG, PA 16866

CHARLES A. HARVEY, JR. A/K/A
CHARLES A. HARVEY
111 HUDSON STREET
f/k/a R. D. #1, BOX 564
PHILIPSBURG, PA 16866

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):

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**

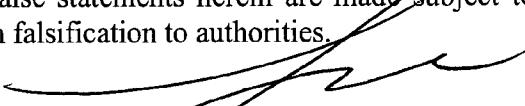
7. Name and address of every other person of whom the Plaintiff has knowledge who has **any interest** in the property which may be affected by the sale:

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

TENANT/OCCUPANT
111 HUDSON STREET
F/K/A RD 1, BOX 564
PHILIPSBURG, PA 16866

(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**

REC'D
CC
L

JP Morgan Chase Bank, as Trustee

Vs.

NO.: 2006-01232-CD

Norma J. Harvey,
Charles A. Harvey Jr., a/k/a Charles A. Harvey

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due JP MORGAN CHASE BANK, as Trustee, Plaintiff(s) from NORMA J. HARVEY and CHARLES A. HARVEY JR., a/k/a Charles A. Harvey, 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:.....\$37,140.89
INTEREST per diem of \$8.78 to 11/1/06:.....\$526.80
ATTY'S COMM: \$
ESCROW DEFICIT:.....\$3,820.19
DATE: 09/11/2006

PROTHONOTARY'S COSTS PAID:...\$125.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES (\$14.92 per month
to 11/1/06):.....\$29.84



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 messuage and parcel of land situate, lying and being in the Township of Decatur, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point along a main road and property owned by James A. Bainey and Margaret M. Bainey, his wife; thence South one hundred sixty eight (168) feet to a post on dividing line between lands of E. G. Gearhart and Robert Hudson; thence East one hundred twenty two (122) feet to line of James Nichols; thence along said line one hundred sixty eight (168) feet to line of said road; thence along line of said road, one hundred twenty two (122) feet to the place of BEGINNING.

BEING a portion of the same premises as vested in James A. Bainey and Margaret M. Bainey, by deed of Bertha Horn, dated 8/24/95 and recorded in Deed Book 1699, Page 63.

Subject to easements and restrictions as contained in this and prior deeds in chain of title.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 111 HUDSON STREET F/K/A RD 1, BOX 564, PHILIPSBURG, PA 16866

BEING THE SAME PREMISES WHICH James A. Bainey and Margaret M. Bainey, his wife, by deed dated 5/22/96 and recorded 5/24/96 in Clearfield County Deed Book 1760, Page 570 granted and conveyed unto Charles A. Harvey and Norma J. Harvey.

Control #112019595

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20447
NO: 06-1232-CD

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE

vs.

DEFENDANT: NORMA J. HARVEY AND CHARLES A. HARVEY, JR. A/K/A CHARLES A. HARVEY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/11/2006

LEVY TAKEN 10/13/2006 @ 2:21 PM

POSTED 10/13/2006 @ 2:21 PM

SALE HELD

SOLD TO

WRIT RETURNED 04/19/2007

DATE DEED FILED **NOT SOLD**

DETAILS

10/13/2006 @ 2:21 PM SERVED NORMA J. HARVEY

SERVED, NORMA J. HARVEY, DEFENDANT, AT HER RESIDENCE 111 HUDSON STREET F/K/A RD #1, BOX 564, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NORMA J. HARVEY

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.

10/13/2006 @ 2:21 PM SERVED CHARLES A. HARVEY, JR. A/K/A CHARLES A. HARVEY

SERVED CHARLES A. HARVEY, JR. A/K/A CHARLES A. HARVEY, DEFENDANT, AT HIS RESIDENCE 111 HUDSON STREET F/K/A RD #1, BOX 564, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO NORMA HARVEY, 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 21, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR DECEMBER 1, 2006 TO JANUARY 5, 2007.

@ SERVED

NOW, DECEMBER 8, 2006 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE SCHEDULED FOR JANUARY 5, 2007.

FILED

04-23-07

APR 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20447
NO: 06-1232-CD

PLAINTIFF: JPMORGAN CHASE BANK AS TRUSTEE

vs.

DEFENDANT: NORMA J. HARVEY AND CHARLES A. HARVEY, JR. A/K/A CHARLES A. HARVEY

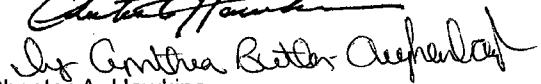
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$219.84

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,


by 
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.: 2006-01232-CD

Norma J. Harvey,
Charles A. Harvey Jr., a/k/a Charles A. Harvey

TO THE SHERIFF OF CLEARFIELD COUNTY:

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See Attached Description

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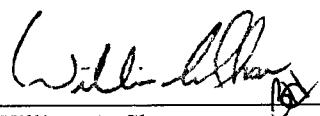
Garnishee(s) as follows:

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;

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INTEREST per diem of \$8.78 to 11/1/06:\$526.80
ATTY'S COMM: \$
ESCROW DEFICIT:\$3,820.19
DATE: 09/11/2006

PROTHONOTARY'S COSTS PAID:...\$125.00
SHERIFF: \$
OTHER COSTS: \$
LATE CHARGES (\$14.92 per month
to 11/1/06):\$29.84



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 11th day
of September A.D. 2006
At 8:15 A.M. A.M.

Charles A. Hawkins
Sheriff
By Cynthia Better-Deighenbaugh

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

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Subject to easements and restrictions as contained in this and prior deeds in chain of title.

HAVING THEREON ERECTED A DWELLING HOUSE KNOWN AS: 111 HUDSON STREET
F/K/A RD 1, BOX 564, PHILIPSBURG, PA 16866

BEING THE SAME PREMISES WHICH James A. Bainey and Margaret M. Bainey, his wife, by deed dated 5/22/96 and recorded 5/24/96 in Clearfield County Deed Book 1760, Page 570 granted and conveyed unto Charles A. Harvey and Norma J. Harvey.

Control #112019595

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME NORMA J. HARVEY NO. 06-1232-CD

NOW, April 19, 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 Norma J. Harvey And Charles A. Harvey, Jr. A/Ka Charles A. Harvey 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:

PLAINTIFF COSTS, DEBT AND INTEREST:

| | | | |
|-----------------------|----------|--------------------------|-----------------|
| RDR SERVICE | 15.00 | DEBT-AMOUNT DUE | 37,140.89 |
| MILEAGE | 15.00 | INTEREST @ | 0.00 |
| LEVY | 14.24 | FROM TO | |
| MILEAGE | 15.00 | ATTORNEY FEES | |
| POSTING | 14.24 | PROTH SATISFACTION | |
| CSDS | 15.00 | LATE CHARGES AND FEES | 29.84 |
| COMMISSION | 10.00 | COST OF SUIT-TO BE ADDED | |
| POSTAGE | 0.00 | FORECLOSURE FEES | |
| HANDBILLS | 11.36 | ATTORNEY COMMISSION | |
| DISTRIBUTION | 15.00 | REFUND OF ADVANCE | |
| ADVERTISING | 25.00 | REFUND OF SURCHARGE | 40.00 |
| ADD'L SERVICE | 15.00 | SATISFACTION FEE | |
| DEED | | ESCROW DEFICIENCY | 3,820.19 |
| ADD'L POSTING | | PROPERTY INSPECTIONS | |
| ADD'L MILEAGE | | INTEREST | 526.80 |
| ADD'L LEVY | | MISCELLANEOUS | |
| BID/SETTLEMENT AMOUNT | | TOTAL DEBT AND INTEREST | \$41,557.72 |
| RETURNS/DEPUTIZE | | | |
| COPIES | 15.00 | COSTS: | |
| | 5.00 | ADVERTISING | 381.22 |
| BILLING/PHONE/FAX | | TAXES - COLLECTOR | |
| CONTINUED SALES | 20.00 | TAXES - TAX CLAIM | |
| MISCELLANEOUS | | DUE | |
| TOTAL SHERIFF COSTS | \$219.84 | LIEN SEARCH | |
| | | ACKNOWLEDGEMENT | |
| DEED COSTS: | | DEED COSTS | 0.00 |
| ACKNOWLEDGEMENT | | SHERIFF COSTS | 219.84 |
| REGISTER & RECORDER | | LEGAL JOURNAL COSTS | 180.00 |
| TRANSFER TAX 2% | 0.00 | PROTHONOTARY | 125.00 |
| TOTAL DEED COSTS | \$0.00 | MORTGAGE SEARCH | |
| | | MUNICIPAL LIEN | |
| | | TOTAL COSTS | \$906.06 |

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

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

**NORMA J. HARVEY CHARLES A.
HARVEY, JR. A/K/A CHARLES A.
HARVEY**

2006-1232-CD

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

**PLEASE POSTPONE THE SHERIFF SALE SCHEDULED FOR December 01, 2006 TO THE
NEXT SALE DATE OF January 05, 2007.**

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

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: **SHERIFF'S SALE**

**NORMA J. HARVEY CHARLES A.
HARVEY, JR. A/K/A CHARLES A.
HARVEY**

2006-1232-CD

Urgent For Review Please Comment Please Reply Please Recycle

Notes **PLEASE STAY AWAY FROM THE SHERIFF SALE SCHEDULED FOR 01/05/07. NO MONIES RECEIVED.**

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