

06-1347-CD  
JP Morgan Bank vs Carol A. Wright et al

2006-1347-CD  
JP Morgan et al vs Carol Wright et al

**GOLDBECK McCAFFERTY & MCKEEVER**

**BY: JOSEPH A. GOLDBECK, JR.**

**ATTORNEY I.D. #16132**

**SUITE 5000 – MELLON INDEPENDENCE CENTER**

**701 MARKET STREET**

**PHILADELPHIA, PA 19106**

**(215) 825-6318**

**WWW.GOLDBECKLAW.COM**

**ATTORNEY FOR PLAINTIFF**

JPMORGAN CHASE BANK, AS TRUSTEE, ON BEHALF  
OF THE NOTEHOLDERS OF THE TRUMAN CAPITAL  
MORTGAGE LOAN TRUST 2004-1 ASSET BACKED  
CERTIFICATES, SERIES 2004-2  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

*Plaintiff*

vs.

CAROL A. WRIGHT  
DANIEL L. WRIGHT  
**Mortgagors and Real Owners**  
251 E. Main Street  
Mahaffey, PA 15757

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 06-1347-CD

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

**FILED** Atty. ad. 85.00  
M/3/2006  
AUG 21 2006 2CCShff  
William A. Shaw  
Prothonotary/Clerk of Courts

A V I S O

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.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

**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.**

Resources available for Homeowners in Foreclosure

**ACT NOW!**

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of SPS-0952.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

**This Action of Mortgage Foreclosure will continue unless you take action to stop it.**

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is JPMORGAN CHASE BANK, AS TRUSTEE, ON BEHALF OF THE NOTEHOLDERS OF THE TRUMAN CAPITAL MORTGAGE LOAN TRUST 2004-1 ASSET BACKED CERTIFICATES, SERIES 2004-2, 1270 Northland Drive, Ste. 200, Mendota Heights, MN 55120.
2. The names and addresses of the Defendants are CAROL A. WRIGHT, 251 E. Main Street PO Box 35, Mahaffey, PA 15757 and DANIEL L. WRIGHT, 251 E. Main Street PO Box 35, Mahaffey, PA 15757, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On October 30, 1997 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to METROFUND FINANCIAL, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Book 1885, Page 27. The mortgage has been assigned to: JPMORGAN CHASE BANK, AS TRUSTEE, ON BEHALF OF THE NOTEHOLDERS OF THE TRUMAN CAPITAL MORTGAGE LOAN TRUST 2004-1 ASSET BACKED CERTIFICATES, SERIES 2004-2 by assignment of Mortgage, which is lodged for recording. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for March 01, 2006 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$38,894.31
Interest from 02/01/2006	\$2,329.88
through 08/31/2006 at 9.3750%	
Per Diem interest rate at \$10.99	
Reasonable Attorney's Fee	\$2,000.00
Late Charges from 03/01/2006 to 08/31/2006	\$82.26
Monthly late charge amount at \$13.71	
Costs of suit and Title Search	\$900.00
Escrow Advance	\$551.56
Fees	\$8.89
Monthly Escrow amount \$9.94	
	<hr/>
	\$44,766.90

7. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$44,766.90, together with interest at the rate of \$10.99, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: Joseph A. Goldbeck  
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, Adam Shields, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 08-18-06



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Adam Shields  
SELECT PORTFOLIO SERVICING

# *Exhibit A*

EXHIBIT "A"

Legal Description

ALL those two certain parcels of land situate in the Borough of Mahaffey, County of Clearfield and State of Pennsylvania, bounded and described as one parcel as follows:

BEGINNING at a point on Main Street in what is known as the Kauffman Addition to the Borough of Mahaffey, at the line of lot of Reed Davidson; thence southward southeasterly) along Main Street one hundred ten (110) feet to the Borough line at an alley formerly referred to as a public road; thence along said Borough line northward (southwesterly) one hundred eighty (180) feet to an alley known as Walnut Street; thence along Walnut Street in a northwesterly direction one hundred ten (110) feet to lot formerly of Ward Tooka, now of Reed and Leona Davidson; thence along the Davidson lot in an eastward (northeasterly) direction one hundred eighty (180) feet to Main Street and the place of beginning.

PARCEL #13-C12-3004

DBV 596/11.5

# *Exhibit B*

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



7182 6389 3060 0827 7672

May 24, 2006

#BWNJXZF  
CAROL A WRIGHT  
251 E MAIN ST PO BOX 35  
MAHAFFEY, PA 15757

468

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

Homeowner's Name: CAROL A WRIGHT,  
Property Address: 251 EAST MAIN ST  
MAHAFFEY PA 15757  
Loan Acct No.: 3013094424  
Original Lender  
Current Lender / Servicer: Select Portfolio Servicing, Inc.



7182 6389 3060 0827 5753

May 24, 2006

#BWNJXZF  
DANIEL L WRIGHT  
251 E MAIN ST PO BOX 35  
MAHAFFEY, PA 15757

216

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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Homeowner's Name: DANIEL L WRIGHT,  
Property Address: 251 EAST MAIN ST  
Loan Acct No.: MAHAFFEY PA 15757  
Original Lender: 3013094424  
Current Lender / Servicer: Select Portfolio Servicing, Inc.

## HOMEOWNER S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT:**

The MORTGAGE debt held by the above lender on your property located at:

251 EAST MAIN ST  
MAHAFFEY PA 15757  
IS SERIOUSLY IN DEFAULT because:

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

Payment of \$359.28 per month due from 03/01/2006  
through 05/01/2006 payment (a total of 3 months):

(Mortgage payment includes Escrow	
Payment of \$0.00 per month):	\$ 1,199.86
Accrued Late Charges	\$ 82.26
Non-Sufficient Funds (NSF) / Return Check Fees	\$ 0.00
Escrow Advances for Hazard Insurance,	
Real Estate Taxes and/or Municipal Liens:	\$ 551.56
Other Advances (Property Preservation):	\$ 0.00
Funds on Account: **	\$ 0.00
<b>Total Amount Due:</b>	<b>\$ 1,833.68</b>

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

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

**HOW TO CURE THE DEFAULT** You may cure the default within THIRTY (30) DAYS of the date of this Notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,833.68, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

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

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

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

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

# **Homeowner's Emergency Assistance Program**

## **Clearfield County**

**CCCS of Northeastern PA**

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

**CCCS of Western PA**

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

**CCCS of Western PA**

219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

**Indiana Co. Community Action Program**

827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

**Keystone Economic Development Corp.**

1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

**The NORCAM Group**

4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101844  
NO: 06-1347-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK, as Trustee

VS.

DEFENDANT: CAROL A. WRIGHT and DANIEL L. WRIGHT

**SHERIFF RETURN**

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NOW, August 28, 2006 AT 9:19 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CAROL A. WRIGHT DEFENDANT AT 251 E. MAIN ST., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CAROL WRIGHT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**

AUG 30 2006

012:20 (1)

William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101844  
NO: 06-1347-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK, as Trustee

vs.

DEFENDANT: CAROL A. WRIGHT and DANIEL L. WRIGHT

SHERIFF RETURN

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NOW, August 28, 2006 AT 9:19 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANIEL L. WRIGHT DEFENDANT AT 251 E. MAIN ST., MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CAROL WRIGHT, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101844  
NO: 06-1347-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK, as Trustee

vs.

DEFENDANT: CAROL A. WRIGHT and DANIEL L. WRIGHT

**SHERIFF RETURN**

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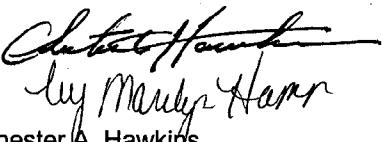
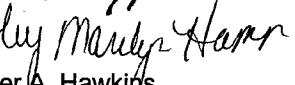
**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	267612	20.00
SHERIFF HAWKINS	GOLDBECK	267612	63.16

Sworn to Before Me This

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

So Answers,

  
by   
Chester A. Hawkins  
Sheriff

**GOLDBECK McCAFFERTY & McKEEVER**  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-825-6321  
Attorney for Plaintiff

JPMORGAN CHASE BANK, AS TRUSTEE ,  
ON BEHALF OF THE NOTEHOLDERS OF  
THE TRUMAN CAPITAL MORTGAGE  
LOAN TRUST 2004-1 ASSET BACKED  
CERTIFICATES, SERIES 2004-2  
1270 Northland Drive, Ste. 200  
Mendota Heights, MN 55120

Plaintiff

vs.

No. 06-1347-CD

CAROL A. WRIGHT  
DANIEL L. WRIGHT  
**(Mortgagor(s) and Record owner(s))**  
251 E. Main Street  
Mahaffey, PA 15757

IN THE COURT OF COMMON PLEAS  
of Clearfield County

**PRAECIPE TO DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of your costs only.



JOSEPH A. GOLDBECK, JR., ESQUIRE

**FILED**

SEP 18 2006  
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William A. Shaw  
Prothonotary/Clerk of Courts  
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