

2006-1642-CD  
LaSalle Bank et al vs Roxene Way

06-1642-CD  
LaSalle Bank vs Roxene M. Way

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK NATIONAL  
ASSOCIATION ("ASSIGNEE"),  
FORMERLY KNOWN AS LASALLE  
NATIONAL BANK, IN ITS CAPACITY  
AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000  
AMONG AFC TRUST SERIES 2000-3,  
AS ISSUER, SUPERIOR BANK FSB,

Plaintiff,  
vs.

ROXENE M. WAY,

Defendant.

TO DEFENDANT

You are hereby notified to plead  
to the ENCLOSED COMPLAINT WITHIN  
TWENTY (20) DAYS FROM SERVICE  
HEREOF

Roxene M. Way  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
909 Hidden Ridge Drive, Suite 200,  
Irving, Texas 75038

AND THE DEFENDANT IS:  
Church Street, PO Box 176  
Morrisdale, PA 16858

Roxene M. Way  
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN  
IS

Township of Morris  
(TOWNSHIP) (City)  
Roxene M. Way  
ATTORNEY FOR PLAINTIFF

CIVIL DIVISION

NO.: 06-1642-CD

TYPE OF PLEADING

CIVIL ACTION-COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF  
OF PLAINTIFF: JP Morgan  
Chase Bank, et al.

COUNSEL OF RECORD  
FOR THIS PARTY:

Kristine M. Anthou, Esquire  
Pa. I.D. # 77991

Daniel J. Birsic, Esquire  
Pa. I.D. # 48450

GRENEN & BIRSIIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

FILED Atty ad 85.00  
MJD:1642-CD  
OCT 06 2006  
on  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK NATIONAL ASSOCIATION  
("ASSIGNEE"), FORMERLY KNOWN AS  
LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER  
1, 2000 AMONG AFC TRUST SERIES  
2000-3, AS ISSUER, SUPERIOR BANK  
FSB,

CIVIL DIVISION

NO.:

Plaintiff,  
vs.

ROXENE M. WAY,

Defendant.

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

PENNSYLVANIA LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
PO BOX 186  
HARRISBURG, PENNSYLVANIA 17108  
(800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK NATIONAL ASSOCIATION ("ASSIGNEE"), FORMERLY KNOWN AS LASALLE NATIONAL BANK, IN ITS CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000 AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK FSB,

CIVIL DIVISION

NO.:

Plaintiff,  
vs.

ROXENE M. WAY,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

LaSalle Bank National Association ("Assignee"), Formerly Known as LaSalle National Bank, In Its Capacity as Indenture Trustee Under That Certain Sale and Servicing Agreement Dated October 1, 2000 Among AFC Trust Series 2000-3, as Issuer, Superior Bank FSB, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is LaSalle Bank National Association ("Assignee"), Formerly Known as LaSalle National Bank, In Its Capacity as Indenture Trustee Under That Certain Sale and Servicing Agreement Dated October 1, 2000 Among AFC Trust Series 2000-3, as Issuer, Superior Bank FSB, which has its principal place of business at 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038 and is authorized to do business in the Commonwealth of Pennsylvania.

2. The Defendant is Roxene M. Way whose last known address is Church Street, PO Box 176, Morrisdale, Pennsylvania 16858.

3. On or about March 31, 2000, Defendant executed an Adjustable Rate Note (hereinafter "Note") in favor of Alliance Funding in the original principal amount of \$25,000.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about March 31, 2000, as security for payment of the aforesaid Note, Defendant made, executed and delivered to Alliance Funding a Mortgage in the original principal amount of \$25,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 17, 2000 in Mortgage Book Volume 2000, Page 5070. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Alliance Funding assigned the aforesaid Mortgage and Note to Plaintiff pursuant to the terms of a certain Assignment of Mortgage.

6. Defendant is the record and real owner of the aforesaid mortgaged premises.

7. Defendant is in default under the terms of the aforesaid of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due. Defendant is due for the June 1, 2006 payment.

8. On or about February 2, 2006, Defendant was mailed a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983 (Act 91 Notices) in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983, as amended.

9. Plaintiff was not required to send Defendants separate Notices of Intention to Foreclose Mortgage in compliance with Act 6 of 174, 41 P.S. §101, et seq., as a result of sending the Act 91 Notices.

10. The amount due and owing Plaintiff by Defendant is as follows:

Principal	\$ 17,714.95
Interest to 09/27/06	\$ 779.39
Late Charges to 09/27/06	\$ 120.78
Escrow Deficiency to 09/27/06	\$ 875.43
Corporate Advances	\$ 150.90
Attorney's fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	<u>\$ 2,500.00</u>
<b>TOTAL</b>	<b>\$ 23,391.45</b>

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$23,391.45 with interest thereon at the rate of \$5.28 per diem from September 27, 2006, and additional late charges, additional reasonable and actually incurred attorney's fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIC, P.C.

BY:

Kristine M. Anthou  
Kristine M. Anthou, Esquire  
Daniel J. Birsic, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**EXHIBIT "A"**

**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.

MARCH 31, 2000  
 [Date]

[City] State College [State] PA

CHURCH STREET PO BOX 176, MORRISDALE, PA 16858  
 [Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 25,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Alliance Funding, a Division of Superior Bank FSB

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 10.500 %. 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 1st day of each month beginning on JUNE 01 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 MAY 01, 2015, 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 ONE RAMLAND ROAD ORANGEBURG, NY 10962 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. \$ 276.35. 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 MAY, 2002, and on that day every 6 month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the 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 FIVE AND 75/100 percentage point(s) ( 5.750 %) 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 13.500 % or less than 9.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND NO/100 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 16.500 %.

**(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 that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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

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

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % 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 which 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.

To this extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument 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.

*Roxene M. Way*  
ROXENE M. WAY

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

[Sign Original Only]

*sw*

**EXHIBIT "B"**

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200005070  
RECORDED ON  
APR 17, 2000  
9:43:44 AM

Prepared by: SANDRA MASSE

ACCOUNT #: 0803295518

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 31, 2000. The mortgagor is ROXENE M WAY

("Borrower").

This Security Instrument is given to

Alliance Funding, a Division of Superior Bank FSB which is organized and existing under the laws of The United States, and whose address is One Ramland Road, Orangeburg, New York 10962 ("Lender"). Borrower owes Lender the principal sum of

TWENTY-FIVE THOUSAND AND NO/100 Dollars (U.S. \$ 25,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this Purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

CLEARFIELD County, Pennsylvania:

If this box is checked see Schedule A annexed hereto and made a part hereof.

which has the address of CHURCH STREET PO BOX 176

MORRISDALE	[Street]	Pennsylvania	16858	("Property Address");
[City]			[Zip Code]	

ALMU

RW

**EXHIBIT A**  
**LEGAL DESCRIPTION**

ALL that certain lot or piece of ground situate in the Township of Morris, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake on the right of way of Township Road leading from Morrisdale Store to the High School and being the common corner between Lot No. 1 and Lot No. 2; thence along the right of way of said Township Road, South 24° 7' East a distance of 147.8 feet to a stake on lands now or formerly of the Clearfield Trust Company; thence along said land now or formerly of Clearfield Trust Company the following 3 courses and distances: North 66° 59' East a distance of 131.8 feet to a stake; thence North 9° 29' West a distance of 148.7 feet to a stake; thence South 68° 8' West, a distance of 169.6 feet to a stake and place of beginning, being known as Lot No. 1.

BEING also known as tax parcel ID # 124-Q10-567-8.

BEING the same property which William R. Way and Roxene M. Way, husband and wife, by deed dated September 29, 1994 and recorded at Deed Book Volume 1636, page 503, granted and conveyed unto Roxene M. Way.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

LOAN ID: 0803295518

ALMW FORM 3039 9/90 (page 3 of 9 pages)

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**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. 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.

If Lender exercises this option, 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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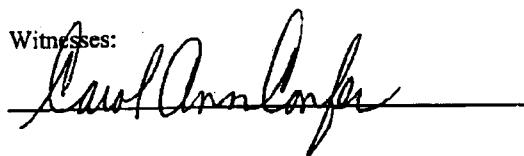
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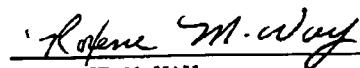
Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) [specify] ADDENDUM(S)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:



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ROXENE M WAY

(Seal)  
Borrower

(Seal)  
Borrower

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(Seal)  
Borrower

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(Seal)  
Borrower

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(Seal)  
Borrower

---

(Seal)  
Borrower

**VERIFICATION**

The undersigned and duly authorized representative of Plaintiff, deposes and says subject to the penalties of 18 Pa C.S.A. § 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to his information and belief.

Mary Jacque Thompson

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LaSalle Bank National :  
Association ("Assignee") :  
Formerly Known as LaSalle :  
National Bank, in Its Capacity :  
As Indenture Trustee Under That :  
Certain Sale and Servicing :  
Agreement Dated October 1, 2000 :  
Among AFC Trust Series 2000-3, :  
As Issuer, Superior Bank FSB, :  
  
Plaintiff :  
  
vs. : NO. 06-1642-CD  
  
Roxene M. Way, :  
Defendant :  
  
: Type of Case: Mortgage Foreclosure  
: Type of Pleading: Praeclipe to Enter Appearance  
: Filed on Behalf of: Roxene M. Way  
: Counsel of Record for this Party:  
: Katherine M. Forcey, Esquire  
: Supreme Court No.: 95110  
: MidPenn Legal Services  
: 211 East Locust Street  
: Clearfield, PA 16830  
: (814)765-9646

FILED  
09/28/06 2cc  
NOV 17 2006 Atty Forcey

William A. Shaw  
Prothonotary/Clerk of Courts

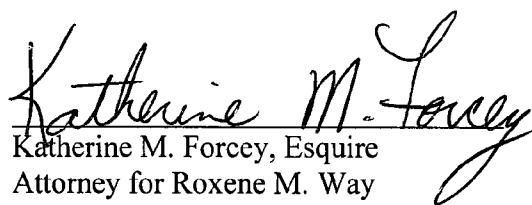
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA-CIVIL DIVISION

LaSalle Bank National :  
Association ("Assignee") :  
Formerly Known as LaSalle :  
National Bank, in Its Capacity :  
As Indenture Trustee Under That :  
Certain Sale and Servicing :  
Agreement Dated October 1, 2000 :  
Among AFC Trust Series 2000-3, :  
As Issuer, Superior Bank FSB, :  
  
Plaintiff :  
  
vs. : NO. 06-1642-CD  
  
Roxene M. Way, :  
Defendant :  
:

PRAECIPE TO ENTER APPEARANCE

To the Prothonotary:

Please enter my appearance on behalf of Roxene M. Way.

  
Katherine M. Forcey  
Katherine M. Forcey, Esquire  
Attorney for Roxene M. Way  
MIDPENN LEGAL SERVICES  
211 East Locust Street  
Clearfield, PA 16830  
(814)765-9646

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LaSalle Bank National  
Association ("Assignee") :  
Formerly Known as LaSalle  
National Bank, in Its Capacity :  
As Indenture Trustee Under That :  
Certain Sale and Servicing :  
Agreement Dated October 1, 2000 :  
Among AFC Trust Series 2000-3, :  
As Issuer, Superior Bank FSB, :  
  
Plaintiff :  
vs. : NO. 06-1642-CD  
  
Roxene M. Way, :  
Defendant :  
  
: Type of Case: Mortgage Foreclosure  
: Type of Pleading: Preliminary  
Objections  
: Filed on Behalf of: Roxene M. Way  
: Counsel of Record for this Party:  
Katherine M. Forcey, Esquire  
: Supreme Court No.: 95110  
: MidPenn Legal Services  
211 East Locust Street  
Clearfield, PA 16830  
(814)765-9646

FILED *2cc*  
09/26/06 Atty Forcey  
NOV 17 2006  
6K

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LaSalle Bank National Association ("Assignee")	:
Formerly Known as LaSalle National Bank, in Its Capacity	:
As Indenture Trustee Under That	:
Certain Sale and Servicing	:
Agreement Dated October 1, 2000	:
Among AFC Trust Series 2000-3,	:
As Issuer, Superior Bank FSB,	:
 Plaintiff	:
 vs.	: NO. 06-1642-CD
 Roxene M. Way, Defendant	:

DEFENDANT ROXENE M. WAY'S OBJECTIONS TO PLAINTIFF'S COMPLAINT

Defendant, Roxene M. Way, by and through her attorneys Katherine M. Forcey, Esquire and MidPenn Legal Services, preliminarily objects to the complaint filed in the above-captioned matter as set forth below:

1. Plaintiff instituted an action in mortgage foreclosure in the above captioned matter. A true and correct copy of the complaint is attached as Exhibit A.
2. Plaintiff's complaint alleges that defendant is in default of a residential mortgage which defendant entered into with the Plaintiff. Plaintiff seeks judgment against the defendant in mortgage foreclosure in the sum of \$17,714.95 plus interest, costs and attorney's fees, and for the foreclosure and sale of the mortgaged premises.

I. Lack of Subject Matter Jurisdiction

3. Plaintiff has failed to comply with the notice requirements of both Act 6 and Act 91(Pennsylvania's Homeowner's Emergency Mortgage Assistance Act), which are found at 41 P.S. 403(b) and 35 P.S. 1680.401c(a) respectively.

4. Under Act 6, notice of a mortgagee's intention to foreclose "shall be in writing, sent to the residential mortgage debtor by registered or certified mail at his last known address." Plaintiff avers in Paragraph 9 of Plaintiff's Complaint that such a notice was not required "as a result of sending the Act 91 Notices". However, Defendant, Roxene M. Way, avers that she did not receive an Act 6 or Act 91 notice of the plaintiff's

intention to foreclose until she requested a copy of the Act 91 Notice after she was served with the Complaint commencing this action in October 2006. A true and correct copy of the Act 91 Notice is attached as Exhibit B.

5. Likewise, Plaintiff has failed to provide any evidence that Defendant Roxene M. Way received the notice required by Act 91. According to 35 P.S. 1680.403c(a), any mortgagee desiring to foreclose "shall send to mortgagor at his or her last known address the notice provided in subsection (b)." Plaintiff avers in Paragraph 8 of Plaintiff's Complaint that such a notice was sent to Defendant Roxene M. Way. However, Defendant, Roxene M. Way avers that she did not receive an Act 91 notice of the availability of assistance from the Pennsylvania Homeowner's Emergency Assistance Program until after she requested a copy of said Notice following service of the Complaint commencing this action.

6. Plaintiff may not bring this action in mortgage foreclosure absent a showing that proper notice was given to Defendant, Roxene M. Way, as required by Pennsylvania Law.

7. In addition, the Act 91 Notice that the Defendant received following her receipt of the Complaint is defective in that, contrary to 35 P.S. §1680.402c(a), it does not include the list of credit counseling agencies through which the Defendant could apply for Homeowners Emergency Mortgage Assistance.

8. The failure to comply with the notice provisions of Act 6 and Act 91 means that a necessary condition precedent has not been met and that the court from which relief is sought does not have subject matter jurisdiction to hear the foreclosure proceeding.

WHEREFORE, Defendant, Roxene M. Way, requests that the complaint be dismissed for lack of subject matter jurisdiction pursuant to Pa.R.C.P. 1028(a)(1) for failing to comply with notice provisions of Act 6 and Act 91 as set forth at 41 P.S. 403(b) and 35 P.S. 1680.403c(a), respectively.

## II. Insufficient Specificity of Pleading

9. Under Pa.R.C.P. 1028(a)(3), a preliminary objection may be raised for insufficient specificity in a pleading.

10. The Act 91 Notice dated February 2, 2006 that the Defendant received following receipt in October 2006 of the Complaint alleges that monthly payments from 12/01/2005 were past due in the amount of \$1,436.10.

10. The Complaint states at Paragraph 7 that "Defendant is due for the June 1, 2006 payment."

11. The allegation in Paragraph 7 does not specify when Defendant stopped making payments as they became due or the number of delinquent payments. The allegation is inconsistent with the allegation in the Act 91 Notice dated February 2, 2006.

WHEREFORE, Defendant, Roxene M. Way, requests that the complaint be stricken for failure to comply with Pa R.C.P 1028 (a)(3) in that it lacks specificity of pleading.

### III. Failure of Pleading to Conform to Rule of Court

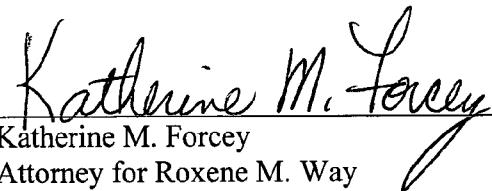
12. Pa. R.C.P. 1024 requires every pleading containing an averment of fact to be verified.

13. Pa. R.C.P. 1024(c) requires the verification to be made by one or more of the parties.

14. The Complaint is verified by Mary Jacque Thompson.

15. The Complaint does not state whether Ms. Thompson is a party or in what capacity she is qualified to verify the complaint in compliance with the Rule.

WHEREFORE, Defendant, Roxene M. Way, requests that the complaint be stricken for failure to comply with Pa. R.C.P 1024(c) pursuant to Pa. R.C.P. 1028(a)(2).

  
\_\_\_\_\_  
Katherine M. Forcey  
Attorney for Roxene M. Way  
PA ID # 95110  
MidPenn Legal Services Inc.  
211 East Locust Street  
Clearfield, PA 16803  
(814)765-9646

## VERIFICATION

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

Roxene M. Way  
Roxene M. Way

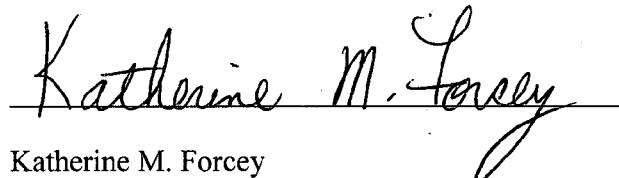
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LaSalle Bank National :  
Association ("Assignee") :  
Formerly Known as LaSalle :  
National Bank, in Its Capacity :  
As Indenture Trustee Under That :  
Certain Sale and Servicing :  
Agreement Dated October 1, 2000 :  
Among AFC Trust Series 2000-3, :  
As Issuer, Superior Bank FSB, :  
  
Plaintiff :  
vs. : NO. 06-1642-CD  
Roxene M. Way, :  
Defendant :  
:

NOTICE TO PLEAD

TO: LaSalle National Bank Association

Your are hereby notified to plead to the enclosed Preliminary Objections within twenty (20) days from service hereof or a default judgment may be entered against you.



Katherine M. Forcey  
PA ID #95110  
MidPenn Legal Services Inc.  
211 East Locust Street  
Clearfield, PA 16803  
(814)765-9646

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LaSalle Bank National :  
Association ("Assignee") :  
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National Bank, in Its Capacity :  
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Certain Sale and Servicing :  
Agreement Dated October 1, 2000 :  
Among AFC Trust Series 2000-3, :  
As Issuer, Superior Bank FSB, :  
  
Plaintiff :  
: :  
vs. : NO. 06-1642-CD  
: :  
Roxene M. Way, :  
Defendant :  
:

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2006, upon  
consideration of Defendant Roxene M. Way's Preliminary Objections to the complaint of  
the plaintiff LaSalle Bank National Association for failure to conform to the requirements  
of 41 P.S. 403 and 35 P.S. 1680.403c and for failure to comply with Pa. Rules, it is  
hereby ORDERED that Defendant Roxene M. Way's preliminary objections are  
sustained and the complaint of the plaintiff is stricken.

BY THE COURT:

---

Judge

February 02, 2006

\*0003190093\*

Roxene M. Way  
Church St Po Box 176  
Morrisdale, PA 16858

## **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.

### **IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR**

The Homeowners' Emergency 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, 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 Notificación adjunta es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionado arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puedes salvar su casa de la pérdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME(S) :	Roxene M. Way
PROPERTY ADDRESS:	Church St Po Box 176
	Morrisdale, PA 16858
LOAN ACCOUNT	0007474331
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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.

*Exhibit B*

**TEMPORARY STAY OF FORECLOSURE**- Under the Act, you are entitled to a temporary stay of the foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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  
Po Box 176 Morrisdale, PA 16858 IS SERIOUSLY IN DEFAULT because:

Church St

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

(a) Monthly payments from 12/01/2005:	\$1,436.10
(b) Late charge(s):	\$25.04
(c) Other charge(s): NSF & Advances	\$0.00
(d) Less: Credit Balance	\$372.00
(e) Total amount required as of 02/01/2006:	\$1,089.14

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

**HOW TO CURE THE DEFAULT**- You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$1,089.14, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at PO BOX 660530, DALLAS, TX 75266-0530.

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) days of this letter date, 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 amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30)DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held is would be approximately five (5) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

#### HOW TO CONTACT THE LENDER

Name of Lender:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

**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 furniture and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorneys' 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 borrower 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. (However, you are not entitled to this right more than three times in a 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.

**EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.**

**Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:**

- a) Provide to you verification of the debt or a copy of any judgment entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,  
EMC Mortgage Corporation

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
**200005070**  
RECORDED ON  
**APR 17, 2000**  
**9:43:44 AM**  
RECORDING FEES - **\$11.00**  
RECORDED  
COUNTY IMPROVEMENT FUND **\$11.00**  
RECORDED  
IMPROVEMENT FUND **\$1.00**  
STATE WRIT TAX **\$0.50**  
TOTAL **\$12.50**

[Space Above This Line For Recording Data]

Prepared by: **SANDRA MASSE**

ACCOUNT #: **0803295518**

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 31, 2000**. The mortgagor is **ROXENE M WAY**

("Borrower").

This Security Instrument is given to

Alliance Funding, a Division of Superior Bank FSB which is organized and existing under the laws of The United States, and whose address is One Ramland Road, Orangeburg, New York 10962 ("Lender"). Borrower owes Lender the principal sum of

**TWENTY-FIVE THOUSAND AND NO/100 Dollars**  
(U.S. \$ **25,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MAY 01, 2015**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this Purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

**CLEARFIELD**

**County, Pennsylvania:**

If this box is checked see Schedule A annexed hereto and made a part hereof.

which has the address of **CHURCH STREET PO BOX 176**

**MORRISDALE**, Pennsylvania **16858** ("Property Address");  
[City] **[Street]**  
[Zip Code]

**ALMU**

*RW*

**EXHIBIT A**  
**LEGAL DESCRIPTION**

ALL that certain lot or piece of ground situate in the Township of Morris, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake on the right of way of Township Road leading from Morrisdale Store to the High School and being the common corner between Lot No. 1 and Lot No. 2; thence along the right of way of said Township Road, South 24° 7' East a distance of 147.8 feet to a stake on lands now or formerly of the Clearfield Trust Company; thence along said land now or formerly of Clearfield Trust Company the following 3 courses and distances: North 66° 59' East a distance of 131.8 feet to a stake; thence North 9° 29' West a distance of 148.7 feet to a stake; thence South 68° 8' West, a distance of 169.6 feet to a stake and place of beginning, being known as Lot No. 1.

BEING also known as tax parcel ID # 124-Q10-567-8.

BEING the same property which William R. Way and Roxene M. Way, husband and wife, by deed dated September 29, 1994 and recorded at Deed Book Volume 1636, page 503, granted and conveyed unto Roxene M. Way.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. 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.

If Lender exercises this option, 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

LOAN ID: 0803295518

ALMZ FORM 3039 9/98 (page 6 of 9 pages)

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

LOAN ID:0803295518

ALNA FORM 3039 9/90 (page 7 of 9 pages)

*lu*

[Check applicable box(es)]

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input checked="" type="checkbox"/> Other(s) [specify] ADDENDUM(S)		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Paul Ann Confer \_\_\_\_\_ (Seal) \_\_\_\_\_  
ROXENE M WAY \_\_\_\_\_ (Seal) \_\_\_\_\_  
Borrower \_\_\_\_\_ (Seal) \_\_\_\_\_  
Borrower \_\_\_\_\_ (Seal) \_\_\_\_\_  
Borrower

VERIFICATION

The undersigned and duly authorized representative of Plaintiff, deposes and says subject to the penalties of 18 Pa C.S.A. § 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint are true and correct to his information and belief.

Mary Jacque Thompson

8. On or about February 2, 2006, Defendant was mailed a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983 (Act 91 Notices) in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983, as amended.

9. Plaintiff was not required to send Defendants separate Notices of Intention to Foreclose Mortgage in compliance with Act 6 of 174, 41 P.S. §101, et seq., as a result of sending the Act 91 Notices.

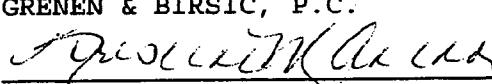
10. The amount due and owing Plaintiff by Defendant is as follows:

Principal	\$ 17,714.95
Interest to 09/27/06	\$ 779.39
Late Charges to 09/27/06	\$ 120.78
Escrow Deficiency to 09/27/06	\$ 875.43
Corporate Advances	\$ 150.90
Attorney's fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	\$ 2,500.00
<b>TOTAL</b>	<b>\$ 23,391.45</b>

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of **\$23,391.45** with interest thereon at the rate of **\$5.28** per diem from **September 27, 2006**, and additional late charges, additional reasonable and actually incurred attorney's fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

GRENEN & BIRSIC, P.C.

BY:

  
Kristine M. Anthou, Esquire  
Daniel J. Birsic, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**EXHIBIT "A"**

**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.

MARCH 31, 2000  
 [Date]

[City] State College [State] PA

CHURCH STREET PO BOX 176, MORRISDALE, PA 16858  
 [Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 25,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Alliance Funding, a Division of Superior Bank FSB

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 10.500 %. 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 1st day of each month beginning on JUNE 01 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 MAY 01, 2015, 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 ONE RAMLAND ROAD ORANGEBURG, NY 10962 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. \$ 276.35. 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 MAY, 2002, and on that day every 6 month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the 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 FIVE AND 75/100 percentage point(s) ( 5.750 %) 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 13.500 % or less than 9.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND NO/100 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 16.500 %.

**(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 that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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

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

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % 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 which 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.

To this extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument 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.

*Roxene M. Way* \_\_\_\_\_ (Seal)  
ROXENE M WAY \_\_\_\_\_ Borrower

\_\_\_\_\_ (Seal)  
Borrower

[Sign Original Only]

*rec*

**EXHIBIT "B"**

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

LaSalle Bank National :  
Association ("Assignee") :  
Formerly Known as LaSalle :  
National Bank, in Its Capacity :  
As Indenture Trustee Under That :  
Certain Sale and Servicing :  
Agreement Dated October 1, 2000 :  
Among AFC Trust Series 2000-3, :  
As Issuer, Superior Bank FSB, :  
  
Plaintiff :  
vs. : NO. 06-1642-CD  
Roxene M. Way, :  
Defendant :  
:

ORDER

AND NOW, this 20<sup>th</sup> day of November, 2006, upon

consideration of Defendant Roxene M. Way's Preliminary Objections filed in the above-captioned matter, it is the Order of the Court that argument has been scheduled for the 2nd day of January, 2007 at 2:00 o'clock P.m. in Courtroom # 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:



Judge

FILED <sup>10:56 AM</sup> <sup>2nd</sup> NOV 21 2006 <sup>cc</sup> Atty Forcey  
(68)

William A. Shaw  
Prothonotary/Clerk of Courts

U  
FILED  
NOV 21 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/21/06

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other  
 Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK NATIONAL  
ASSOCIATION ("ASSIGNEE"),  
FORMERLY KNOWN AS LASALLE  
NATIONAL BANK, IN ITS CAPACITY  
AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000  
AMONG AFC TRUST SERIES 2000-3,  
AS ISSUER, SUPERIOR BANK FSB,

CIVIL DIVISION

NO.: 06-1642-CD

TYPE OF PLEADING

CIVIL ACTION-COMPLAINT  
IN MORTGAGE FORECLOSURE

Plaintiff,  
vs.

ROXENE M. WAY,

Defendant.

TO DEFENDANT

You are hereby notified to plead  
to the ENCLOSED COMPLAINT WITHIN  
TWENTY (20) DAYS FROM SERVICE  
HEREOF

Roxene M. Way  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
909 Hidden Ridge Drive, Suite 200,  
Irving, Texas 75038

AND THE DEFENDANT IS:  
Church Street, PO Box 176  
Morrisdale, PA 16858

Roxene M. Way  
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE Affected BY THIS LIEN  
IS

Township of Morris  
(TOWNSHIP) (City)

Roxene M. Way  
ATTORNEY FOR PLAINTIFF

Kristine M. Anthou, Esquire  
Pa. I.D. # 77991

Daniel J. Birsic, Esquire  
Pa. I.D. # 48450

GRENNEN & BIRSCIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

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

OCT 06 2006

Attest.

John A. Birsic  
Prothonotary/  
Clerk of Courts

Exhibit A

ad  
Re: 11-1642-CD  
by Sheriff's Office

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK NATIONAL ASSOCIATION  
("ASSIGNEE"), FORMERLY KNOWN AS  
LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER  
1, 2000 AMONG AFC TRUST SERIES  
2000-3, AS ISSUER, SUPERIOR BANK  
FSB,

CIVIL DIVISION

NO. :

Plaintiff,

vs.

ROXENE M. WAY,

Defendant.

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

PENNSYLVANIA LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
PO BOX 186  
HARRISBURG, PENNSYLVANIA 17108  
(800) 692-7375

344765-911  
320-911  
Divorce

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK NATIONAL  
ASSOCIATION ("ASSIGNEE"),  
FORMERLY KNOWN AS LASALLE  
NATIONAL BANK, IN ITS CAPACITY  
AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000  
AMONG AFC TRUST SERIES 2000-3,  
AS ISSUER, SUPERIOR BANK FSB,

CIVIL DIVISION

NO.:

Plaintiff,

vs.

ROXENE M. WAY,

Defendant.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

LaSalle Bank National Association ("Assignee"), Formerly Known as LaSalle National Bank, In Its Capacity as Indenture Trustee Under That Certain Sale and Servicing Agreement Dated October 1, 2000 Among AFC Trust Series 2000-3, as Issuer, Superior Bank FSB, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is LaSalle Bank National Association ("Assignee"), Formerly Known as LaSalle National Bank, In Its Capacity as Indenture Trustee Under That Certain Sale and Servicing Agreement Dated October 1, 2000 Among AFC Trust Series 2000-3, as Issuer, Superior Bank FSB, which has its principal place of business at 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038 and is authorized to do business in the Commonwealth of Pennsylvania.

2. The Defendant is Roxene M. Way whose last known address is Church Street, PO Box 176, Morrisdale, Pennsylvania 16858.

3. On or about March 31, 2000, Defendant executed an Adjustable Rate Note (hereinafter "Note") in favor of Alliance Funding in the original principal amount of \$25,000.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about March 31, 2000, as security for payment of the aforesaid Note, Defendant made, executed and delivered to Alliance Funding a Mortgage in the original principal amount of \$25,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 17, 2000 in Mortgage Book Volume 2000, Page 5070. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Alliance Funding assigned the aforesaid Mortgage and Note to Plaintiff pursuant to the terms of a certain Assignment of Mortgage.

6. Defendant is the record and real owner of the aforesaid mortgaged premises.

7. Defendant is in default under the terms of the aforesaid of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due. Defendant is due for the June 1, 2006 payment.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK NATIONAL  
ASSOCIATION ("ASSIGNEE"),  
FORMERLY KNOWN AS LASALLE  
NATIONAL BANK, IN ITS CAPACITY  
AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000  
AMONG AFC TRUST SERIES 2000-3,  
AS ISSUER, SUPERIOR BANK FSB,

Plaintiff,  
vs.

ROXENE M. WAY,

Defendant.

TO DEFENDANT

You are hereby notified to plead  
to the ENCLOSED COMPLAINT WITHIN  
TWENTY (20) DAYS FROM SERVICE  
HEREOF

Mary O. Denee  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
909 Hidden Ridge Drive, Suite 200,  
Irving, Texas 75038

AND THE DEFENDANT IS:  
Church Street, PO Box 176  
Morrisdale, PA 16858

Mary O. Denee  
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN  
IS

Mary O. Denee  
ATTORNEY FOR PLAINTIFF

Township of Morris  
(TOWNSHIP) (City)

CIVIL DIVISION

NO.: 06-1442-CD

TYPE OF PLEADING

CIVIL ACTION-AMENDED COMPLAINT  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF  
OF PLAINTIFF: JP Morgan  
Chase Bank, et al.

COUNSEL OF RECORD  
FOR THIS PARTY:

Kristine M. Anthou, Esquire  
Pa. I.D. # 77991

Mary D. Grenen, Esquire  
Pa. I.D. #52698

GRENNEN & BIRSMIC, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

FILED

DEC 14 2006

W/1001  
William A. Shaw  
Prothonotary/Clerk of Courts

No C/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK NATIONAL ASSOCIATION  
("ASSIGNEE"), FORMERLY KNOWN AS  
LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED OCTOBER  
1, 2000 AMONG AFC TRUST SERIES  
2000-3, AS ISSUER, SUPERIOR BANK  
FSB,

CIVIL DIVISION

NO.: 06-1642-CD

Plaintiff,  
vs.

ROXENE M. WAY,

Defendant.

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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

PENNSYLVANIA LAWYER REFERRAL SERVICE  
PENNSYLVANIA BAR ASSOCIATION  
PO BOX 186  
HARRISBURG, PENNSYLVANIA 17108  
(800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK NATIONAL  
ASSOCIATION ("ASSIGNEE"),  
FORMERLY KNOWN AS LASALLE  
NATIONAL BANK, IN ITS CAPACITY  
AS INDENTURE TRUSTEE UNDER THAT  
CERTAIN SALE AND SERVICING  
AGREEMENT DATED OCTOBER 1, 2000  
AMONG AFC TRUST SERIES 2000-3,  
AS ISSUER, SUPERIOR BANK FSB,

CIVIL DIVISION

NO.: 06-1642-CD

Plaintiff,  
vs.

ROXENE M. WAY,

Defendant.

CIVIL ACTION - AMENDED COMPLAINT IN MORTGAGE FORECLOSURE

LaSalle Bank National Association ("Assignee"), Formerly Known as LaSalle National Bank, In Its Capacity as Indenture Trustee Under That Certain Sale and Servicing Agreement Dated October 1, 2000 Among AFC Trust Series 2000-3, as Issuer, Superior Bank FSB, by its attorneys, Grenen & Birsic, P.C., files this Amended Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is LaSalle Bank National Association ("Assignee"), Formerly Known as LaSalle National Bank, In Its Capacity as Indenture Trustee Under That Certain Sale and Servicing Agreement Dated October 1, 2000 Among AFC Trust Series 2000-3, as Issuer, Superior Bank FSB, which has its principal place of business at 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038 and is authorized to do business in the Commonwealth of Pennsylvania.

2. The Defendant is Roxene M. Way whose last known address is Church Street, PO Box 176, Morrisdale, Pennsylvania 16858.

3. On or about March 31, 2000, Defendant executed an Adjustable Rate Note (hereinafter "Note") in favor of Alliance Funding in the original principal amount of \$25,000.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.

4. On or about March 31, 2000, as security for payment of the aforesaid Note, Defendant made, executed and delivered to Alliance Funding a Mortgage in the original principal amount of \$25,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on August 17, 2000 in Mortgage Book Volume 2000, Page 5070. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Alliance Funding assigned the aforesaid Mortgage and Note to Plaintiff pursuant to the terms of a certain Assignment of Mortgage.

6. Defendant is the record and real owner of the aforesaid mortgaged premises.

7. On or about February 2, 2006, via first class mail and certified mail, return receipt requested, Defendant was mailed a Notice of Homeowner's Emergency Mortgage Assistance Act of 1983 (Act 91 Notices) that included a listing of the counseling agencies in the Clearfield County Area in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983, as amended by certified mail, return receipt requested (Article Number 7104 5400 2100 1181 0931). A true and correct copy of said Notice is marked Exhibit "C", attached hereto and made a part hereof. Additionally, said Notice was unclaimed by the Defendant on February 23, 2006 and returned to Plaintiff. A true and correct copy of said confirmation of the receipt of Notice is marked Exhibit D", attached hereto and made a part hereof.

8. Plaintiff was not required to send Defendant separate Notices of Intention to Foreclose Mortgage in compliance with Act 6 of 174, 41 P.S. §101, et seq., as a result of sending the Act 91 Notices.

9. Defendant is in default under the terms of the aforesaid of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due. Defendant made some payments following receipt of the Act Notice; however, Defendant, did not submit funds sufficient to cure the total arrearage and currently remains due and owing since June 1, 2006.

10. The amount due and owing Plaintiff by Defendant is as follows:

Principal	\$ 17,714.95
Interest to 09/27/06	\$ 779.39
Late Charges to 09/27/06	\$ 120.78
Escrow Deficiency to 09/27/06	\$ 875.43
Corporate Advances	\$ 150.90
Attorney's fees	\$ 1,250.00
Title Search, Foreclosure and Execution Costs	\$ 2,500.00
<b>TOTAL</b>	<b>\$ 23,391.45</b>

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of **\$23,391.45** with interest thereon at the rate of **\$5.28** per diem from **September 27, 2006**, and additional late charges, additional reasonable and actually incurred attorney's fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

BY: Mary D. Grenen  
GRENNEN & BIRSIC, P.C.  
Kristine M. Anthou, Esquire  
Mary D. Grenen, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**EXHIBIT "A"**

**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.

MARCH 31, 2000  
 [Date]

[City] State (College) [State] PA

CHURCH STREET PO BOX 176, MORRISDALE, PA 16858  
 [Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 25,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Alliance Funding, a Division of Superior Bank FSB

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 10.500 %. 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 1st day of each month beginning on JUNE 01, 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 MAY 01, 2015, 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 ONE RAMLAND ROAD

ORANGEBURG, NY 10962 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. \$ 276.35. 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 MAY, 2002, and on that day every 6 month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the 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 FIVE AND 75/100 percentage point(s) ( 5.750 %) 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 13.500 % or less than 9.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND NO/100 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 16.500 %.

**(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 that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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

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

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % 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.

*[Signature]*

**10. WAIVERS**

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

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises 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.

To this extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument 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.

Roxene M. Way \_\_\_\_\_ (Seal)  
ROXENE M. WAY \_\_\_\_\_ Borrower

\_\_\_\_\_ (Seal)  
Borrower

[Sign Original Only]

*[Signature]*

**EXHIBIT "B"**

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200005070  
RECORDED ON  
APR 17, 2000  
9:43:44 AM  
RECORDING FEES - \$41.00  
RECORDER FEE  
COURT IMPROVEMENT FUND  
RECORDER IMPROVEMENT FUND  
STATE WRIT TAX  
TOTAL  
\$1.00  
\$1.00  
\$0.50  
\$43.50

Prepared by: SANDRA MASSE

ACCOUNT #: 0803295518

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 31, 2000. The mortgagor is ROXENE M WAY

("Borrower").

This Security Instrument is given to

Alliance Funding, a Division of Superior Bank FSB which is organized and existing under the laws of The United States, One Ramland Road, Orangeburg, New York 10962 ("Lender"). Borrower owes Lender the principal sum of

TWENTY-FIVE THOUSAND AND NO/100 Dollars (U.S. \$ 25,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this Purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

CLEARFIELD County, Pennsylvania:

If this box is checked see Schedule A annexed hereto and made a part hereof.

which has the address of CHURCH STREET PO BOX 176

MORRISDALE  
[City]

[Street]  
, Pennsylvania 16858  
[Zip Code]

("Property Address");

ALMU

RW

**EXHIBIT A**  
**LEGAL DESCRIPTION**

ALL that certain lot or piece of ground situate in the Township of Morris, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stake on the right of way of Township Road leading from Morrisdale Store to the High School and being the common corner between Lot No. 1 and Lot No. 2; thence along the right of way of said Township Road, South 24° 7' East a distance of 147.8 feet to a stake on lands now or formerly of the Clearfield Trust Company; thence along said land now or formerly of Clearfield Trust Company the following 3 courses and distances: North 66° 59' East a distance of 131.8 feet to a stake; thence North 9° 29' West a distance of 148.7 feet to a stake; thence South 68° 8' West, a distance of 169.6 feet to a stake and place of beginning, being known as Lot No. 1.

BEING also known as tax parcel ID # 124-Q10-567-8.

BEING the same property which William R. Way and Roxene M. Way, husband and wife, by deed dated September 29, 1994 and recorded at Deed Book Volume 1636, page 503, granted and conveyed unto Roxene M. Way.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify the Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

LOAN ID: 0803295518

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

LOAN ID: 0803295518

ALMW FORM 3039 9/90 (page 3 of 9 pages)

Xerj

**EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.**

**Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:**

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,  
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038  
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B  
Consumer Credit Counseling Agency  
Notification To:

Date: \_\_\_\_\_

Name of Mortgagee: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,  
If different from above.

The counseling agency met with the above named applicant on \_\_\_\_\_  
Date \_\_\_\_\_

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

\_\_\_\_\_  
\_\_\_\_\_

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved with in the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on \_\_\_\_\_
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

\* Indicates Counties Serviced

JFK Center, Inc.  
2021 East 20th Street  
Erie, PA 16510  
(814) 898-0400  
\* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.  
P.O. Box 389 135 West 4th St.  
Emporium, PA 15834  
(814) 486-1161  
\* Cameron, Elk, McKean, Potter

CCCS of Western PA  
1138 N. Main St. Extension  
Butler, PA 16001  
888-511-2227  
\* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.  
601 Indiana Avenue  
Farrell, PA 16121  
(724) 981-5310  
\* Crawford, Lawrence, Mercer

CCCS of Northeastern PA  
202 W. Hamilton Ave.  
State College, PA 16801  
(814) 238-3668  
\* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
888-511-2227  
\* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon  
\* Juniata, Mifflin, Union

Huntingdon County Housing Services  
Weatherization Inc.  
917 Mifflin Street  
Huntingdon, PA 16652  
(814) 643-2343  
\* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA  
1400 Abington Executive Park Suite 1  
Clarks Summit, PA 18411  
570-587-9163  
\* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe,  
\* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne  
\* Wyoming

CCCS of Northeastern PA  
Genetti Towers  
77 E Market Street, 7th Floor  
Wilkes-Barre, PA 18702  
570-821-0837  
\* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe  
\* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA  
411 Main Street Suite 102E  
Stroudsburg, PA 18360  
(570) 420-8980 or 800-922-9537  
\* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CACOM  
113 E Main St  
Norristown, PA 19401  
(610) 277-6363  
\* Montgomery

Germantown Settlement  
218 W. Chelten Avenue  
Philadelphia, PA 19144  
215-849-3104  
\* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE  
167 W. Allegheny Ave. 2nd Floor  
Philadelphia, PA 19140  
(215) 426-8025  
\* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley  
658 North Watts Street  
Philadelphia, PA 19123  
(215) 978-0224  
\* Philadelphia

Community Action Committee of the Lehigh Valley  
1337 East Fifth Street  
Bethlehem, PA 18015  
610-691-5620  
\* Berks, Carbon, Lehigh, Monroe, Northhampton

Acom Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
(215) 765-1221  
\* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA  
201 Basin Street Suite 6  
Williamsport, PA 17701  
(570) 323-6627  
\* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute  
845 Coates St.  
Coatesville, PA 19320  
(888) 212-6741  
\* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute  
530 West Street Rd Suite 201  
Warminster, PA 18974  
\* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute  
528 Dekalb Street  
Norristown, PA 19401  
(610) 971-2210  
\* Montgomery

The Trehab Center of Northeastern PA  
10 Public Ave Po Box 366  
Montrose, PA 18801  
(570) 278-3338 or 1-800-982-4045  
\* Susquehanna

\* Indicates Counties Serviced

Keystone Economic Develop. Corp  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
\* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.  
535 East Main Street  
Somerset, PA 15501  
(814) 445-9628 - 1-800-452-0148  
\* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA  
German Street PO Box 389  
Dushore, PA 18614  
(570) 928-9667  
\* Sullivan

Action Housing, Inc.  
425 6th Avenue Suite 950  
Pittsburgh, PA 15219 (800) 792-2801 or  
(412) 391-1956 or (412) 281-2102  
\* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.  
90 East Chestnut Street  
Washington, PA 15301  
888-511-2227  
\* Washington

Community Action Southwest  
58 East Greene Street  
Waynesburg, PA 15370  
(724) 852-2893  
\* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.  
439 E. King Street PO Box 1676  
Lancaster, PA 17608  
(717) 397-5182 OR 1-800-788-5062  
\* Chester, Lancaster, Lebanon

American Financial Counseling Services  
906 Penn Avenue  
Wyomissing, PA 19610  
610-378-5140  
\* Berks

CCCS of Western PA, Inc.  
199 Edison Street  
Uniontown, PA 15401  
888-511-2227 \* Fayette County

Bucks County Housing Group  
349 Durham Road  
Penndel, PA 19047  
866-866-0280 \* Bucks County

American Credit Counseling Institute  
300 North Pottstown Pike Suite 210  
Exton, PA 19341  
888-212-6741  
\* Berks, Bucks, Montgomery

Indiana Co. Community Action Program  
827 Water Street Box 187  
Indiana, PA 15701  
(724) 465-2657  
\* Armstrong, Cambria, Clearfield, Indiana, Jefferson  
\* Westmoreland

New Life Commun Housing Devel Corp  
712 Hawkins Avenue  
Braddock, PA 15104  
412-351-4077  
\* Allegheny, Washington, Westmoreland

Community Action Southwest  
150 West Beau Street Suite 304  
Washington, PA 15301  
(724) 225-9550  
\* Washington

FOB CDC  
1201 West Olney Avenue  
Philadelphia, PA 19141  
215-549-8755  
\* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency  
2275 Swallow Hill road Bldg 200  
Pittsburgh, PA 15220  
(412) 429-2842  
\* Allegheny

CCCS of Western PA  
4402 Peach Street  
Erie, PA 16509  
1-888-511-2227 ext 108 \* Erie County

American Financial Counseling Svcs, Inc.  
175 Strafford Avenue, Suite One  
Wayne, PA 19087  
800-490-3039 \* Delaware County

CCCS of Western PA  
917A Logan Blvd: Royal/Remax Plaza  
Altoona, PA 16602  
888-511-2227  
\* Cameron

The Trehab Center of Northeastern PA  
The Enterprise Center  
703 S. Elmer Avenue  
Sayre, PA 18840  
(570) 888-0412  
\* Bradford

Bucks County Housing Group  
470 Old Dublin Pike  
Doylestown, PA 18901  
866-866-0280

The Trehab Center of Northeastern PA  
144 E. East Avenue  
Wellsboro, PA 16901  
(570) 724-5252 \* Tioga County

\* Indicates Counties Serviced

APM 2147 North Sixth Street Philadelphia, PA 19122 (215) 235-6788 * Chester, Delaware, Philadelphia	CCCS of Delaware Valley Catholic Social Services Building 7340 Jackson Street Philadelphia, PA 19136 (215) 563-5665 * Bucks, Philadelphia	Lycom-Clintn Co Comm fo Comm Action 2138 Lincoln Street PO Box 3568 Williamsport, PA 17703 (570) 326-0587 * Centre, Clinton, Lycoming, Union
Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 * Chester, Delaware, Philadelphia	Comm. Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 * Philadelphia	Center for Family Services, Inc. 213 Center Street Meadville, PA 16335 (814) 337-8450 * Crawford, Venango
CCCS of Delaware Valley One Cherry Hill Suite 215 Cherry Hill, PA 08002 (215) 563-5665 * Philadelphia	Diversified Community Service Dixon House 1920 South 20th Street Philadelphia, PA 19145 215-336-3511 * Bucks, Chester, Delaware, Philadelphia	American Red Cross-Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 * Adams, Franklin, York
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh, PA 15222 (412) 227-4802 * Allegheny	Adams County Interfaith Housing Authority 40 E. High St Gettysburg, PA 17325 (717) 334-1518 * Adams, Cumberland, Franklin, York	Armstrong Co Community Action Agency 124 Armsdale Road Suite 211 Kittanning, PA 16201 (724) 548-3405 * Armstrong
CCCS of Western PA, Inc. Colonial Shopping Center 970 S. George St York, PA 17403 888-511-227 * Franklin, Fulton, Lancaster, York	Acom Housing of Pittsburgh 5907 Penn Avenue Suite 300 Pittsburgh, PA 15206 412-441-7240 * Allegheny	CCCS of Western PA, Inc. 971 Third Street Beaver, PA 15009 888-511-2227 * Beaver
Housing Council of York 35 South Duke Street York, PA 17401 (717) 854-1541 * York	CCCS of Western PA, Inc. River Park Commons 2403 Sidney Street, Suite 400 Pittsburgh, PA 15203 888-511-2227 * Allegheny	Housing Opportunities of Beaver County 650 Corporation St. Suite 207 Beaver, PA 15009 (724) 728-7511 * Beaver, Lawrence
American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 (610) 874-1484 * Chester, Delaware	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665 * Delaware	CCCS of Delaware Valley 790 E. Market St. Suite 170 Marshall Bldg West Chester, PA 19382 (215) 563-5665 * Chester, Delaware
CCCS of Western Pennsylvania 312 Chestnut Street Suite 227 Meadville, PA 16335 888-511-2227 * Lawrence	PHFA 211 North Front Street Harrisburg, PA 17110 800-342-2397 * Cumberland, Dauphin	The Trehab Center of Northeastern PA 232 Sunrise Avenue Suite A1 Honesdale, PA 18431 (570) 253-8941 * Wayne
Bucks County Housing Group 515 West End Boulevard Quakertown, PA 18951 866-866-0280 * Bucks	Bucks County Housing Group, Inc 2324 Second Street Pike Suite 17 Wrightstown, PA 18940 866-866-0280 * Bucks	Bucks County Housing Group 200 West Bridge Street Morrisville, PA 19067 866-866-0280 * Bucks
CCCS of Delaware Valley Catholic Social Services Building 607 West Street Road Warminster, PA 18974 (215) 563-5665 * Bucks	The Trehab Center of Northeastern PA 115 SR 92S Tunkhannock, PA 18657 (570) 836-6840 * Wyoming	American Credit Counseling Institute 21 South Church Street West Chester, PA 19380 1-888-212-6741 * Chester
American Credit Counseling Institute 937 North Hanover Street Pottstown, PA 19460 888-212-6741 * Berks County		

\* Indicates Counties Serviced

Housing Assoc. of Delaware Valley 1500 Walnut Street Suite 601 Philadelphia, PA 19102 (215) 545-6010 * Philadelphia	Urban League of Philadelphia Tenn Penn Ctr - 1801 Market St. Suite 250 Philadelphia, PA 19103 (215) 561-6070 * Bucks, Delaware, Philadelphia	Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17094 * Snyder
Housing Partnership of Chester County 41 West Lancaster Ave Downington, PA 19335 610-518-1522 * Chester, Delaware, Montgomery	Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 * Crawford, Erie, Warren	CCCS of Western PA 219-A College Park Plaza Johnstown, PA 15904 888-511-2227 * Cambria, Clearfield, Indiana, Somerset
Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 * Bucks, Chester, Delaware, Montgomery * Philadelphia	Greater Erie Commun. Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 * Crawford, Erie, Warren, Venango	CCCS of Western PA, Inc. 1 North Gate Square #2 Garden Center Dr Greensburg, PA 15601 888-511-2227 * Somerset, Westmoreland, Washington * Fayette, Greene, Indiana
Philadelphia Council for Commun. Action 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 * Chester, Delaware, Montgomery, Philadelphia	St. Martin Center 1701 Parade Street Erie, PA 16503 (814) 452-6113 * Crawford, Erie, Warren, Venango	Center for Community Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 * Somerset, Blair, Bedford, Cambria * Fulton, Huntingdon
American Financial Counseling Services 1 Abington Plaza, Suite 403 Old York Road and Township Line Jenkintown, PA 19046 800-490-3039 * Delaware, Montgomery	Warren-Forest Counties Economic Opportunity Council 1209 Pennsylvania Ave, West P.O. Box 547 Warren, PA 16365 (814) 726-2400 * Forest, Warren	CCCS of Western PA 4402 Peach Street Erie, PA 16509 1-888-511-2227 ext 108 * Crawford, Warren
American Financial Counseling Services, Inc. 175 Strafford Avenue, Suite One Wayne, PA 19087 800-490-3039 * Bucks, Chester, Delaware, Montgomery * Philadelphia	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 1-800-220-2733 * Berks, Bucks, Carbon, Lancaster, Lehigh * Northhampton, Schuylkill	Huntington Co Housing Svcs. Weatherization Inc. 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343 * Perry
CCCS of Delaware Valley 1777 Sentry Parkway West Blue Bell, PA 19422 (215) 563-5665 * Montgomery	Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 * Berks, Chester, Schuylkill	Loveship, Inc. 2320 North 5th Street Harrisburg, PA 17110 (717) 232-2207 * Cumberland, Dauphin, Perry
CCCS of Delaware Valley 1515 Market Street Suite 1325 Philadelphia, PA 19107 (215) 563-5665 * Bucks, Delaware, Montgomery, Philadelphia	Comm. on Econ Opportunity of Luzerne 163 Amber Lane Wilkes-Barre, PA 18702 (570) 826-0510 OR 1-800-822-0359 * Carbon, Luzerne, Schuylkill, Wyoming	Maranatha 43 Philadelphia Avenue Waynesboro, PA 17268 (717) 762-3285 * Adams, Cumberland, Franklin, Fulton, Perry
Chester Community Improvement Project 412 Avenue of the States PO Box 541 Chester, PA 19016 * Chester, Delaware, Montgomery, Philadelphia	Schuylkill Community Action 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 * Berks, Carbon, Lebanon, Lehigh, Luzerne * Northhampton, Schuylkill	Fayette Co. Community Action Agency Inc 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO * Fayette, Somerset
Community Action Agency of Delaware County 2nd and Orange Streets Media, PA 19063 610-891-5101 * Chester, Delaware, Montgomery	CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 888-511-2227 * Adams, Cumberland, Dauphin, Franklin * Perry, Snyder, York	The Trehab Center of Northeastern PA 144 E. East Avenue Wellsboro, PA 16901 (570) 724-5252 * Susequehanna

**EXHIBIT "D"**

**Gerry Potter**

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**From:** "Melissa Grguras" <[mgurguras@grenenbirsic.com](mailto:mgurguras@grenenbirsic.com)>  
**To:** "Gerry Potter" <[gpotter@grenenbirsic.com](mailto:gpotter@grenenbirsic.com)>  
**Sent:** Friday, November 10, 2006 7:43 AM  
**Subject:** Fw: U.S. Postal Service Track & Confirm email Restoration - 7104 5400 2100 1181 0931

see message below

----- Original Message -----

**From:** U.S. Postal Service  
**To:** [mgurguras@grenenbirsic.com](mailto:mgurguras@grenenbirsic.com)  
**Sent:** Thursday, November 09, 2006 9:04 PM  
**Subject:** U.S. Postal Service Track & Confirm email Restoration - 7104 5400 2100 1181 0931

This is a post-only message. Please do not respond.

Melissa Grguras has requested that you receive this restoration information for Track & Confirm as listed below.

Current Track & Confirm e-mail information provided by the U.S. Postal Service.

Label Number: 7104 5400 2100 1181 0931

Service Type: Certified

Shipment Activity	Location	Date & Time
Delivered	IRVING TX 75014	02/28/06 10:19am
Unclaimed	MORRISDALE PA 16858	02/23/06 9:21am
Notice Left	MORRISDALE PA 16858	02/17/06 11:38am
Notice Left	MORRISDALE PA 16858	02/06/06 10:09am

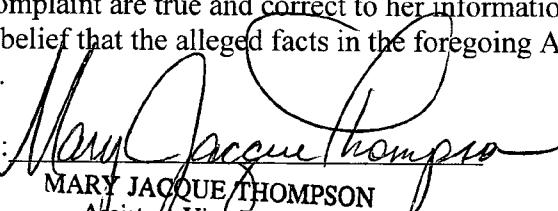
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USPS has not verified the validity of any email addresses submitted via its online Track & Confirm tool.

For more information, or if you have additional questions on Track & Confirm services and features, please visit the Frequently Asked Questions (FAQs) section of our Track & Confirm site at  
<http://www.usps.com/shipping/trackandconfirmfaqs.htm>

## VERIFICATION

The undersigned and duly authorized representative of Plaintiff, LASALLE BANK, NATIONAL ASSOCIATION ("ASSIGNEE") FORMERLY KNOWN AS LASALLE NATIONAL BANK, IN IT CAPACITY AS INDENTURE TRUSTEE UNDER THAT CERTAIN SALE AND SERVICING AGREEMENT DATED OCTOBER 1, 2000, AMONG AFC TRUST SERIES 2000-3, AS ISSUER, SUPERIOR BANK, FSB, deposes and says subject to the penalties of 18 Pa C.S.A. § 4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Amended Complaint are true and correct to her information and belief and that she possesses knowledge or belief that the alleged facts in the foregoing Amended Complaint are accurate and are permissible.

Name: 

MARY JACQUE THOMPSON

Title: Assistant Vice President

Company: EMC MORTGAGE CORP. Authorized Representative

Date: 11/29/06

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Civil Action - Amended Complaint in Mortgage Foreclosure was served upon the following this 13<sup>th</sup> day of December, 2006 via Federal Express overnight mail:

Katherine M. Forcey, Esquire  
MidPenn Legal Services  
211 East Locust Street  
Clearfield, PA 16830

BY: MARY D. GRENNEN  
GRENEN & BIRSIC, P.C.  
Kristine M. Athou, Esquire  
Mary D. Grenen, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

LOAN ID: 0803295518

ALMY FORM 3039 9/90 (page 5 of 9 pages)

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. 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.

If Lender exercises this option, 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

LOAN ID: 0803295518

ALMZ FORM 3039 9/90 (page 6 of 9 pages)

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

LOAN ID: 0803295518

ALNA FORM 3039 9/90 (page 7 of 9 pages)

*[Signature]*

[Check applicable box(es)]

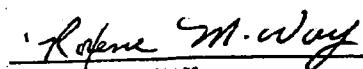
<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input checked="" type="checkbox"/> Other(s) [specify] ADDENDUM(S)		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:



---



(Seal)

ROXENE M. WAY

Borrower

(Seal)

Borrower

---

(Seal)

Borrower

(Seal)

Borrower

---

(Seal)

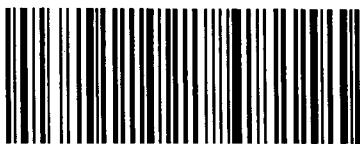
Borrower

(Seal)

Borrower

**EXHIBIT "C"**

February 2, 2006



7104 5400 2100 1181 0931



0 0 0 1 9 8 8 5 8  
Roxene M Way  
Po Box 176 Church St  
Morrisdale, PA 16858

## **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 foreclosure. Specific information about the nature of the default is provided in the attached pages.

### **IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR**

The Homeowners' Emergency 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, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the counseling agency.

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

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

La Notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificacion obtenga una traduccion inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:  
PROPERTY ADDRESS:

Roxene M Way  
Church St Po Box 176  
Morrisdale, PA 16858

LOAN ACCOUNT NUMBER:  
CURRENT SERVICER

0007474331  
EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 Church St Po Box 176 Morrisdale, PA 16858 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 12/01/2005:	\$1,436.10
(b) Late charge(s) :	\$25.04
(c) Other charge(s): NSF and Advances	\$0.00
(d) Less: Credit Balance	\$372.00
(e) Total amount required as of 02/01/2006:	\$1,089.14

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

**HOW TO CURE THE DEFAULT** - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$1,089.14, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) days of this letter date, 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 amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

#### **HOW TO CONTACT THE LENDER**

Name of Lender:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

**EFFECT OF SHERIFF'S SALE** - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** - You may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorneys' 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 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. (However, you are not entitled to this right more than three times in a 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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102007  
NO: 06-1642-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: LASALLE BANK NATIONAL ASSOCIATION  
vs.  
DEFENDANT: ROXENE M. WAY

SHERIFF RETURN

NOW, October 17, 2006 AT 2:37 PM SERVED THE WITHIN COMPLAINT ON ROXENE M. WAY DEFENDANT AT 72 CHURCH ST., MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROXENE M. WAY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED

JAN 19 2007

o 13101  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GRENEN	112605	10.00
SHERIFF HAWKINS	GRENEN	112605	29.57

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
Sgt. Marlyn Harker*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

LASALLE BANK NATIONAL  
ASSOCIATION, AS TRUSTEE  
("ASSIGNEE"), FORMERLY KNOWN AS  
LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED  
OCTOBER 1, 2000 AMONG AFC TRUST  
SERIES 2000-3, AS ISSUER, SUPERIOR  
BANK FSB,

Plaintiff,

vs.

ROXENE M. WAY,

Defendant.

CIVIL DIVISION

NO.: 06-1642-CD

TYPE OF PLEADING

PRAECIPE TO SETTLE AND  
DISCONTINUE WITHOUT  
PREJUDICE

FILED ON BEHALF  
OF PLAINTIFF: LaSalle  
Bank, et al.

COUNSEL OF RECORD  
FOR THIS PARTY:

Daniel J. Birsic, Esquire  
Pa. I.D. # Pa. I.D.#48450

Joseph A. Fidler, Esquire  
Pa. I.D. #87325

Kristine M. Anthou, Esquire  
Pa. I.D. #77991

GRENEN & BIRSIK, P.C.  
One Gateway Center  
Ninth Floor  
Pittsburgh, PA 15222  
(412) 281-7650

FILED NO CC  
m/11:00 AM 1 cert of disc  
AUG 15 2007 issued to  
Atty Birsic  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts COPY to  
c/a

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY PENNSYLVANIA

LASALLE BANK NATIONAL  
ASSOCIATION, AS TRUSTEE  
("ASSIGNEE"), FORMERLY KNOWN AS  
LASALLE NATIONAL BANK, IN ITS  
CAPACITY AS INDENTURE TRUSTEE  
UNDER THAT CERTAIN SALE AND  
SERVICING AGREEMENT DATED  
OCTOBER 1, 2000 AMONG AFC TRUST  
SERIES 2000-3, AS ISSUER, SUPERIOR  
BANK FSB,

CIVIL DIVISION

NO.: 06-1642-CD

Plaintiff,

vs.

ROXENE M. WAY,

Defendant.

**PRAECIPE TO SETTLE AND DISCONTINUE**  
**WITHOUT PREJUDICE**

TO: PROTHONOTARY

SIR:

Kindly settle and discontinue without prejudice the above-captioned matter entered on October 6, 2006 and mark the docket accordingly.

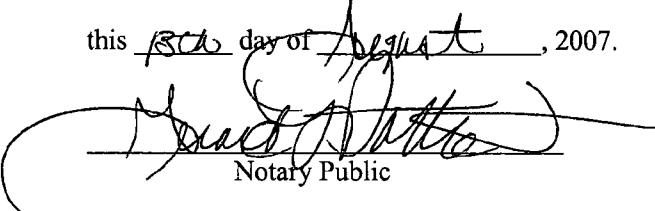
GRENEN & BIRSIĆ, P.C.

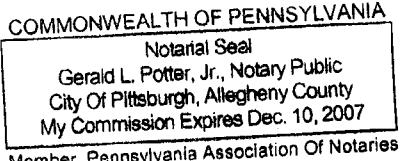
BY:

  
\_\_\_\_\_  
Daniel J. Birsic, Esquire  
Joseph A. Fidler, Esquire  
Kristine M. Anthou, Esquire  
Attorneys for Plaintiff

Sworn to and subscribed before me

this 10th day of August, 2007.

  
Notary Public



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

## CIVIL DIVISION

## **LaSalle Bank National Association LaSalle National Bank**

VS. No. 2006-01642-CD  
**Roxene M. Way**

## **CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 15, 2007, marked:

Settled and discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by Kristine M. Anthou Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of August A.D. 2007.

William A. Shaw cm