



# GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

*Plaintiff*

vs.

JOHN CAROLUS

NICOLE CAROLUS

**Mortgagors and Real Owners**

11 E Weber Avenue

Du Bois, PA 15801

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term *06-1992-CD*

No.

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

## NOTICE

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

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

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

### KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

**FILED** *Any pd. 85.00*  
*11-18-07*  
**NOV 30 2006** *ICC Shff*

William A. Shaw  
Prothonotary/Clerk of Courts

### PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

*Jan-10-2007* Document

Reinstated/Reissued to Sheriff/Attorney  
for service.

*Will A. Shaw*  
Deputy Prothonotary

*March 14, 2007* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*Will A. Shaw*  
Deputy Prothonotary

## A V I S O

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

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

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

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

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

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

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

Resources available for Homeowners in Foreclosure

### **ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Judy at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of OSB-0012.

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

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

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is OHIO SAVINGS BANK, 1111 Chester Avenue, Cleveland, OH 44114.
2. The names and addresses of the Defendants are JOHN CAROLUS, 11 E Weber Avenue, Du Bois, PA 15801 and NICOLE CAROLUS, 11 E Weber Avenue, Du Bois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On March 10, 2006 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to OHIO SAVINGS BANK, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200603873.. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for June 01, 2006 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$23,982.62
Interest from 05/01/2006 through 11/30/2006 at 7.6250%.....	\$1,072.13
Per Diem interest rate at \$5.01	
Reasonable Attorney's Fee .....	\$2,000.00
Late Charges from 06/01/2006 to 11/30/2006 .....	\$42.45
Costs of suit and Title Search .....	\$900.00
PMI .....	\$83.60
Escrow Advance .....	\$716.78
Fees .....	\$54.60
	<hr/>
	<b>\$28,852.18</b>

7. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$28,852.18, together with interest at the rate of \$5.01, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: \_\_\_\_\_

  
**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 11.29.06



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Gail Datlenko  
OHIO SAVINGS BANK

# *Exhibit A*

**EXHIBIT A**

ALL that certain lot or piece of land situate, lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of East Weber Avenue and an alley; thence along line of said alley, North  $55^{\circ} 30'$  East, 50 feet to a corner of land now or formerly of Floryan F. Godek; thence along line of land said Floryan F. Godek, North  $34^{\circ} 30'$  West, 50 feet to line of land now or formerly of Naomi and Harry C. Bantley; thence along line now or formerly of said Naomi and Harry C. Bantley, South  $55^{\circ} 30'$  West, 50 feet to East Weber Avenue; thence along said East Weber Avenue, South  $34^{\circ} 30'$  East, 50 feet to a point at the place of beginning.

BEING known and designated as Tax Parcel I.D. No. 7.2-001-000-00274.



# *Exhibit B*

Date: 08/31/06

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S): John Carolus

PROPERTY ADDRESS: 11 East Weber Ave  
Dubois PA 15801

LOAN ACCOUNT NO: 6417849

ORIGINAL LENDER: Ohio Savings Bank

CURRENT LENDER/SERVICER: Ohio Savings Bank

## **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**—The MORTGAGE debt held by the above lender on your property located at: 11 East Wener Avenue DuBois PA 15801

IS SERIOUSLY IN DEFAULT because:

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

6/1/06 \$407.54  
7/1/06 \$407.54  
8/1/06 \$407.54

Other Charges:

\$42.87--late fees

**TOTAL AMOUNT PAST:**

**\$1265.49**

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

**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1265.49, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made by either cash, cashier's check, certified check or money order made payable and sent to OHIO SAVINGS BANK.**

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

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be **approximately SIX (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	<b>OHIO SAVINGS BANK</b>
<b><u>Address:</u></b>	<b>1801 EAST NINTH ST, CLEVELAND, OHIO 44114</b>
<b><u>Phone Number:</u></b>	<b>(800) 860-2025 extension 8917</b>
<b><u>Fax number:</u></b>	<b>(216) 588-2060</b>
<b><u>Contact Person:</u></b>	<b>Mortgage Collections</b>

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

See enclosed list

**ACT 91 NOTICE**  
**DATE OF NOTICE: October 25, 2006**  
**TAKE ACTION TO SAVE YOUR**  
**HOME FROM FORECLOSURE**

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

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

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

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

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

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

La notificación en adjunto 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 a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734

Date: **October 25, 2006**

TO: NICOLE CAROLUS

Homeowners Name: **JOHN CAROLUS and NICOLE CAROLUS**

Property Address: **11 E Weber Avenue, Du Bois, PA 15801**

Loan Account No.: **6417849**

Original Lender: **OHIO SAVINGS BANK**

Current Lender/Service: **OHIO SAVINGS BANK**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

**IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE  
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**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR  
CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR  
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**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE  
PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
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DATE.**

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

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

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

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

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**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: 11 E Weber Avenue, Du Bois, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 06/01/2006 thru 10/25/2006  
(5 mos. at \$407.54/month) \$2,037.70
- (b) Late charges from 06/01/2006 thru 10/25/2006 \$42.45
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,080.15

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 2,080.15**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** OHIO SAVINGS BANK

**Address:** 1111 Chester Avenue  
Cleveland, OH 44114

**Phone Number:** 216-588-4434

**Fax Number:** 216-588-2060

**Contact Person:** Gail Datlenko

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Gail Datlenko

Phone Number: 216-588-4434

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

GOLDBECK McCAFFERTY &  
McKEEVER

BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

---

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

Plaintiff

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
11 E Weber Avenue  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW


ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 06-1992-CD

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



By Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

FILED

JAN 10 2007

W/ 11:30

William A. Shaw  
Prothonotary/Clerk of Courts

1 SENT TO ATT  
2 REINSTATE COMPLAINT  
TO SH

**GOLDBECK McCAFFERTY & McKEEVER**

A Professional Corporation

BY: David Fein, Esquire

Attorney I.D.#82628

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

OHIO SAVINGS BANK

*Plaintiff*

vs.

JOHN CAROLUS and NICOLE CAROLUS

*Defendants*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 06-1992-CD

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2007, upon consideration of the Motion to Compel Sheriff to Process Return of Service of plaintiff, Ohio Savings Bank ("Plaintiff"), and any response thereto, it is hereby

ORDERED and DECREED that the Sheriff of Clearfield County shall (i) file the return of service with the Prothonotary, and (ii) send a copy of the return of service to Plaintiff's counsel within ten (10) days of the date of this Order; and, it is further

ORDERED and DECREED that if the Sheriff fails to comply with this Order, then the Sheriff shall tender \$1,000.00 to Plaintiff as damages.

**BY THE COURT:**

\_\_\_\_\_  
J.

**GOLDBECK McCAFFERTY & McKEEVER**

A Professional Corporation

BY: David Fein, Esquire

Attorney I.D.#82628

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

OHIO SAVINGS BANK

**FILED**

FEB 15 2007

William A. Shaw  
Prothonotary/Clerk of Courts

1 cert to App

*Plaintiff*

vs.

JOHN CAROLUS and NICOLE CAROLUS

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

No. 06-1992-CD

**MOTION TO COMPEL SHERIFF TO PROCESS RETURN OF SERVICE**

Plaintiff, Ohio Savings Bank ("Plaintiff"), by and through its attorneys, Goldbeck McCafferty & McKeever, moves this Honorable Court for an Order to Compel the Sheriff of Clearfield County to process the return of service:

1. On November 30, 2006, Plaintiff filed its Complaint in Mortgage Foreclosure.
2. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon defendants, John Carolus and Nicole Carolus ("Defendants").
3. To the best of Plaintiff's knowledge, the Sheriff attempted service of the complaint.
4. Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added).
5. Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made.



6. It has been over two (2) months, yet the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff.

7. The Sheriff is not in compliance with Rule 405.

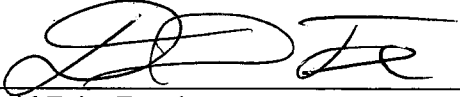
8. The Sheriff's delay has caused prejudice to Plaintiff, as Plaintiff has been unable to continue with this lawsuit.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order (i) compelling the Sheriff to process the return of service, and (ii) assessing damages if the Sheriff fails to process the return of service.

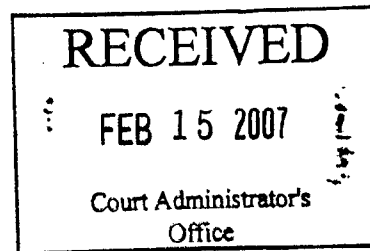
Respectfully submitted,

GOLDBECK McCAFFERTY & McKEEVER

By:

  
\_\_\_\_\_  
David Fein, Esquire  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & McKEEVER**  
A Professional Corporation  
BY: David Fein, Esquire  
Attorney I.D.#82628  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff  
OHIO SAVINGS BANK



*Plaintiff*  
vs.  
JOHN CAROLUS and NICOLE CAROLUS  
*Defendants*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 06-1992-CD

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION TO  
COMPEL SHERIFF TO PROCESS RETURN OF SERVICE**

**I. FACTS**

On November 30, 2006, Plaintiff filed its Complaint in Mortgage Foreclosure. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon Defendants. To the best of Plaintiff's knowledge, the Sheriff attempted service of the complaint.

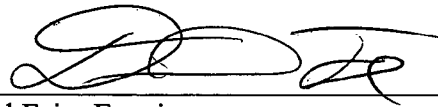
**II. ARGUMENT**

Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added). Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made. It has been over two (2) months, yet the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff. The Sheriff is not in compliance with Rule 405.

### **III. CONCLUSION**

The Sheriff's delay has caused prejudice to Plaintiff, as Plaintiff has been unable to continue with this lawsuit. Plaintiff therefore requests that this Honorable Court enter an Order (i) compelling the Sheriff to process the return of service, and (ii) assessing damages if the Sheriff fails to process the return of service.

Respectfully submitted,

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

David Fein, Esquire  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & McKEEVER**

A Professional Corporation

BY: David Fein, Esquire

Attorney I.D.#82628

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

OHIO SAVINGS BANK

*Plaintiff*

vs.

JOHN CAROLUS and NICOLE CAROLUS

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY


No. 06-1992-CD

**VERIFICATION**

David Fein, Esquire, hereby states that he is the attorney for Plaintiff herein, and that all of the facts set forth within the attached Motion are true and correct to the best of his knowledge, information and belief. The undersigned understands that the foregoing statements are made subject to the penalties of 18 P.S. Section 4904.

**GOLDBECK McCAFFERTY & McKEEVER**

By:

  
\_\_\_\_\_  
David Fein, Esquire  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & McKEEVER**

A Professional Corporation

BY: David Fein, Esquire

Attorney I.D.#82628

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

OHIO SAVINGS BANK

*Plaintiff*

vs.

JOHN CAROLUS and NICOLE CAROLUS

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

No. 06-1992-CD


**CERTIFICATE OF SERVICE**

David Fein, Esquire, hereby certifies that on 2/14/07 he did serve true and correct copies of the within Motion by first class mail, postage pre-paid upon the following:

John Carolus and Nicole Carolus  
11 East Weber Avenue  
Du Bois, PA 15801

Chester A. Hawkins  
Sheriff of Clearfield County  
230 East Market Street  
Clearfield, PA 16830

**GOLDBECK McCAFFERTY & McKEEVER**

  
\_\_\_\_\_  
David Fein, Esquire  
Attorney for Plaintiff

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

OHIO SAVINGS BANK  
Plaintiff

vs.

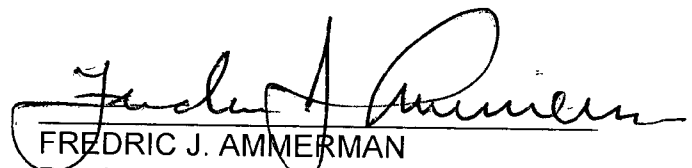
JOHN CAROLUS and NICOLE CAROLUS,  
Defendants

NO. 06-1992-CD

ORDER

NOW, this 16<sup>th</sup> day of February, 2007, the Court noting the difficulties caused relative no Sheriff's Return having yet been filed with the Prothonotary, and in consideration of Pa. R.C.P. 405 (a) and the Plaintiff's Motion to Compel Sheriff to Prosess Return of Service, it is the ORDER of this Court that the Sheriff cause a Return of Service to be filed with the Prothonotary by no later than 3:30 p.m. on Tuesday, February 20, 2007. The Prothonotary shall notify the Court as to the filing of the return.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED** acc Atty  
09:55 am Goldback  
FEB 16 2007

1cc to Doris in  
Judge Ammerman's  
William A. Shaw  
Prothonotary/Clerk of Courts Office to serve  
Shiff

(GR)

DATE: 2-16-2007

X 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:

**FILED**

**FEB 16 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102198  
NO: 06-1992-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: OHIO SAVINGS BANK  
vs.  
DEFENDANT: JOHN CAROLUS and NICOLE CAROLUS

SHERIFF RETURN

NOW, December 11, 2006 AT 12:40 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN CAROLUS DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN CAROLUS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: SNYDER /

FILED  
013:3034  
FEB 16 2007  
(107)

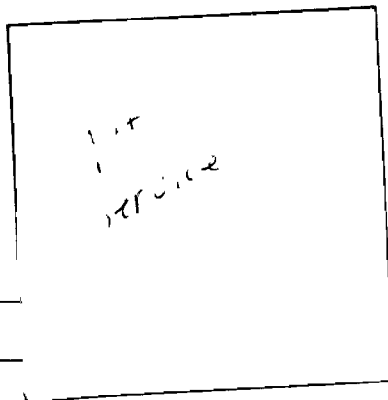
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	277653	10.00
SHERIFF HAWKINS	GOLDBECK	277653	35.91

Sworn to Before Me This

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

\_\_\_\_\_



So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*

Chester A. Hawkins  
Sheriff



**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket # **102328**

OHIO SAVINGS BANK

Case # 06-1992-CD

vs.

JOHN CAROLUS and NICOLE CAROLUS

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 16, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO NICOLE CAROLUS, DEFENDANT. MOVED OUT OF STATE, NO ADDRESS.

SERVED BY: /

**FILED**  
01313061  
FEB 16 2007  
(5)

William A. Shaw  
Prothonotary/Clerk of Courts

**Return Costs**

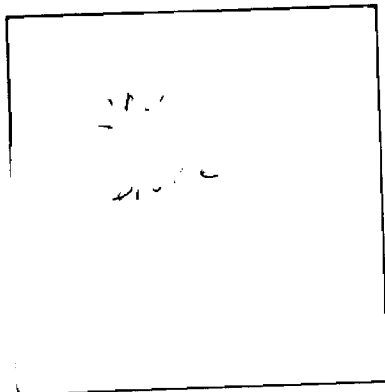
PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	281291	10.00
SHERIFF HAWKINS	GOLDBECK	281291	23.43

Sworn to Before me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff



**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MILLER INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

*Plaintiff*

vs.

JOHN CAROLUS

NICOLE CAROLUS

**Mortgagors and Real Owners**

11 E Weber Avenue

Du Bois, PA 15801

*Defendants*

**I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term *06-1992-CD*

No.

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

**NOTICE**

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

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

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

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

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

**FILED**

NOV 30 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**JAN 10 2007**

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

Attest.

*William A. Shaw*  
Prothonotary  
Clerk of Courts

*Jan. 10, 2007* Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw*  
Deputy Prothonotary

**AVISO**

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

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

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

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

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.

2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.

3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.

4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.

5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Judy at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of OSB-0012.

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

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

## COMPLAINT IN MORTGAGE FORECLOSURE

**ATTORNEY  
COPY**

**I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**

1. Plaintiff is OHIO SAVINGS BANK, 1111 Chester Avenue, Cliveland, Ohio 44115.
2. The names and addresses of the Defendants are JOHN CAROLUS, 1111 Weber Avenue, Du Bois, PA 15801 and NICOLE CAROLUS, 1111 Weber Avenue, Du Bois, PA 15801, who are the mortgagors and real owners of the mortgage premises hereinafter described.
3. On March 10, 2006 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to OHIO SAVINGS BANK, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200603873.. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for June 01, 2006 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$23,982.62
Interest from 05/01/2006 through 11/30/2006 at 7.6250%.....	\$1,072.13
Per Diem interest rate at \$5.01	
Reasonable Attorney's Fee .....	\$2,000.00
Late Charges from 06/01/2006 to 11/30/2006 .....	\$42.45
Costs of suit and Title Search .....	\$900.00
PMI .....	\$83.60
Escrow Advance .....	\$716.78
Fees .....	\$54.60
	<u>\$28,852.18</u>

7. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$28,852.18, together with interest at the rate of \$5.01, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: \_\_\_\_\_

  
**GOLDBECK McCafferty & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: 11.29.06



---

Gail Datlenko  
OHIO SAVINGS BANK

# *Exhibit A*

**EXHIBIT A**

ALL that certain lot or piece of land situate, lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of East Weber Avenue and an alley; thence along line of said alley, North  $55^{\circ} 30'$  East, 50 feet to a corner of land now or formerly of Floryan F. Godek; thence along line of land said Floryan F. Godek, North  $34^{\circ} 30'$  West, 50 feet to line of land now or formerly of Naomi and Harry C. Bantley; thence along line now or formerly of said Naomi and Harry C. Bantley, South  $55^{\circ} 30'$  West, 50 feet to East Weber Avenue; thence along said East Weber Avenue, South  $34^{\circ} 30'$  East, 50 feet to a point at the place of beginning.

BEING known and designated as Tax Parcel I.D. No. 7.2-001-000-00274.



# *Exhibit B*

Date: 08/31/06

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S): John Carolus

PROPERTY ADDRESS: 11 East Weber Ave  
Dubois PA 15801

LOAN ACCOUNT NO: 6417849

ORIGINAL LENDER: Ohio Savings Bank

CURRENT LENDER/SERVICER: Ohio Savings Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**—The MORTGAGE debt held by the above lender on your property located at: 11 East Wener Avenue DuBois PA 15801

IS SERIOUSLY IN DEFAULT because:

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

6/1/06 \$407.54

7/1/06 \$407.54

8/1/06 \$407.54

Other Charges:

\$42.87--late fees

**TOTAL AMOUNT PAST:**

**\$1265.49**

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

**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1265.49, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made by either cash, cashier's check, certified check or money order made payable and sent to OHIO SAVINGS BANK.**

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

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be **approximately SIX (6) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	<b>OHIO SAVINGS BANK</b>
<b><u>Address:</u></b>	<b>1801 EAST NINTH ST, CLEVELAND, OHIO 44114</b>
<b><u>Phone Number:</u></b>	<b>(800) 860-2025 extension 8917</b>
<b><u>Fax number:</u></b>	<b>(216) 588-2060</b>
<b><u>Contact Person:</u></b>	<b>Mortgage Collections</b>

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

See enclosed list

**ACT 91 NOTICE**  
**DATE OF NOTICE: October 25, 2006**  
**TAKE ACTION TO SAVE YOUR**  
**HOME FROM FORECLOSURE**

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

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

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

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

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

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

La notificación en adjunto 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 a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734

Date: **October 25, 2006**

TO: **NICOLE CAROLUS**

Homeowners Name: **JOHN CAROLUS and NICOLE CAROLUS**

Property Address: **11 E Weber Avenue, Du Bois, PA 15801**

Loan Account No.: **6417849**

Original Lender: **OHIO SAVINGS BANK**

Current Lender/Servicer: **OHIO SAVINGS BANK**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

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



forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: 11 E Weber Avenue, Du Bois, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 06/01/2006 thru 10/25/2006  
(5 mos. at \$407.54/month) \$2,037.70
- (b) Late charges from 06/01/2006 thru 10/25/2006 \$42.45
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,080.15

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 2,080.15**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** OHIO SAVINGS BANK

**Address:** 1111 Chester Avenue  
Cleveland, OH 44114

**Phone Number:** 216-588-4434

**Fax Number:** 216-588-2060

**Contact Person:** Gail Datlenko

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Gail Datlenko  
Phone Number: 216-588-4434

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MIFLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

*Plaintiff*

vs.

JOHN CAROLUS

NICOLE CAROLUS

**Mortgagors and Real Owners**

11 E Weber Avenue

Du Bois, PA 15801

*Defendants*

**COPY**

**I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term No. *06-1992-CD*

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

**NOTICE**

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

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

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

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

**KEYSTONE LEGAL SERVICES**

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

**JAN 10 2007**

**FILED**

**NOV 30 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

**Attest.**

*[Signature]*  
Prothonotary

**PENNSYLVANIA BAR ASSOCIATION**

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

*Jan 10, 2007* Document  
Reinstated/Issued to Sheriff/Attorney  
for service.

*[Signature]*  
Deputy Prothonotary

**AVISO**

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

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

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

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

**KEYSTONE LEGAL SERVICES**

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

**PENNSYLVANIA BAR ASSOCIATION**

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Judy at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of OSB-0012.

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

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

## COMPLAINT IN MORTGAGE FORECLOSURE

- ATTORNEY COPY**
- HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED**
1. Plaintiff is OHIO SAVINGS BANK, 111 Chester Avenue, Cleveland, Ohio 44114.
  2. The names and addresses of the Defendants are JOHN CAROLUS, 111 Weber Avenue, Du Bois, PA 15801 and NICOLE CAROLUS, 111 Weber Avenue, Du Bois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
  3. On March 10, 2006 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to OHIO SAVINGS BANK, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200603873.. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
  4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
  5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for June 01, 2006 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
  6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$23,982.62
Interest from 05/01/2006 through 11/30/2006 at 7.6250%.....	\$1,072.13
Per Diem interest rate at \$5.01	
Reasonable Attorney's Fee .....	\$2,000.00
Late Charges from 06/01/2006 to 11/30/2006 .....	\$42.45
Costs of suit and Title Search .....	\$900.00
PMI .....	\$83.60
Escrow Advance .....	\$716.78
Fees .....	\$54.60
	<u>\$28,852.18</u>
  7. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
  8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.



WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$28,852.18, together with interest at the rate of \$5.01, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: \_\_\_\_\_

  
**GOLDBECK McCafferty & McKeever**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 11.29.06



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Gail Datlenko  
OHIO SAVINGS BANK

# *Exhibit A*

**EXHIBIT A**

ALL that certain lot or piece of land situate, lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of East Weber Avenue and an alley; thence along line of said alley, North  $55^{\circ} 30'$  East, 50 feet to a corner of land now or formerly of Floryan F. Godek; thence along line of land said Floryan F. Godek, North  $34^{\circ} 30'$  West, 50 feet to line of land now or formerly of Naomi and Harry C. Bantley; thence along line now or formerly of said Naomi and Harry C. Bantley, South  $55^{\circ} 30'$  West, 50 feet to East Weber Avenue; thence along said East Weber Avenue, South  $34^{\circ} 30'$  East, 50 feet to a point at the place of beginning.

BEING known and designated as Tax Parcel I.D. No. 7.2-001-000-00274.

# *Exhibit B*

Date: 08/31/06

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S): John Carolus

PROPERTY ADDRESS: 11 East Weber Ave  
Dubois PA 15801

LOAN ACCOUNT NO: 6417849

ORIGINAL LENDER: Ohio Savings Bank

CURRENT LENDER/SERVICER: Ohio Savings Bank

## **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**—The MORTGAGE debt held by the above lender on your property located at: 11 East Wener Avenue DuBois PA 15801

IS SERIOUSLY IN DEFAULT because:

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

6/1/06 \$407.54

7/1/06 \$407.54

8/1/06 \$407.54

Other Charges:

\$42.87--late fees

**TOTAL AMOUNT PAST:**

**\$1265.49**

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

**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1265.49, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made by either cash, cashier's check, certified check or money order made payable and sent to OHIO SAVINGS BANK.**

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

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



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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be **approximately SIX (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	<b>OHIO SAVINGS BANK</b>
<b><u>Address:</u></b>	<b>1801 EAST NINTH ST, CLEVELAND, OHIO 44114</b>
<b><u>Phone Number:</u></b>	<b>(800) 860-2025 extension 8917</b>
<b><u>Fax number:</u></b>	<b>(216) 588-2060</b>
<b><u>Contact Person:</u></b>	<b>Mortgage Collections</b>

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

See enclosed list

**ACT 91 NOTICE**  
**DATE OF NOTICE: October 25, 2006**  
**TAKE ACTION TO SAVE YOUR**  
**HOME FROM FORECLOSURE**

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

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

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

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

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

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

La notificación en adjunto 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 a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734

Date: **October 25, 2006**

TO: **NICOLE CAROLUS**

Homeowners Name: **JOHN CAROLUS and NICOLE CAROLUS**

Property Address: **11 E Weber Avenue, Du Bois, PA 15801**

Loan Account No.: **6417849**

Original Lender: **OHIO SAVINGS BANK**

Current Lender/Servicer: **OHIO SAVINGS BANK**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

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

forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: 11 E Weber Avenue, Du Bois, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 06/01/2006 thru 10/25/2006  
(5 mos. at \$407.54/month) \$2,037.70
- (b) Late charges from 06/01/2006 thru 10/25/2006 \$42.45
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,080.15

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 2,080.15**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** OHIO SAVINGS BANK

**Address:** 1111 Chester Avenue  
Cleveland, OH 44114

**Phone Number:** 216-588-4434

**Fax Number:** 216-588-2060

**Contact Person:** Gail Datlenko

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Gail Datlenko  
Phone Number: 216-588-4434



**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

**GOLDBECK McCAFFERTY & McKEEVER**

A Professional Corporation

**ATTORNEY FOR PLAINTIFF**

By: David Fein, Esquire

Attorney I.D. #: 82628

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

(215) 627-1322

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

Plaintiff

vs.

JOHN CAROLUS and NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS

of Clearfield County

No. 06-1992-CD

**AFFIDAVIT OF SERVICE**

I hereby certify that Court Order dated February 16, 2007 in the above captioned matter was served pursuant to Rule 440 by first class mail on the following parties on the date listed below:

JOHN CAROLUS

NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

SHERIFF OF CLEARFIELD COUNTY

Sheriff's Office

230 E. Market Street

Clearfield, PA 16830

**FILED**

**FEB 26 2007**

*M/12:05*

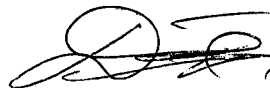
William A. Shaw (GR)  
Prothonotary/Clerk of Courts

*1 cert to Art*

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

**GOLDBECK McCAFFERTY & McKEEVER**

Date: 2/22/2007



David Fein, Esquire

Attorney for Plaintiff

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

vs.

JOHN CAROLUS and NICOLE CAROLUS  
11 E Weber Avenue  
Du Bois, PA 15801

IN THE COURT OF COMMON PLEAS  
  
OF Clearfield COUNTY

06-1992-CD

**ORDER**

AND NOW, this            day of            2007, upon consideration of the Plaintiff's Motion for Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to ascertain the present whereabouts of Defendant, Nicole Carolus, has been unsuccessful, it is,

ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Complaint in Mortgage Foreclosure upon Defendant, Nicole Carolus, by posting a copy of the Complaint upon the premises 11 E Weber Avenue, Du Bois, PA, 15801, and Plaintiff is directed to serve the Complaint by certified and regular mail to the Defendant's last known address at 11 E Weber Avenue, Du Bois, PA, 15801, and that all further service of legal papers, including but not limited to motions, petitions and rules be made by certified and regular mail to Defendant's last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, Nicole Carolus, by sending copies of same to Defendant's last known address by certified and regular mail and by posting the premises.

BY THE COURT:

\_\_\_\_\_  
J.

Distribution list:

Michael T. McKeever, Esquire, Suite 5000 – Mellon Independence Center, 701 Market Street,  
Philadelphia, PA 19106-1532

JOHN CAROLUS, 11 E Weber Avenue Du Bois, PA 15801

NICOLE CAROLUS, 11 E Weber Avenue Du Bois, PA 15801

**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

**FILED** No CC.

m/12:40 um

MAR 07 2007

William A. Shaw  
Prothonotary/Clerk of Courts

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

vs.

JOHN CAROLUS and NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-1992-CD

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

**MOTION FOR SUBSTITUTED SERVICE**  
**UNDER P.A.R.C.P. 430(a)**

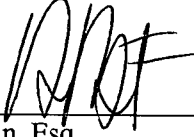
Plaintiff, by and through its attorney, David B. Fein, Esq., in support of its Motion for Substituted Service, represents as follows:

1. Plaintiff is the holder of a first mortgage upon the premises 11 E Weber Avenue, Du Bois, PA, 15801, hereinafter, the "mortgaged premises".
2. Defendants, JOHN CAROLUS and NICOLE CAROLUS, are the mortgagors and real owners of the mortgaged premises.
3. The last known address of Defendant, Nicole Carolus, is as set forth in Paragraph 2 of the Complaint.
4. The Sheriff has been unable to effect service of the Complaint upon Defendant, Nicole Carolus, at her property address, 11 E Weber Avenue, Du Bois, PA, 15801, after numerous attempts. The Defendant, Nicole Carolus, moved, per Sheriff. Mail is being delivered to the property address, per

Postmaster.

5. The following investigation was conducted in a good faith attempt to ascertain the whereabouts of Defendant, Nicole Carolus.

WHEREFORE, Plaintiff prays that the Court enter the attached order allowing Plaintiff to serve the Complaint upon Defendant, Nicole Carolus, by posting the premises and certified and regular mail to the Defendant's last known address.

BY:  \_\_\_\_\_  
David B. Fein, Esq.

## Affidavit of Good Faith Investigation

**Client provided information:**

File Number: OSB-0012

Attorney Firm: Goldbeck, McCafferty & McKeever

File Name: Carolus

Subject Name: Nicole Carolus

Property Address:

Street: 11 E. Weber Avenue

City: DuBois State: PA Zip: 15801

---

**Skip Results:**

Date of Birth: None Found

ProVest File Number: 147927

**Verified**

Dates: As of 01/20/2007

Street: 11 E. Weber Avenue

Phone:

City: DuBois State: PA Zip: 15801

**Death Records:** As of 01/20/2007, the Social Security Administration has no death record on file for Nicole Carolus.

**Social Security Number search completed.**

**Employment Search:** Unable to verify current employer.

**Creditor information:**

Creditors indicated the last reported address for Nicole Carolus as 11 E. Weber Avenue, DuBois, PA 15801

**Department of Motor Vehicle Records:**

The Pennsylvania Department of Motor Vehicles provided no change for Nicole Carolus from 11 E. Weber Avenue, DuBois, PA 15801

**Public Licenses (Pilot, Real Estate, etc):** Search performed provided no information.

**Voter Registration Information:**

The County Voters Registration Office has no listing for Nicole Carolus.

**National Postal Address Search:** Has no change for Nicole Carolus from 11 E. Weber Avenue, DuBois, PA 15801

**Comments:**

814-371-6873: Spoke with neighbor, George Sinfelt, verified current address as 11 E. Weber Avenue, DuBois, PA 15801

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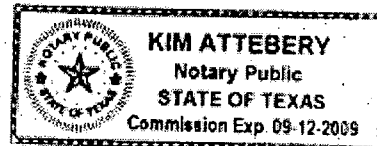
On 01/20/2007, I, Patti Garrett being duly sworn according to the law, deposes and says:  
I am employed by ProVest, LLC. I have conducted an investigation into the whereabouts of the above named subject. Above are the results of my investigation.

  
Affiant Name: Patti Garrett

Subscribed and sworn to before me.

  
Notary Public

Date: 01/20/2007



**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 1 Services

Sheriff Docket # **102328**

OHIO SAVINGS BANK

Case # 06-1992-CD

vs.

JOHN CAROLUS and NICOLE CAROLUS

COPY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 16, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO NICOLE CAROLUS, DEFENDANT. MOVED OUT OF STATE, NO ADDRESS.

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	281291	10.00
SHERIFF HAWKINS	GOLDBECK	281291	23.43

Sworn to Before me This

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

So Answers,



Chester A. Hawkins  
Sheriff

**GOLDBECK McCAFFERTY & McKEEVER**  
**A PROFESSIONAL CORPORATION**  
**Suite 5000 – Mellon Independence Center**  
**701 Market Street**  
**Philadelphia, PA 19106-1532**  
**(215) 627-1322 FAX (215) 627-7734**  
**www.goldbecklaw.com**

January 22, 2007

To: POSTMASTER  
Du Bois, PA 15801

**Request for Change of Address or Boxholder Information needed for Service of Legal Processor.**

Please furnish the new address of the name and street address (if a boxholder) for the following:

NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

**NOTE:** The name and last known address are required for change of address information. The name, if known, and post office box address are required for box holder information. The following information is provided in accordance with 39 CFR 256.6 (d) (6) (ii). There is no fee for providing the boxholder information. The fee for proving change of address information is **waived** in accordance with 39 CFR 256.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44a and b.

- 1. Capacity of requestor (e.g) process server, attorney, party representing himself):** Attorney for Plaintiff
  - 2. Statute or regulation that empowers me to serve process (not required when requestor is an attorney or party acting pro se - except a corporation acting pro se must cite statute):** PA Rule civil Procedure Number 440
  - 3. The names of all known parties to the litigation:** OHIO SAVINGS BANK
  - 4. The court in which the case has been or will be heard:** Superior Court for Clearfield County
  - 5. The docket or other identifying number if one has been issued:** TERM, 06-1992-CD
  - 6. The capacity in which this individual is to be served (e.g. defendant or witness):** Defendant, NICOLE CAROLUS
- LAST KNOWN ADDRESS:** 11 E Weber Avenue, Du Bois, PA 15801

**WARNING**

The submission of false information to obtain and use change of address information or boxholder information for any purpose other than the service of the legal process in connection with actual or prospective litigation could result in criminal penalties including a fine up to \$10,000 or imprisonment or (2) to avoid payment of the fee for change of address information of not more than 5 years, or both (Title 18 U.S.C. Section 1001).

  
MICHAEL T. McKEEVER, ESQUIRE

**FOR POST OFFICE USE ONLY**  
**POSTMARK**

**NEW ADDRESS OR BOXHOLDER'S STREET ADDRESS** \_\_\_\_\_

- ☒ Mail is delivered to the address given.  
☐ No change of address order on file.  
☐ Not known at address given.  
☐ No such address.  
☐ Moved, left no forwarding address.

Our file #: OSB-0012





**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

vs.

JOHN CAROLUS and NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

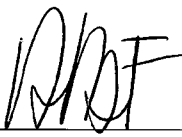
IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-1992-CD

**VERIFICATION**

I, David B. Fein, Esq., Attorney for Petitioner do hereby verify that the facts set forth in the foregoing Motion for Substituted Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

BY:  David B. Fein, Esq.

**GOLDBECK McCafferty & McKeever**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114"

vs.

JOHN CAROLUS and NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-1992-CD

**CONCLUSION**

For reasons stated above and in the attached Motion, the Court should enter an order allowing Plaintiff to serve the Complaint in Mortgage Foreclosure upon Defendant, Nicole Carolus, by posting the premises and certified mail and regular mail to the Defendant's last known address.

Respectfully submitted,



David B. Fein, Esq.

**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

vs.

JOHN CAROLUS

NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

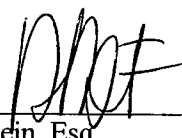
IN THE COURT OF COMMON PLEAS

Of Clearfield County

No. 06-1992-CD

**CERTIFICATE OF SERVICE**

David B. Fein, Esq., does hereby certify that true and correct copies of the foregoing Motion for Substituted Service have been served upon the Defendant, Nicole Carolus, this 5<sup>th</sup> day of March 2007, by first class mail, postage prepaid.

BY:  David B. Fein, Esq.

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

OHIO SAVINGS BANK,  
Plaintiff

vs.

JOHN CAROLUS and  
NICOLE CAROLUS,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*

NO. 06-1992-CD

**FILED** BCC  
9:44 AM  
MAR 09 2007  
Any Fein  
CR

William A. Shaw  
Prothonotary/Clerk of Courts

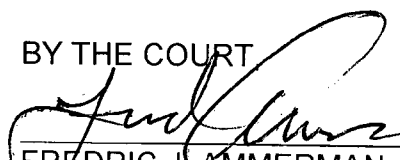
**ORDER**

NOW, this 8<sup>th</sup> day of March, 2007, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendant **Nicole Carolus** by:

1. Publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal;
2. By first class mail to 11 E. Weber Avenue, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 11 E. Weber Avenue, DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as 11 E. Weber Avenue, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT

  
FREDRIC J. AMMERMAN  
President Judge

FILED

MAR 09 2007

William A. Shaw  
Prothonotary/Clerk of Courts

~~DATE 3/9/07~~

~~Signature of person 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:~~

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

Plaintiff

vs.

JOHN CAROLUS

NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

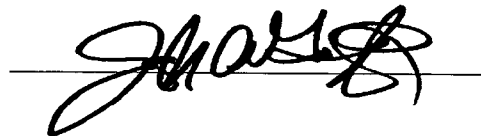
Term

No. 06-1992-CD

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



By Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

FILED Atty pd. 7.00

m/l: 3301

MAR 14 2007 2 Compl.

Reinstated to

William A. Shaw  
Prothonotary/Clerk of Courts

Sheriff

(60)

**GOLDBECK McCAFFERTY & McKEEVER**

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

**ATTORNEY I.D. #16132**

**SUITE 5000 – MELLON INDEPENDENCE CENTER**

**701 MARKET STREET**

**PHILADELPHIA, PA 19106-1532**

**(215) 627-1322**

**ATTORNEY FOR PLAINTIFF**

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

vs.

JOHN CAROLUS and NICOLE CAROLUS

Mortgagor(s)

11 E Weber Avenue

Du Bois, PA 15801

*Defendant(s)*

IN THE COURT OF COMMON  
PLEAS  
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

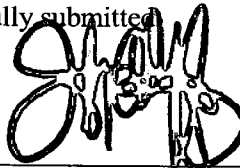
Term  
No. 06-1992-CD

**CERTIFICATE OF SERVICE**

JOSEPH A. GOLDBECK, JR. ESQUIRE hereby certifies that on *MARCH 23, 2007*

he did serve upon Defendant NICOLE CAROLUS a true and correct copy of the above-captioned Complaint by certified and regular mail in accordance with the Court Order dated March 8, 2007. The undersigned understands that the statements herein and subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted



GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR. ESQUIRE

**FILED**

**APR 12 2007**

*m/11:50/c* (6K)  
William A. Shaw  
Prothonotary/Clerk of Courts  
*no c/c*

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Ohio Savings Bank  
(Plaintiff)

1111 Chester Avenue  
(Street Address)

Cleveland OH 44114  
(City, State ZIP)

CIVIL ACTION

No. 06-1992-CD

Type of Case: Mortgage Foreclosure

Type of Pleading: Complaint

VS.

John Carolus  
(Defendant)

11 E Weber Ave  
(Street Address)

DuBois Pa 15801  
(City, State ZIP)

Filed on Behalf of:

Gold Beck  
(Plaintiff/Defendant)

Nick

(Filed by)

701 Market Street  
(Address)

215-805-6365  
(Phone)

FILED NO CC  
MAY 02 2007  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

Nick Bauer  
(Signature)



IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
CIVIL ACTION - LAW  
ACTION OF MORTGAGE FORECLOSURE  
No. 06-1992-CD  
NOTICE OF ACTION IN MORTGAGE FORECLOSURE

OHIO SAVINGS BANK, Plaintiff vs. JOHN CAROLUS & NICOLE  
CAROLUS, Mortgagors and Real Owners  
Defendants

TO: NICOLE CAROLUS, MORTGAGOR AND REAL OWNER, DE-  
FENDANT whose last known address is 11 E Weber Avenue, Du  
Bois, PA 15801.

THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING  
TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMA-  
TION OBTAINED FROM YOU WILL BE USED FOR THE PUR-  
POSE OF COLLECTING THE DEBT.

You are hereby notified that Plaintiff, OHIO SAVINGS BANK, has  
filed a Mortgage Foreclosure Complaint endorsed with a notice to  
defend against you in the Court of Common Pleas of Clearfield  
County, Pennsylvania, docketed to No. 06-1992-CD, wherein Plain-  
tiff seeks to foreclose on the mortgage secured on your property lo-  
cated, 11 E Weber Avenue, Du Bois, PA 15801, whereupon your  
property will be sold by the Sheriff of Clearfield County.

**NOTICE**

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT  
ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AF-  
FORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH  
BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMA-  
TION ABOUT HIRING A LAWYER.

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

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust St., Clearfield, PA 16830  
814-765-9646  
PENNSYLVANIA BAR ASSN.  
P.O. Box 186, Harrisburg, PA 17108  
800-692-7375

Joseph A. Goldbeck, Jr., Attorney for Plaintiff  
Goldbeck McCafferty & McKeever, P.C.  
Suite 5000, Mellon Independence Center  
701 Market St.  
Philadelphia, PA 19106-1532  
215-825-6411

3/16/07

03-16-07

6 5 2  
10 8  
Q J 2  
4

2

East  
All pass

10

"If at first  
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100. You  
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spade 10.

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ecent six-  
high-card  
ur hearts.  
ht be four  
he hopes  
perfect —

f winners,  
our tricks  
opening  
st would  
d shift to  
efenders  
ne heart

The winning line is to duck the first round of trumps. So, at trick two, call for one of dummy's hearts and play a low heart from your hand. The defenders may take that trick and turn to dia-

trump  
ruff th  
play  
trump  
W  
trol-re

Classified ads 371-4200

## NEA Crossword

### ACROSS

- 1 Beach toy
- 5 Deviate, as a rocket
- 8 Fermi split it
- 12 Swit costar
- 13 Historical period
- 14 Mongolian desert
- 15 Sect
- 16 Circus routine
- 17 Means of shipping
- 18 Parking nuisance
- 20 Sorority members
- 22 Oddjob's creator
- 23 Tint
- 24 Remove a renter
- 27 Skyscraper part
- 30 Foal's parent
- 31 Travel stops
- 32 Hankering
- 34 Whale

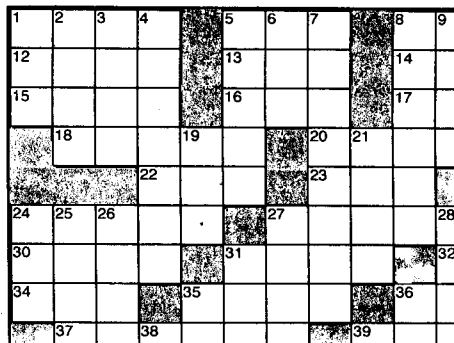
### DOWN

- 35 Tucked in
- 36 Choice of options
- 37 Chips and dips
- 39 Dangerous gas
- 40 — Palmas
- 41 Be victorious
- 42 Stadium hoverer
- 44 Orchard pest
- 47 Wave down
- 48 Passe
- 50 Spoken
- 52 Archeologist's find
- 53 Casual wear
- 54 "Run — Run"
- 55 Diploma word
- 56 Turf
- 57 Tennyson heroine

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O	N
P	E
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V	I
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H	E

- 5 Pine
- 6 Equal
- 7 Gazir
- 8 Went
- 9 Wart



**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE  
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT  
PUBLISHED BY McLEAN PUBLISHING COMPANY,  
DUBOIS PENNSYLVANIA**

**Under act 587, Approved May 16, 1929, P.L. 1784**

**STATE OF PENNSYLVANIA  
COUNTY OF CLEARFIELD**

**SS:**

Linda Smith, Advertising Director or Dory Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday/Jeffersonian Democrat** of the County and State aforesaid, being duly sworn, deposes and says that the **Courier Express**, a daily newspaper, the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a weekly newspaper published by McLean Publishing Company at 500 Jeffers Street, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said, the daily publication and the weekly publications, has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the paper on the following dates, viz: the

16th day of March A.D., 2007

Affidavit further deposes that he is an officer duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

**McLEAN PUBLISHING COMPANY Publisher of  
COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

By \_\_\_\_\_

Sworn and subscribed to before me this 26<sup>th</sup> day of Mar., 2007

\_\_\_\_\_  
NOTARY PUBLIC

**THIS IS  
NOT A  
BILL**

Statement of Advertising Cost  
**McLEAN PUBLISHING COMPANY**  
Publisher of  
**COURIER-EXPRESS/TRI-COUNTY SUNDAY/  
JEFFERSONIAN DEMOCRAT**  
DuBois, PA

NOTARIAL SEAL  
ROBIN M. DUTTRY, NOTARY PUBLIC  
CITY OF DUBOIS, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES APRIL 16, 2010

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

ACTION OF MORTGAGE FORECLOSURE  
No. 06-1992-CD  
NOTICE OF ACTION IN MORTGAGE  
FORECLOSURE

OHIO SAVINGS BANK, Plaintiff vs.  
JOHN CAROLUS & NICOLE CAROLUS,  
Mortgagors and Real Owners Defendants  
TO: NICOLE CAROLUS, MORTGAG-  
OR AND REAL OWNER, DEFENDANT  
whose last known address is 11 E. Weber  
Avenue, DuBois, PA 15801.

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

You are hereby notified that Plaintiff,  
OHIO SAVINGS BANK, has filed a  
Mortgage Foreclosure Complaint endorsed  
with a notice to defend against you in the  
Court of Common Pleas of Clearfield  
County, Pennsylvania, docketed to No. 06-  
1992-CD, wherein Plaintiff seeks to  
foreclose on the mortgage secured on your  
property located, 11 E. Weber Avenue,  
DuBois, PA 15801, whereupon your property  
will be sold by the Sheriff of Clearfield  
County.

NOTICE

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

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

IF YOU CANNOT AFFORD TO HIRE A  
LAWYER, THIS OFFICE MAY BE ABLE TO  
PROVIDE YOU WITH INFORMATION  
ABOUT AGENCIES THAT MAY OFFER  
LEGAL SERVICES TO ELIGIBLE PER-

SONS AT A REDUCED FEE OR NO FEE.

KEYSTONE LEGAL SERVICES, 211½  
E. Locust St., Clearfield, PA 16830. 814-  
765-9646.

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

Joseph A. Goldbeck, Jr., Attorney for  
Plaintiff, Goldbeck, McCafferty & McKeever,  
P.C. Suite 5000, Mellon Independence  
Center, 701 Market St., Philadelphia, PA  
19106-1532, 215-825-6411.

Garry L. Harman, Executor, Estate of Sarah E. Harman, late of Curwensville, Clearfield County.

Lisa M. Kosut & Sandra K. Michaels, Co-Executrices, Edith M. Nearhood, late of Kylertown, Clearfield County.

CNB Bank, Executor, Estate of Lorraine F. Sawyer, late of New Millport, Clearfield County.

Fourth & Final Account, First Commonwealth Bank-Trust Division & Brenda L.

executors, assigns, and all other person, persons, firms, partnerships, or corporate entities in interest, Defendants

No. 2007-331-CD

# ACTION TO QUIET TITLE

## NOTICE

TO THE DEFENDANTS: CHARLES STEELE, his cumulative heirs, devisees, administrators, executors, assigns, and all other person, persons, firms, partnerships, or corporate entities in interest.

TAKE NOTICE that at No. 2007-331-CD, in the Court of Common Pleas of Clearfield County, Pennsylvania. Seneca Resources Corporation, Plaintiff, filed this Complaint against you, your heirs, devisees, administrators, executors, assigns, and all other person, persons, firms, partnerships, or corporate entities in interest, averring that it is the owner of all the coal, fireclay and other clays of every kind and description, oils, gas and all other minerals in, under and upon those certain tracts of land situate in Lawrence Township, Clearfield County, Pennsylvania, described as follows:

### Clearfield County Surface

Warrant No.	Acreage	Assessment Parcel Number
5299	1,100	123-J3-2
5302	1,100	123-J4-3

BEING the same coal, fireclay and other clays of every kind and description, oils, gas and all other minerals as excepted and reserved in the deed of Whitmer-Steele Company to Punxsutawney Hunting Club, dated April 16, 1919, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 233, page 269.

The Plaintiff claims absolute ownership in the said coal, fireclay and other clays of every kind and description, oils, gas and all other minerals; that the Plaintiff has instituted suit in order to have its interest in said coal, fireclay and other clays of every kind and description, oils, gas and all other minerals adjudicated and that the Defendants be forever barred from asserting any rights, lien, title or interest in the said coal, fireclay and other clays of every kind and description, oils, gas and all other minerals inconsistent with the interest of the Plaintiff as set forth in the Complaint.

YOU ARE NOTIFIED TO APPEAR AND ANSWER THE SAID COMPLAINT ON SAID ACTION WITHIN TWENTY (20) DAYS OF THIS NOTICE, OTHERWISE, JUDGMENT WILL BE ENTERED AGAINST YOU BARRING YOU FROM ANY CLAIMS, RIGHTS, OR INTEREST INCONSISTENT THEREWITH.

Michael S. Delaney, Esquire, 936 Philadelphia Street, Indiana, PA 15701, Attorney for Plaintiff.

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

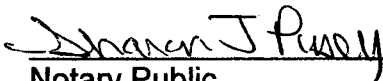
COUNTY OF CLEARFIELD :

On this 23rd day of March AD 2007, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of March 23, 2007, Vol. 19 No. 12. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire  
Editor

- Sworn and subscribed to before me the day and year aforesaid.



Notary Public  
My Commission Expires

NOTARIAL SEAL  
SHARON J. PUSEY, Notary Public  
Clearfield, Clearfield County, PA  
My Commission Expires APRIL 7, 2007

William J. Mansfield, Inc.  
Legal Advertising Agency  
The Woods, Suite 1209  
998 Old Eagle School Road  
Wayne PA 19087-1805

In the Court of Common Pleas of Clearfield County

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

Plaintiff

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
(Mortgagor(s) and Record Owner(s))  
11 E Weber Avenue  
Du Bois, PA 15801

Defendant(s)

No. 06-1992-CD

FILED

MAY 07 2007

William A. Shaw  
Prothonotary/Clerk of Courts

Assessment of Damages to Plaintiff  
1 cent to attorney

PRAECIPE FOR JUDGMENT

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

Enter the Judgment in favor of Plaintiff and against JOHN CAROLUS and NICOLE CAROLUS by default for want of an Answer.

Assess damages as follows:

Debt

\$29,628.73

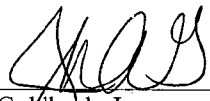
Interest from 5/5/07 to Date of Sale

Total

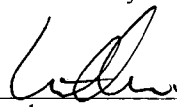
(Assessment of Damages attached)

I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff  
I.D. #16132

AND NOW May 7, 2007, Judgment is entered in favor of OHIO SAVINGS BANK and against JOHN CAROLUS and NICOLE CAROLUS by default for want of an Answer and damages assessed in the sum of \$29,628.73 as per the above certification.

  
Prothonotary

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

Plaintiff

No. 06-1992-CD

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
(Mortgagors and Record Owner(s))  
11 E Weber Avenue  
Du Bois, PA 15801

Defendant(s)

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

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw  
Prothonotary

By: 

~~Deputy~~

If you have any questions concerning the above, please contact:

Joseph A. Goldbeck, Jr.  
**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322



VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, JOHN CAROLUS, is about unknown years of age, that Defendant's last known residence is 11 E Weber Avenue, Du Bois, PA 15801, and is engaged in the unknown business located at unknown address.

2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date:

5/4/07

A handwritten signature in dark ink, appearing to be 'J. Carolus', is written over a horizontal line.

VERIFICATION OF NON-MILITARY SERVICE

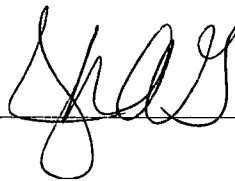
The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best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

1. That the above named Defendant, NICOLE CAROLUS, is about unknown years of age, that Defendant's last known residence is 11 E Weber Avenue, Du Bois, PA 15801, and is engaged in the unknown business located at unknown address.

2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date:

5/4/07

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

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

DATE OF THIS NOTICE: **April 18, 2007**

TO:

**NICOLE CAROLUS**  
11 E Weber Avenue  
Du Bois, PA 15801

**OHIO SAVINGS BANK**  
1111 Chester Avenue  
Cleveland, OH 44114

*Plaintiff*

vs.

**JOHN CAROLUS**  
**NICOLE CAROLUS**  
(Mortgagor(s) and Record Owner(s))  
11 E Weber Avenue  
Du Bois, PA 15801

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 06-1992-CD

TO: **NICOLE CAROLUS**  
11 E Weber Avenue  
Du Bois, PA 15801

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

*Joseph A. Goldbeck, Jr*  
**GOLDBECK McCAFFERTY & McKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 – 701 Market Street.  
Philadelphia, PA 19106 215-825-6318

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

DATE OF THIS NOTICE: **April 18, 2007**

TO:

**JOHN CAROLUS**  
11 E Weber Avenue  
Du Bois, PA 15801

**OHIO SAVINGS BANK**  
1111 Chester Avenue  
Cleveland, OH 44114

*Plaintiff*

vs.

**JOHN CAROLUS**  
**NICOLE CAROLUS**  
(Mortgagor(s) and Record Owner(s))  
11 E Weber Avenue  
Du Bois, PA 15801

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 06-1992-CD

TO: **JOHN CAROLUS**  
11 E Weber Avenue  
Du Bois, PA 15801

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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814-765-9646

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

*Joseph A. Goldbeck, Jr*  
**GOLDBECK McCAFFERTY & McKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 – 701 Market Street.  
Philadelphia, PA 19106 215-825-6318

GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

Plaintiff

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
(Mortgagor(s) and Record owner(s))  
11 E Weber Avenue  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

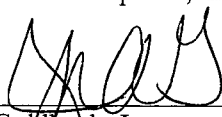
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE


No. 06-1992-CD

**ORDER FOR JUDGMENT**

Please enter Judgment in favor of OHIO SAVINGS BANK, and against JOHN CAROLUS and NICOLE CAROLUS for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$29,628.73.

  
\_\_\_\_\_  
Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is OHIO SAVINGS BANK 1111 Chester Avenue Cleveland, OH 44114 and that the name(s) and last known address(es) of the Defendant(s) is/are JOHN CAROLUS, 11 E Weber Avenue Du Bois, PA 15801 and NICOLE CAROLUS, 11 E Weber Avenue Du Bois, PA 15801;


  
\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

ASSESSMENT OF DAMAGES


TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance	\$23,982.62
Interest from 05/01/2006 through 05/04/2007	\$1,848.68
Reasonable Attorney's Fee	\$2,000.00
Late Charges	\$42.45
Costs of Suit and Title Search	\$900.00
PMI	\$83.60
Escrow Advance	\$716.78
Fees	\$54.60
	<hr/>
	\$29,628.73

  
\_\_\_\_\_  
GOLDBECK McCafferty & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

AND NOW, this 7<sup>th</sup> day of May, 2007 damages are assessed as above.

  
\_\_\_\_\_  
Pro Prothy

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

Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

Plaintiff

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
**Mortgagor(s) and Record Owner(s)**  
11 E Weber Avenue  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 06-1992-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$29,628.73

Interest from 5/5/07  
to Date of Sale at  
7.6250%

(Costs to be added)

PROTHONOTARY COSTS \$139.00



GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

FILED

MAY 07 2007

W/2:00/1415  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CENT + 600000 TO  
SHEP

Term  
No. 06-1992-CD  
**IN THE COURT OF COMMON PLEAS**

OHIO SAVINGS BANK

vs.

JOHN CAROLUS and  
NICOLE CAROLUS  
(Mortgagor(s) and Record Owner(s))  
11 E Weber Avenue  
Du Bois, PA 15801

---

**PRAECIPE FOR WRIT OF EXECUTION**  
**(Mortgage Foreclosure)**

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Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

---

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322



ALL That Certain Lot or Piece of Land Situate, lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of East Weber Avenue and an alley; thence along line of said alley, North 55 degree 30 minutes East, 50 feet to a corner of land now or formerly of Floryan F. Godek; thence along line of land said Floryan F. Godek, North 34 degree 30 minutes West, 50 feet to line of land now or formerly of Naomi and Harry C. Bantley; thence along line now or formerly of said Naomi and Harry C. Bantley, South 55 degree 30 minutes West, 50 feet to East Weber Avenue; thence along said East Weber Avenue, South 34 degree 30 minutes East, feet to a point at the place of beginning.

BEING Known and designated as Tax Parcel I.D. No.7.2-001-000-00274

PROPERTY ADDRESS: 11 E WEBER AVENUE, DU BOIS, PA 15801

Goldbeck McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

Plaintiff

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
**(Mortgagor(s) and Record Owner(s))**  
11 E Weber Avenue  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 06-1992-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

OHIO SAVINGS BANK, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

11 E Weber Avenue  
Du Bois, PA 15801

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

JOHN CAROLUS  
11 E Weber Avenue  
Du Bois, PA 15801

NICOLE CAROLUS  
11 E Weber Avenue  
Du Bois, PA 15801

2. Name and address of Defendant(s) in the judgment:

JOHN CAROLUS  
11 E Weber Avenue  
Du Bois, PA 15801

NICOLE CAROLUS  
11 E Weber Avenue  
Du Bois, PA 15801

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

**GOLDBECK McCafferty & McKeever**

BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-825-6318  
Attorney for Plaintiff

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114  
Plaintiff

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
Mortgagor(s) and Record Owner(s)

11 E Weber Avenue  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 06-1992-CD

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

TO: CAROLUS, JOHN  
**JOHN CAROLUS**  
11 E Weber Avenue  
Du Bois, PA 15801

Your house at 11 E Weber Avenue, Du Bois, PA 15801 is scheduled to be sold at Sheriff's Sale on \_\_\_\_\_, at 10:00 AM, in Clearfield County Courthouse, Clearfield, PA to enforce the court judgment of \$29,628.73 obtained by OHIO SAVINGS BANK against you.

**NOTICE OF OWNER'S RIGHTS**  
**YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE**

To prevent this Sheriff's Sale you must take immediate action:

1. The sale will be cancelled if you pay to OHIO SAVINGS BANK, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay call: 215-825-6329 or 1-866-413-2311
2. You may be able to stop the sale by filing a petition asking the Court to strike or open judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

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

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

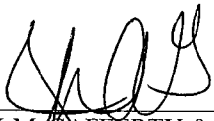
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
11 E Weber Avenue  
Du Bois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: May 4, 2007

  
\_\_\_\_\_  
GOLDBECK McCafferty & McKeever  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-825-6318  
Attorney for Plaintiff

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114  
Plaintiff

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
Mortgagor(s) and Record Owner(s)

11 E Weber Avenue  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 06-1992-CD

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

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You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below on how to obtain an attorney).

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS  
EVEN IF THE SHERIFF'S SALE DOES NOT TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid price by calling the Sheriff of 814-765-2641.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of 814-765-2641.
4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff within thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the schedule of distribution is filed.
7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the sale.

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

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646  
PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
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- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Judy at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of OSB-0012.

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

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-825-6318  
Attorney for Plaintiff

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1111 Chester Avenue  
Cleveland, OH 44114  
Plaintiff

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
Mortgagor(s) and Record Owner(s)

11 E Weber Avenue  
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Defendant(s)

IN THE COURT OF COMMON PLEAS

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Joseph A. Goldbeck, Jr.  
Attorney I.D. #16132  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

Plaintiff

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
**Mortgagor(s) and Record Owner(s)**  
11 E Weber Avenue  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF  
COMMON PLEAS

of Clearfield County

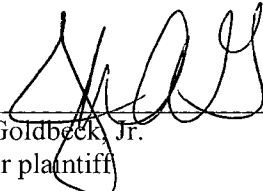
CIVIL ACTION - LAW

ACTION OF  
MORTGAGE FORECLOSURE

NO. 06-1992-CD

**CERTIFICATION AS TO THE SALE OF REAL PROPERTY**

I, Joseph A. Goldbeck, Jr., Esquire hereby certify that I am the attorney of record for the Plaintiff in this action, and I further certify that this property is subject to Act 91 of 1983 and the Plaintiff has complied with all the provisions of the Act.

  
\_\_\_\_\_  
Joseph A. Goldbeck, Jr.  
Attorney for plaintiff

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
11 E Weber Avenue  
Du Bois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 06-1992-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: 11 E Weber Avenue Du Bois, PA 15801

See Exhibit "A" attached

AMOUNT DUE

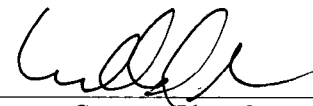
\$29,628.73

Interest From **5/5/07**  
Through Date of Sale

(Costs to be added)

PROTHONOTARY COSTS \$ 139.00

Dated: MAY 7, 2007

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Term  
No. 06-1992-CD

IN THE COURT OF COMMON PLEAS

OHIO SAVINGS BANK

vs.

JOHN CAROLUS and  
NICOLE CAROLUS

Mortgagor(s)

11 E Weber Avenue Du Bois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

\$29,628.73

REAL DEBT

INTEREST from

COSTS PAID:

PROTHY

SHERIFF

STATUTORY

COSTS DUE PROTHY

Office of Judicial Support

Judg. Fee

Cr.

Sat.

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL That Certain Lot or Piece of Land Situate, lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of East Weber Avenue and an alley; thence along line of said alley, North 55 degree 30 minutes East, 50 feet to a corner of land now or formerly of Floryan F. Godek; thence along line of land said Floryan F. Godek, North 34 degree 30 minutes West, 50 feet to line of land now or formerly of Naomi and Harry C. Bantley; thence along line now or formerly of said Naomi and Harry C. Bantley, South 55 degree 30 minutes West, 50 feet to East Weber Avenue; thence along said East Weber Avenue, South 34 degree 30 minutes East, feet to a point at the place of beginning.

BEING Known and designated as Tax Parcel I.D. No.7.2-001-000-00274

PROPERTY ADDRESS: 11 E WEBER AVENUE, DU BOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102560  
NO: 06-1992-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: OHIO SAVINGS BANK

vs.

DEFENDANT: JOHN CAROLUS and NICOLE CAROLUS

SHERIFF RETURN

NOW, March 16, 2007 AT 9:35 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 11 E. WEBER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. (NICOLE CAROLUS)\_

SERVED BY: COUDRIET / NEVLING

FILED

9/3:20 am  
JUL 12 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102560  
NO: 06-1992-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: OHIO SAVINGS BANK

vs.

DEFENDANT: JOHN CAROLUS and NICOLE CAROLUS

SHERIFF RETURN

RETURN COSTS



Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	288845	10.00
SHERIFF HAWKINS	GOLDBECK	288845	27.43

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,

Chester A. Hawkins  
Sheriff



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

OHIO SAVINGS BANK,  
Plaintiff

vs.

JOHN CAROLUS and  
NICOLE CAROLUS,  
Defendants

NO. 06-1992-CD

**ORDER**

NOW, this 8<sup>th</sup> day of March, 2007, the Plaintiff is granted leave to serve the  
Complaint in Mortgage Foreclosure upon the Defendant **Nicole Carolus** by:

1. Publication one time in The Courier Express (DuBois) and the  
Clearfield County Legal Journal;
2. By first class mail to 11 E. Weber Avenue, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 11 E. Weber Avenue,  
DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as  
11 E. Weber Avenue, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

# GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MARKET ON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

**ATTORNEY  
COPY**

**ATTORNEY  
COPY**

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

3-14-07 Document

Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term 06-1992-CD  
No.

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

vs.

Plaintiff

Defendants

JOHN CAROLUS  
NICOLE CAROLUS  
Mortgagors and Real Owners  
11 E Weber Avenue  
Du Bois, PA 15801

## NOTICE

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

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

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

## KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

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

**FILED**

NOV 30 2006

William A. Shaw  
Prothonotary/Clerk of Courts

JAN 10 2007

## PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

JAN 10, 2007 Document

Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw*

Deputy Prothonotary

Attest.

*William A. Shaw*  
Prothonotary  
Clerk of Courts

## A V I S O

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

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

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

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

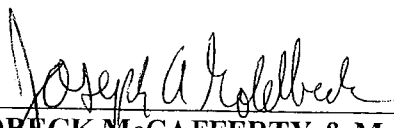
- ATTORNEY COPY**
- HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**
1. Plaintiff OHIO SAVINGS BANK, 111 Chester Avenue, Cliveland, Ohio 44115.
  2. The names and addresses of the Defendants are JOHN CAROLUS, 111 Weber Avenue, Du Bois, PA 15801 and NICOLE CAROLUS, 111 Weber Avenue, Du Bois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
  3. On March 10, 2006 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to OHIO SAVINGS BANK, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200603873.. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
  4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
  5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for June 01, 2006 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
  6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$23,982.62
Interest from 05/01/2006 through 11/30/2006 at 7.6250%.....	\$1,072.13
Per Diem interest rate at \$5.01	
Reasonable Attorney's Fee .....	\$2,000.00
Late Charges from 06/01/2006 to 11/30/2006 .....	\$42.45
Costs of suit and Title Search .....	\$900.00
PMI .....	\$83.60
Escrow Advance .....	\$716.78
Fees .....	\$54.60
	<hr/>
	<b>\$28,852.18</b>

7. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$28,852.18, together with interest at the rate of \$5.01, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: \_\_\_\_\_

  
**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 11.29.06

  
\_\_\_\_\_  
Gail Datlenko  
OHIO SAVINGS BANK

# *Exhibit A*

EXHIBIT A

ALL that certain lot or piece of land situate, lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of East Weber Avenue and an alley; thence along line of said alley, North  $55^{\circ} 30'$  East, 50 feet to a corner of land now or formerly of Floryan F. Godek; thence along line of land said Floryan F. Godek, North  $34^{\circ} 30'$  West, 50 feet to line of land now or formerly of Naomi and Harry C. Bantley; thence along line now or formerly of said Naomi and Harry C. Bantley, South  $55^{\circ} 30'$  West, 50 feet to East Weber Avenue; thence along said East Weber Avenue, South  $34^{\circ} 30'$  East, 50 feet to a point at the place of beginning.

BEING known and designated as Tax Parcel I.D. No. 7.2-001-000-00274.



# *Exhibit B*

Date: 08/31/06

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

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

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

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-4869).

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

HOMEOWNER'S NAME(S): John Carolus

PROPERTY ADDRESS: 11 East Weber Ave  
Dubois PA 15801

LOAN ACCOUNT NO: 6417849

ORIGINAL LENDER: Ohio Savings Bank

CURRENT LENDER/SERVICER: Ohio Savings Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**—The MORTGAGE debt held by the above lender on your property located at: 11 East Wener Avenue DuBois PA 15801

IS SERIOUSLY IN DEFAULT because:

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

6/1/06	\$407.54
7/1/06	\$407.54
8/1/06	\$407.54

Other Charges:

\$42.87--late fees

**TOTAL AMOUNT PAST:**

**\$1265.49**

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

**HOW TO CURE THE DEFAULT**—You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1265.49, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made by either cash, cashier's check, certified check or money order made payable and sent to OHIO SAVINGS BANK.**

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

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be **approximately SIX (6) months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	OHIO SAVINGS BANK
<b><u>Address:</u></b>	1801 EAST NINTH ST, CLEVELAND, OHIO 44114
<b><u>Phone Number:</u></b>	(800) 860-2025 extension 8917
<b><u>Fax number:</u></b>	(216) 588-2060
<b><u>Contact Person:</u></b>	Mortgage Collections

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

See enclosed list

**ACT 91 NOTICE**  
**DATE OF NOTICE: October 25, 2006**  
**TAKE ACTION TO SAVE YOUR**  
**HOME FROM FORECLOSURE**

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

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

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

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

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

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

La notificación en adjunto 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 a esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionada arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & McKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734

Date: October 25, 2006

TO: NICOLE CAROLUS

Homeowners Name: JOHN CAROLUS and NICOLE CAROLUS

Property Address: 11 E Weber Avenue, Du Bois, PA 15801

Loan Account No.: 6417849

Original Lender: OHIO SAVINGS BANK

Current Lender/Service: OHIO SAVINGS BANK

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

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



forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: 11 E Weber Avenue, Du Bois, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 06/01/2006 thru 10/25/2006  
(5 mos. at \$407.54/month) \$2,037.70
- (b) Late charges from 06/01/2006 thru 10/25/2006 \$42.45
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,080.15

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 2,080.15**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately four (4) to six (6) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** OHIO SAVINGS BANK

**Address:** 1111 Chester Avenue  
Cleveland, OH 44114

**Phone Number:** 216-588-4434

**Fax Number:** 216-588-2060

**Contact Person:** Gail Datlenko

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Gail Datlenko  
Phone Number: 216-588-4434

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA. 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

vs.

JOHN CAROLUS and NICOLE CAROLUS  
11 E Weber Avenue  
Du Bois, PA 15801

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

06-1992-CD

**ORDER**

AND NOW, this            day of            2007, upon consideration of the Plaintiff's Motion for Substituted Service under Pa.R.C.P. 430(a) and it appearing to the Court that Plaintiff's good faith efforts to ascertain the present whereabouts of Defendant, John Carolus, has been unsuccessful, it is, ORDERED and DECREED:

that Plaintiff's Motion is granted and the Sheriff and/or Plaintiff is directed to Serve the Notice of Sheriff's Sale upon Defendant, John Carolus, by posting a copy of the Notice upon the premises 11 E Weber Avenue, Du Bois, PA, 15801, and Plaintiff is directed to serve the Notice of Sheriff Sale by certified and regular mail to the Defendant's last known address at 11 E Weber Avenue, Du Bois, PA, 15801, and that all further service of legal papers, including but not limited to motions, petitions and rules be made by certified and regular mail to Defendant's last known address and that Notice of Sheriff Sale pursuant to Pennsylvania Rule of Civil Procedure 3129 may be made upon Defendant, John Carolus, by sending copies of same to Defendant's last known address by certified and regular mail and by posting the premises.

BY THE COURT:

\_\_\_\_\_  
J.

Distribution list:

Michael T. McKeever, Esquire, Suite 5000 – Mellon Independence Center, 701 Market Street,  
Philadelphia, PA 19106-1532

JOHN CAROLUS, 11 E Weber Avenue Du Bois, PA 15801

NICOLE CAROLUS, 11 E Weber Avenue Du Bois, PA 15801

**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

**FILED** No CC.  
m/11:55am  
AUG 14 2007

William A. Shaw  
Prothonotary/Clerk of Courts

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

vs.

JOHN CAROLUS and NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-1992-CD

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

**MOTION FOR SUBSTITUTED SERVICE**  
**UNDER P.A.R.C.P. 430(a)**

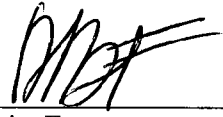
Plaintiff, by and through its attorney, David B. Fein, Esq., in support of its Motion for Substituted Service, represents as follows:

1. Plaintiff is the holder of a first mortgage upon the premises 11 E Weber Avenue, Du Bois, PA, 15801, hereinafter, the "mortgaged premises".
2. Defendants, JOHN CAROLUS and NICOLE CAROLUS, are the mortgagors and real owners of the mortgaged premises.
3. The last known address of Defendant, John Carolus, is as set forth in Paragraph 2 of the Complaint.
4. The Sheriff has been unable to effect service of the Notice of Sale upon Defendant, John Carolus, at his property address, 11 E Weber Avenue, Du Bois, PA, 15801, after numerous attempts. The property is empty, per Sheriff. An updated investigative search was conducted and no new addresses

were found for the Defendant, John Carolus.

5. The following investigation was conducted in a good faith attempt to ascertain the whereabouts of Defendant, John Carolus.

WHEREFORE, Plaintiff prays that the Court enter the attached order allowing Plaintiff to serve the Notice of Sale upon Defendant, John Carolus, by posting the premises and certified and regular mail to the Defendant's last known address.

BY:  \_\_\_\_\_  
David B. Fein, Esq.





Affidavit of Good Faith Investigation

**Client provided information:**

File Number: OSB-0012

Attorney Firm: Goldbeck, McCafferty & McKeever

File Name: Carolus

Subject Name: John Carolus

Property Address:

Street: 11 E. Weber Avenue

City: Du Bois State: PA Zip: 15801

---

**Skip Results:**

Date of Birth: N/A

ProVest File Number: 207280

**Last Known**

Dates: As of 08/09/2007

Street: 11 E. Weber Avenue

Phone: N/A

City: Du Bois State: PA Zip: 15801

**Death Records:** As of 08/09/2007, the Social Security Administration has no death record on file for John Carolus.

**Social Security Number search completed.**

**Employment Search:** Unable to verify current employer.

**Creditor information:**

Creditors indicated the last reported address for John Carolus as 11 E. Weber Avenue, Du Bois, PA 15801

**Department of Motor Vehicle Records:**

The Pennsylvania Department of Motor Vehicles provided no change for John Carolus from 11 E. Weber Avenue, Du Bois, PA 15801

**Public Licenses (Pilot, Real Estate, etc):** Search performed provided no information.

**Voter Registration Information:**

The County Voters Registration Office has no listing for John Carolus.

**National Postal Address Search:** Has no change for John Carolus from 11 E. Weber Avenue, Du Bois, PA 15801

**Comments:**

863-674-1050: Called possible relative, Jo Ann Taylor, there was no answer.

814-669-1995: Spoke with possible relative, Tara Carolus, does not know defendant.

814-371-6873: Called possible neighbor, George Sinfelt, does not know defendant.

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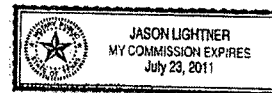
On 08/09/2007, I, Kim Sumner being duly sworn according to the law, deposes and says:  
I am employed by ProVest, LLC. I have conducted an investigation into the whereabouts of the above named subject. Above are the results of my investigation.

*Kim Sumner*

Affiant Name: Kim Sumner

Subscribed and sworn to before me.

*Jason Lightner*  
Notary Public



Date: 08/09/2007

**GOLDBECK McCAFFERTY & McKEEVER**A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAWSUITE 3000  
MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106

July 30, 2007

Sheriff of Clearfield County  
Sheriff's Office - Phone# 814-765-2641,  
FAX Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830

Attn: Real Estate Division

RE: Notice of Sale Service  
JOHN CAROLUS & NICOLE CAROLUS  
Docket #06-1992-CD  
11 E Weber Avenue Du Bois, PA 15801

To the Sheriff:

It has been at least thirty (30) days since the Notice of Sheriff's Sale was forwarded to your office. Please confirm if service of the notice has been completed by entering date of service along with your name.

If we do not receive a response we will call back tomorrow to discuss.

Defendants	Personal Service	Posting	Still Attempting	Reviewed by
JOHN CAROLUS			Have Empty	
NICOLE CAROLUS			Have Empty	

8/6/07

Thank you for cooperation and assistance in this matter.

**GOLDBECK McCAFFERTY & McKEEVER**

Service Department

Scott Lion

Direct: (215) 825-6345

Please fax to Scott Lion at ~~(215) 825-6445~~ **215-627-7734**<mailto:slion@goldbecklaw.com>[service@goldbecklaw.com](mailto:service@goldbecklaw.com)[www.goldbecklaw.com](http://www.goldbecklaw.com)

**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

vs.

JOHN CAROLUS and NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801


IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-1992-CD

**VERIFICATION**

I, David B. Fein, Esq., Attorney for Petitioner do hereby verify that the facts set forth in the foregoing Motion for Substituted Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

BY: \_\_\_\_\_  
David B. Fein, Esq.

**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114"

vs.

JOHN CAROLUS and NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-1992-CD

**CONCLUSION**

For reasons stated above and in the attached Motion, the Court should enter an order allowing Plaintiff to serve the Notice of Sheriff's Sale upon Defendant, John Carolus, by posting the premises and certified mail and regular mail to the Defendant's last known address.

Respectfully submitted,

  
\_\_\_\_\_  
David B. Fein, Esq.

**GOLDBECK McCAFFERTY & McKEEVER**

JOSEPH A. GOLDBECK, JR.

Attorney I.D.#16132

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

BY: David B. Fein, Esq.

Attorney I.D.#82628

Attorney for Plaintiff

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

vs.

JOHN CAROLUS

NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

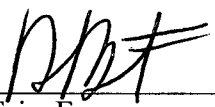
IN THE COURT OF COMMON PLEAS

Of Clearfield County

No. 06-1992-CD

**CERTIFICATE OF SERVICE**

David B. Fein, Esq., does hereby certify that true and correct copies of the foregoing Motion for Substituted Service have been served upon the Defendant, John Carolus, this 13<sup>th</sup> day of August 2007, by first class mail, postage prepaid.

BY:   
David B. Fein, Esq.

(2)

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

OHIO SAVINGS BANK,

Plaintiff

vs.

JOHN CAROLUS and NICOLE CAROLUS,  
Defendants

NO. 06-1992-CD

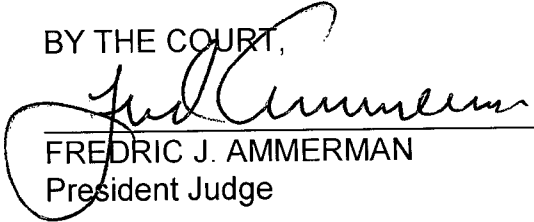
**ORDER**

NOW, this 20<sup>th</sup> day of August, 2007, the Plaintiff is granted leave to serve the  
Notice of Sheriff's Sale upon the Defendant **JOHN CAROLUS** by:

1. Publication one time in The Courier Express (DuBois) and the  
Clearfield County Legal Journal;
2. By first class mail to 11 E. Weber Avenue, DuBois, PA 15801;
3. By certified mail, return receipt requested to 11 E. Weber Avenue,  
DuBois, PA 15801;
4. By posting the mortgaged premises known in this herein action as  
11 E. Weber Avenue, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED 300  
0/8:52/61  
AUG 21 2007

Atty. Fein

(GK)

William A. Shaw  
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney I.D.#16132  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322

Attorney for Plaintiff

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

Plaintiff

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
**Mortgagor(s) and  
Record Owner(s)**

11 E Weber Avenue  
Du Bois, PA 15801

Defendant(s)

OSB-0012  
CF: 11/30/2006  
SD: 10/05/2007  
\$29,628.73

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 06-1992-CD

**FILED**

SEP 19 2007  
m/11:30 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
No. C/C

**CERTIFICATE OF SERVICE**  
**PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Joseph A. Goldbeck, Jr., Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- ( ) Personal Service by the Sheriff's Office/competent adult (copy of return attached).
- ( ) Certified mail by Joseph A. Goldbeck, Jr. (original green Postal return receipt attached).
- ( ) Certified mail by Sheriff's Office.
- ( ) Ordinary mail by Joseph A. Goldbeck, Jr., Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
- ( ) Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
- ( ) Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

- ☒ Premises was posted by ~~Sheriff's Office~~/competent adult (copy of return attached).
- ( ) Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
- ☒ Certified Mail & ordinary mail by Joseph A. Goldbeck, Jr. (original receipt(s) for Certified Mail attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Joseph A. Goldbeck, Jr., Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

*Joseph A. Goldbeck*  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

Name and Address of Sender  
**GOLDBECK**  
**SUITE 5000**  
**701 MARKET STREET**  
**PHILADELPHIA, PA**  
**19106-1532**

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
 (If issued as a  
 certificate of mailing,  
 or for additional copies  
 of this bill)

Postmark and  
 Date of Receipt

Fee  
 Handling  
 Charge

Addressee (Name, Street, City, State, & ZIP Code)

Postage

1. PA DEPARTMENT OF PUBLIC WELFARE -  
 Bureau of Child Support Enforcement  
 Health and Welfare Bldg. - Room 432  
 P.O. Box 2675  
 Harrisburg, PA 17105-2675

2. DOMESTIC RELATIONS OF CLEARFIELD  
 COUNTY  
 230 E. Market Street  
 Clearfield, PA 16830

3. TENANTS/OCCUPANTS  
 11 E Weber Avenue  
 Du Bois, PA 15801

4. NICOLE CAROLUS  
 11 E Weber Avenue  
 Du Bois, PA 15801

5.

6.

7.

8.

Total Number of Pieces  
 Listed by Sender

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2)

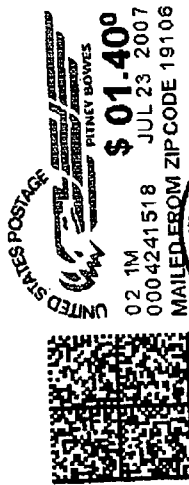
OSB-0012 Clearfield County

Sale Date: 9/7/07

Complete by Typewriter, Ink, or Ball Point Pen

JOHN CAROLUS & NICOLE CAROLUS

CLEARFIELD



RR  
 Fee



Name and Address of Sender  
**SOLDBECK**  
**SUITE 5000**  
**701 MARKET STREET**  
**PHILADELPHIA, PA**  
**19106-1532**

Check type of mail or service:  
☐ Certified  
☐ COD  
☐ Registered  
☐ Delivery Confirmation  
☐ Return Receipt for Merchandise  
☐ Express Mail  
☐ Signature Confirmation  
☐ Insured

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional copies  
of this bill)  
Postmark and  
Date of Bill

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	SH Fee	RD Fee	RR Fee
1.						
2.						
3.	CAROLUS, JOHN 11 E Weber Avenue Du Bois, PA 15801					
4.						
5.						
6.						
7.						
8.						



Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)	See Privacy Act Statement on Reverse
1			

PS Form 3877, February 2002 (Page 1 of 2)

OSB-0012 Clearfield County Sale Date: 09/07/2007

JOHN CAROLUS & NICOLE CAROLUS

Complete by Typewriter, Ink, or Ball Point Pen

Name and Address of Sender

GOLDBECK  
SUITE 5000  
701 MARKET STREET  
PHILADELPHIA, PA  
19106-1532

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Registered  
☐ Delivery Confirmation  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation  
☐ Express Mail  
☐ Insured

Affix Stamp Here  
(If issued as a  
certificat  
or for ad  
of this bil  
Postma  
Date of



SH	RD	RR
Fee	Fee	Fee

Postage

Addressee (Name, Street, City, State, & ZIP Code)

Article Number

1.

2.

CAROLUS, NICOLE  
11 E Weber Avenue

3.

Du Bois, PA 15801

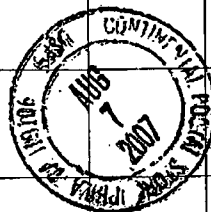
4.

5.

6.

7.

8.



Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

OSB-0012 Clearfield County Sale Date: 09/07/2007

JOHN CAROLUS & NICOLE CAROLUS

Form 3877  
Domestic USPS Firm Mailing Book

Name and Address of Sender: JOSEPH A GOLDBECK JR MELLON INDEPENDENCE CENT 701 MARKET ST STE 5000 PHILADELPHIA, PA 19106	Permit Number	Sequence Number 1366A
		Ascent - MAC v7.20.7.20.I

Piece ID	Article #	Delivery Address Addressee Name	SS Type	Fee	Postage	Value Insur./Register	Sender Due	Charges Total
CWD7508RA9-4	71114342363000168282	ALTER, RAYMOND 1241 Bellaire Place Pittsburgh, PA 15226	C RRE	2.65 0.85	0.41			3.91
CWD7508RA9-4.071114342363000168299		ALTER, RAYMOND 8286 E. Johnson Road Erie, PA 16509	C RRE	2.65 0.85	0.41			3.91
ABNPUL0039JM9271114342363000168305		MCPAUL, JAMES 219 Fairview Avenue Butler, PA 16001	C RRE	2.65 0.85	0.41			3.91
ABNPUL0039JM9271114342363000168312		MCPAUL, JAMES R 536 Hansen Avenue Lyndora, PA 16045	C RRE	2.65 0.85	0.41			3.91
52725FCNC10-2	71114342363000168329	COURDUFF, NICOLE 8048 Montague Street Philadelphia, PA 19136	C RRE	2.65 0.85	0.41			3.91
CFNA0762PM10-571114342363000168336		MEYER, JR., PAUL H. 373 Burncoat Road Kingston, NC 28504	C RRE	2.65 0.85	0.41			3.91
CITX1912BH9-1271114342363000168343		HUSSON, BARRY RR 1 Box 505 Lot 10 Section 180 Dingmans Ferry, PA 18328	C RRE	2.65 0.85	0.41			3.91
OSB0012JC9-7	71114342363000168350	CAROLUS, JOHN 11 E Weber Avenue Du Bois, PA 15801	C RRE	2.65 0.85	0.41			3.91

Page Totals:	8		28.00	3.28	31.28
Cumulative Totals:	24		84.00	9.84	93.84

Form 3877  
Domestic USPS Firm Mailing Book

Name and Address of Sender:  
JOSEPH A GOLDBECK JR  
MELLON INDEPENDENCE CENT  
701 MARKET ST STE 5000  
PHILADELPHIA, PA 19106

Permit Number

Sequence Number  
1304A

Ascent - MAC v7.20.7.20.I

Piece ID	Article #	Delivery Address Addressee Name	SS Type	Fee	Postage	Value Insur./Register	Sender Due	Charges Total
CWD7730CM10-2971114342363000159082		MORNEWECK, CASS 202 Fredonia-Hadley Road Fredonia, PA 16124	C RRE	2.65 0.85	0.41			3.91
GMAC0115PL9-1371114342363000159099		LANG, PATRICIA A. 338 East Lamb Street Bellefonte, PA 16823	C RRE	2.65 0.85	0.41			3.91
SN0717RB10-25 71114342363000159105		BAKER, RANDY C. 208 Sunset Drive Gouldsboro, PA 18424	C RRE	2.65 0.85	0.41			3.91
CFNA0689MP8-3171114342363000159112		PETRUCCI, MARY LOU 690 Bobtown Road Dilliner, PA 15327	C RRE	2.65 0.85	0.41			3.91
MID1499DH10-2 71114342363000159129		HAMPSON, DOLORES B. 149 N. 57th Street Philadelphia, PA 19139	C RRE	2.65 0.85	0.41			3.91
WM1076RC10-1 71114342363000159136		CARTER, RANDY J. 105 Mohawk Trail Pittsburgh, PA 15208	C RRE	2.65 0.85	0.41			3.91
WM1076RC10-1.071114342363000159143		CARTER, RANDY J. 1216 Ann Street Homestead, PA 15120	C RRE	2.65 0.85	0.41			3.91
OSB0012NC9-7 71114342363000159150		CAROLUS, NICOLE 11 E Weber Avenue Du Bois, PA 15801	C RRE	2.65 0.85	0.41			3.91

Page Totals: 8  
Cumulative Totals: 32

28.00 3.28  
112.00 13.12

31.28  
125.12



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

OHIO SAVINGS BANK,  
Plaintiff

vs.

JOHN CAROLUS and NICOLE CAROLUS,  
Defendants

NO. 06-1992-CD

**ORDER**

NOW, this 20<sup>th</sup> day of August, 2007, the Plaintiff is granted leave to serve the  
Notice of Sheriff's Sale upon the Defendant **JOHN CAROLUS** by:

1. Publication one time in The Courier Express (DuBois) and the  
Clearfield County Legal Journal;
2. By first class mail to 11 E. Weber Avenue, DuBois, PA 15801;
3. By certified mail, return receipt requested to 11 E. Weber Avenue,  
DuBois, PA 15801;
4. By posting the mortgaged premises known in this herein action as  
11 E. Weber Avenue, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

/S/ Fredric J Ammerman  
FREDRIC J. AMMERMAN  
President Judge

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

AUG 21 2007

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

OHIO SAVINGS BANK,  
Plaintiff

vs.

JOHN CAROLUS and  
NICOLE CAROLUS,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*

NO. 06-1992-CD

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

MAR 09 2007

ORDER

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

NOW, this 8<sup>th</sup> day of March, 2007, the Plaintiff is granted leave to serve the

Complaint in Mortgage Foreclosure upon the Defendant **Nicole Carolus** by:

1. Publication one time in The Courier Express (DuBois) and the Clearfield County Legal Journal;
2. By first class mail to 11 E. Weber Avenue, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 11 E. Weber Avenue, DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as 11 E. Weber Avenue, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the date of publication and mailing and is to be done by Plaintiff's attorney, who will file Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,  
/S/ Fredric J Ammerman  
FREDRIC J. AMMERMAN  
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

AFFIDAVIT OF SERVICE

OHIO SAVINGS BANK

Plaintiff (Petitioner)

vs.

NICOLE CAROLUS

JOHN CAROLUS

Defendant (Respondent)

CASE and/or DOCKET: 06-1992-CD

I, Eric Afflerbach declare that I am a Pennsylvania State Constable and/or Process Server, in and for the County of Berks, that I am not a party to this action, not an employee of a party to this action, or an attorney to the action, and that within the boundaries of the state were service was effected. I was authorized by law to perform the said service.

SERVICE UPON: JOHN CAROLUS

ADDRESS: 11 E WEBER AVE, DUBOIS PA 15801

On: 8/30/07 At: 10:02 AM

Description: Approximate Age \_\_\_ Height \_\_\_ Weight \_\_\_ Race \_\_\_ Sex \_\_\_ Hair \_\_\_

With Documents: NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

Manner of Service

By handing to:

- ☐ DEFENDANT(S) PERSONALLY SERVED  
☐ ADULT FAMILY MEMBER WITH WHOM THE SAID DEFENDANT(S) RESIDE.  
☐ NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_  
☐ ADULT IN CHARGE OF DEFENDANTS RESIDENCE.  
☐ NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_  
☒ POSTED PROPERTY  
☐ AGENT OR PERSON IN CHARGE OF PLACE OF BUSINESS.  
☐ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
☐ MILITARY STATUS: NO / YES BRANCH: \_\_\_\_\_

COMMENTS:

DEFENDANT WAS NOT SERVED BECAUSE:

\_\_\_ MOVED \_\_\_ UNKNOWN \_\_\_ NO ANSWER \_\_\_ VACANT \_\_\_ OTHER: \_\_\_\_\_

SERVICE WAS ATTEMPTED ON THE FOLLOWING DATES/TIMES:

1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 2 DAY OF

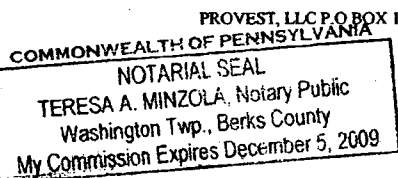
Sept, 2007

[Signature]  
NOTARY

[Signature]

CONSTABLE/PROCESS SERVER

209508



PROVEST, LLC P.O. BOX 1180, 93 EAST MAIN STREET, BAY SHORE, NY 11706 631.666.6168 631.666.6295 (F)

OSB-0012

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

**AFFIDAVIT OF SERVICE**

**OHIO SAVINGS BANK**

**JOHN CAROLUS**

**NICOLE CAROLUS**

Plaintiff (Petitioner)

vs.

Defendant (Respondent)

**CASE and/or DOCKET: 06-1992-CD**

I, Eric M. Afflerbach declare that I am a Pennsylvania State Constable and/or Process Server, in and for the County of Berks, that I am not a party to this action, not an employee of a party to this action, or an attorney to the action, and that within the boundaries of the state where service was effected. I was authorized by law to perform the said service.

**SERVICE UPON: NICOLE CAROLUS**

**ADDRESS: 11 E WEBER AVENUE, DU BOIS PA 15801**

On: 8/7/07 At: 7:54 AM

Description: Approximate Age \_\_\_ Height \_\_\_ Weight \_\_\_ Race \_\_\_ Sex \_\_\_ Hair \_\_\_

**With Documents: NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

**Manner of Service**

By handing to:

- ☐ DEFENDANT(S) PERSONALLY SERVED  
☐ ADULT FAMILY MEMBER WITH WHOM THE SAID DEFENDANT(S) RESIDE.  
☐ NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_  
☐ ADULT IN CHARGE OF DEFENDANTS RESIDENCE.  
☐ NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_  
☒ POSTED PROPERTY  
☐ AGENT OR PERSON IN CHARGE OF PLACE OF BUSINESS.  
☐ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
☐ MILITARY STATUS: NO / YES BRANCH: \_\_\_\_\_

**COMMENTS:**

DEFENDANT WAS NOT SERVED BECAUSE:

\_\_\_ MOVED \_\_\_ UNKNOWN \_\_\_ NO ANSWER \_\_\_ VACANT \_\_\_ OTHER: \_\_\_\_\_

SERVICE WAS ATTEMPTED ON THE FOLLOWING DATES/TIMES:

1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 7 DAY OF

August, 2007

[Signature]  
NOTARY

[Signature]  
CONSTABLE/PROCESS SERVER

207274

PROVEST, LLC P.O BOX 1180, 93 EAST MAIN STREET, BAY SHORE, NY 11706 631.666.6168 631.666.6295 (F)

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

TERESA A. MINZOLA, Notary Public

Washington Twp., Berks County

My Commission Expires December 5, 2009

OSB-0012



**GOLDBECK McCAFFERTY & McKEEVER**

BY: Joseph A. Goldbeck, Jr.

Attorney I.D.#16132

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

215-825-6320

Attorney for Plaintiff

OHIO SAVINGS BANK

1111 Chester Avenue

Cleveland, OH 44114

Plaintiff

vs.

JOHN CAROLUS

NICOLE CAROLUS

**Mortgagor(s) and Record Owner(s)**

11 E Weber Avenue

Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 06-1992-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

OHIO SAVINGS BANK, Plaintiff in the above action, by its attorney, Joseph A. Goldbeck, Jr., Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

11 E Weber Avenue

Du Bois, PA 15801

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

JOHN CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

**2. Name and address of Defendant(s) in the judgment:**

JOHN CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

NICOLE CAROLUS

11 E Weber Avenue

Du Bois, PA 15801

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

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

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.


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

TENANTS/OCCUPANTS  
11 E Weber Avenue  
Du Bois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: September 17, 2007

  
GOEDBECK McCafferty & McKEEVER  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20607  
NO: 06-1992-CD

PLAINTIFF: OHIO SAVINGS BANK  
vs.  
DEFENDANT: JOHN CAROLUS AND NICOLE CAROLUS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 05/07/2007

LEVY TAKEN 07/25/2007 @ 1:15 PM

POSTED 07/25/2007 @ 1:15 PM

SALE HELD 10/05/2007

SOLD TO FANNIE MAE

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED ~~11/09/2007~~ 11-20-07

DATE DEED FILED ~~11/09/2007~~ 11-20-07

PROPERTY ADDRESS 11 E. WEBER AVENUE DUBOIS , PA 15801

FILED  
019:50/61  
NOV 20 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

09/21/2007 @ SERVED JOHN CAROLUS

SERVED JOHN CAROLUS, DEFENDANT BY REG & CERT MAIL PER COURT ORDER TO 11 E. WEBER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145073329. CERT MAIL RETURNED 10/1/07 UNCLAIMED. 9/26 REG MAIL RETURNED.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

09/12/2007 @ SERVED NICOLE CAROLUS

SERVED NICOLE CAROLUS, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 11 E. WEBER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. CERT #70060810000145073244. CERT MAIL SIGNED FOR BY HARVEY COHEN

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

09/28/2007 @ 10:50 AM SERVED  
POSTED ORDER FOR SERVICE, PER COURT ORDER.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20607  
NO: 06-1992-CD

PLAINTIFF: OHIO SAVINGS BANK

vs.

DEFENDANT: JOHN CAROLUS AND NICOLE CAROLUS

Execution REAL ESTATE

SHERIFF RETURN

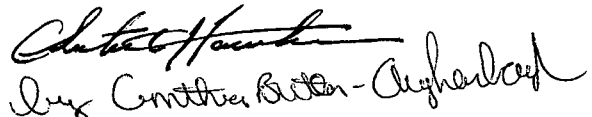
SHERIFF HAWKINS \$306.97

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

OHIO SAVINGS BANK  
1111 Chester Avenue  
Cleveland, OH 44114

vs.

JOHN CAROLUS  
NICOLE CAROLUS  
11 E Weber Avenue  
Du Bois, PA 15801

In the Court of Common Pleas of  
Clearfield County

No. 06-1992-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: 11 E Weber Avenue Du Bois, PA 15801

See Exhibit "A" attached

AMOUNT DUE

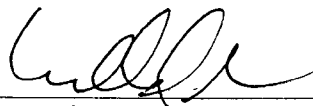
\$29,628.73

Interest From 5/5/07  
Through Date of Sale

(Costs to be added)

PROTHONOTARY COSTS \$ 139.00

Dated: MAY 7, 2007

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Received this writ this 7<sup>th</sup> day  
of May A.D. 2007  
At 3:00 A.M./P.M.

Chester A. Haukeis  
Sheriff Dy Catherine Butler-Stephens

Term  
No. 06-1992-CD

IN THE COURT OF COMMON PLEAS

OHIO SAVINGS BANK

vs.

JOHN CAROLUS and  
NICOLE CAROLUS

Mortgagor(s)  
11 E Weber Avenue Du Bois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT  
INTEREST from  
COSTS PAID: \$29,628.73

PROTHY  
SHERIFF

STATUTORY  
COSTS DUE PROTHY

Office of Judicial Support  
Judg. Fee  
Cr.  
Sat.

Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL That Certain Lot or Piece of Land Situate, lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of East Weber Avenue and an alley; thence along line of said alley, North 55 degree 30 minutes East, 50 feet to a corner of land now or formerly of Floryan F. Godek; thence along line of land said Floryan F. Godek, North 34 degree 30 minutes West, 50 feet to line of land now or formerly of Naomi and Harry C. Bantley; thence along line now or formerly of said Naomi and Harry C. Bantley, South 55 degree 30 minutes West, 50 feet to East Weber Avenue; thence along said East Weber Avenue, South 34 degree 30 minutes East, feet to a point at the place of beginning.

BEING Known and designated as Tax Parcel I.D. No.7.2-001-000-00274

PROPERTY ADDRESS: 11 E WEBER AVENUE, DU BOIS, PA 15801

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JOHN CAROLUS

NO. 06-1992-CD

NOW, November 09, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on October 05, 2007, I exposed the within described real estate of John Carolus And Nicole Carolus to public venue or outcry at which time and place I sold the same to FANNIE MAE he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	17.25
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	30.00
ADD'L MILEAGE	36.86
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$306.97</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	29,628.73
INTEREST @ 6.1900 %	947.07
FROM 05/05/2007 TO 10/05/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$30,615.80</b>

**COSTS:**

ADVERTISING	1,290.00
TAXES - COLLECTOR	673.87
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	306.97
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,727.84</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff



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

OHIO SAVINGS BANK,  
Plaintiff

vs.

JOHN CAROLUS and  
NICOLE CAROLUS,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*

NO. 06-1992-CD

Thereby, the Court, to be a true  
and correct copy of the original  
statement filed in all cases.

MAR 09 2007

ORDER

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

NOW, this 8<sup>th</sup> day of March, 2007, the Plaintiff is granted leave to serve the

Complaint in Mortgage Foreclosure upon the Defendant **Nicole Carolus** by:

1. Publication one time in The Courier Express (DuBois) and the  
Clearfield County Legal Journal;
2. By first class mail to 11 E. Weber Avenue, DuBois, PA 15801;
3. By certified mail, return receipt requested, to 11 E. Weber Avenue,  
DuBois, PA 15801; and
4. By posting the mortgaged premises known in this herein action as  
11 E. Weber Avenue, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,  
/S/ Fredric J Ammerman  
FREDRIC J. AMMERMAN  
President Judge

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

OHIO SAVINGS BANK,  
Plaintiff

vs.

JOHN CAROLUS and NICOLE CAROLUS,  
Defendants

NO. 06-1992-CD

**ORDER**

NOW, this 20<sup>th</sup> day of August, 2007, the Plaintiff is granted leave to serve the  
Notice of Sheriff's Sale upon the Defendant **JOHN CAROLUS** by:

1. Publication one time in The Courier Express (DuBois) and the  
Clearfield County Legal Journal;
2. By first class mail to 11 E. Weber Avenue, DuBois, PA 15801;
3. By certified mail, return receipt requested to 11 E. Weber Avenue,  
DuBois, PA 15801;
4. By posting the mortgaged premises known in this herein action as  
11 E. Weber Avenue, DuBois, PA 15801.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

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

AUG 21 2007

Attest.

*William A. Brown*  
Prothonotary/  
Clerk of Courts

**GOLDBECK McCAFFERTY & McKEEVER  
A PROFESSIONAL CORPORATION  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
FAX (215) 627-7734**

September 4, 2007

Clearfield

Chester A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830  
FAX 814-765-5915

RE: OHIO SAVINGS BANK  
vs.  
JOHN CAROLUS and NICOLE CAROLUS  
Term No. 06-1992-CD

**Property address:**

**11 E Weber Avenue  
Du Bois, PA 15801**

**Sheriff's Sale Date: September 07, 2007**

Dear Sir/Madam:

Kindly postpone the above-captioned Sheriff's Sale scheduled for September 07, 2007 to October 05, 2007.

Thank you for your cooperation.

Very truly yours,

Joseph A. Goldbeck, Jr.  
JOSEPH A. GOLDBECK, JR.

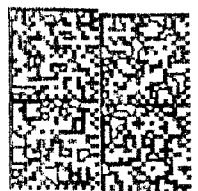
JAG/AmyG

cc: Lisa Hunt  
AMTRUST BANK  
Acct. #6417849



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

JOHN CAROLUS  
11 E. WEBER AVENUE  
DUBOIS, PA 15801



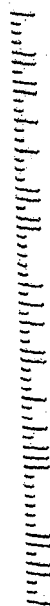
Hasler

016H16505405  
\$00.580  
09/21/2007  
Paid From 16830  
US POSTAGE

9/26

165 N7E 1 6070 25 09/24/07  
RETURN TO SENDER  
CAROLUS  
MOVED LEFT NO ADDRESS  
UNABLE TO FORWARD  
RETURN TO SENDER  
BC: 16830247201 X0356-04496-24-89

1683002472



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JOHN CAROLUS  
11 E. WEBER AVENUE  
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent  
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type
- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

7006 0810 0001 4507 3329

Domestic Return Receipt

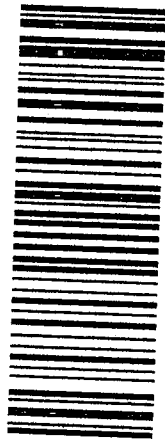
102595-02-M-1540

SLP 29 2007

A 16830



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 3329

016H16505405

\$05.38

09/21/2007

Mailed From 16830

US POSTAGE

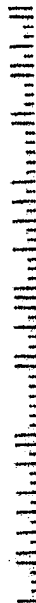
Hasler



UNABLE TO FORWARD  
RETURN TO SENDER

JOHN CAROLUS  
11 E. WEBER AVENUE  
DUBOIS, PA 15801

13801+2083-11 0003

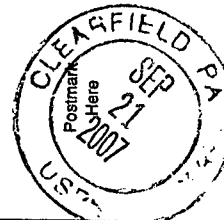


U.S. Postal Service  
**CERTIFIED MAIL™ RECEIPT**  
(Postage Paid On, No Insurance Coverage Provided)

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38



Sent To

Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4  
JOHN CAROLUS  
11 E. WEBER AVENUE  
DUBOIS, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

7006 0810 0001 4507 3329

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NICOLE CAROLUS  
11 E. WEBER AVENUE  
DUBOIS, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature ☐ Agent ☐ Addressee
- B. Received by (Printed Name) ☐ Date of Delivery
- HARVEY COHEN 9-12-07
- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number  
(Transfer from service label)

7006 0810 0001 4507 3244

PS Form 3811, February 2004

Domestic Return Receipt

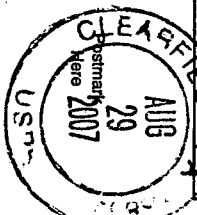
102595-02-M-1540

**U.S. Postal Service<sup>™</sup>**  
**CERTIFIED MAIL<sup>™</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38



Sent To

Street, Apt. No.,  
or PO Box No. NICOLE CAROLUS  
11 E. WEBER AVENUE  
City, State, ZIP+4 DUBOIS, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

7006 0810 0001 4507 3244