



**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**

**COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632**

*Plaintiff*

vs.

**MICHELLE L. YATTA  
Mortgagor and Real Owner  
RD 1 Box 2  
Olanta, PA 16863**

*Defendant*

**IN THE COURT OF COMMON PLEAS**

**OF CLEARFIELD COUNTY**

**CIVIL ACTION - LAW**

**ACTION OF MORTGAGE FORECLOSURE**

**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.

**PENNSYLVANIA BAR ASSOCIATION**

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

**FILED** Atty pd -85.00  
M/11/2006 NOV 30 2006 1CCSHF  
Clerk of Courts

**KEYSTONE LEGAL SERVICES**

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

William A. Shaw  
Prothonotary/Clerk of Courts

**AVISO**

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

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

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.

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800-692-7375

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

**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: 800-692-7375 or 814-765-9646.
- 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 CWD-6789.

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 COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.
2. The names and addresses of the Defendant is MICHELLE L. YATTA, RR 1 Box 2, Olanta, PA 16863-9801, who is the mortgagor and real owner of the mortgaged premises hereinafter described.
3. On December 27, 2002 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR AMERICA'S WHOLESALE LENDER, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200220854. The mortgage has been assigned to: COUNTRYWIDE HOME LOANS INC. by assignment of Mortgage which assignment is lodged for recording. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for July 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 .....	\$41,317.76
Interest from 06/01/2006 through 11/30/2006 at 7.8800%.....	\$1,632.35
Per Diem interest rate at \$8.92	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph .....	\$2,065.89
Late Charges from 07/01/2006 to 11/30/2006 .....	\$77.50
Monthly late charge amount at \$15.50	
Costs of suit and Title Search .....	\$900.00
Monthly Escrow amount \$103.68	
	<hr/>
	\$45,993.50

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendant in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant has 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.

9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant 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 Defendant 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 Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$45,993.50, together with interest at the rate of \$8.92, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: Joseph A. Goldbeck

**GOLDBECK McCAFFERTY & MCKEEVER**

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

VERIFICATION

AMANDA FARRAR, ASSISTANT VICE PRESIDENT

I, AMANDA FARRAR, ASSISTANT VICE PRESIDENT, 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: 11.28.06



AMANDA FARRAR, ASSISTANT VICE PRESIDENT

#21127991 - MICHELLE L. YATTA

# *Exhibit A*

All that certain piece or parcel of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at a spike driven in the center line of the pavement of Township Road No. T-443, leading from Olanta to New Millport, over the center line of a galvanized culvert which carries a small stream under said road; thence following the centerline of said road, South twenty (20) degrees seventeen (17) minutes twenty-four (24) seconds West eighty four and ninety eight one-hundredths (84.98) feet to another spike in said road; thence along other lands now or formerly of Oscar A. Beckman and wife, of which this parcel is a part, North seventy (70) degrees sixteen (16) minutes seventeen (17) seconds West one hundred seventy nine and fifty-eight one-hundredths (179.58) feet passing an iron pin at sixteen and five tenths (16.5) feet to another iron pin; thence along the same lands South eighty seven (87) degrees forty eight (48) minutes forty six (46) seconds West eight six and ninety-nine one-hundredths (86.99) feet to another iron pin; thence along the same lands North sixty eight (68) degrees fifty (50) minutes twenty seven (27) seconds West one hundred thirty eight and fifty-one one hundredths (138.51) feet to another iron pin; thence still along the same lands North seventeen (17) degrees twenty four (24) minutes forty three (43) seconds East one hundred seventy six and twenty five one-hundredths (176.25) feet crossing aforesaid small stream, to another iron pin set on the northeast bank of said stream, said iron pin having a reference of South sixty two (62) degrees thirty five (35) minutes fifty five (55) seconds West three hundred twenty one and seventy two one-hundredths (321.72) feet from an iron pin on the northeast line of another Township Route, No. T-441; at the corner of lands now or formerly of Ralph Cathcart and lands now or formerly of William B. Rollin, Jr., and wife, thence along the said Beckman lands South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East to the intersection of this line and the center line of said small stream, and continuing along the center line of said stream to a spike over the culvert at the place of beginning, said spike being South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East four hundred eleven and forty-two one-hundredths feet, crossing and recrossing said stream, from the aforesaid iron pin on the northeast bank of said stream. Containing 1.35 acres, less the right-of-way of the Township road, and plus or minus the small variation in area caused by the meandering of the small stream on the northeast line of said parcel, leaving a net acreage of 1.317 acres, having been surveyed on June 12, 1974, by Robert L. Kester, a licensed surveyor, a copy of said plot being hereto attached.

# *Exhibit B*



PO Box 9048  
Temecula, CA 92589-9048

**Send Payments To:**  
PO BOX 660694  
Dallas, TX 75266-0694



7113 8257 1470 7533 2293

PRESORTED  
First-Class Mail  
U.S. Postage  
and Fees Paid  
WSO

Michelle L Yatta  
RR 1 BOX 2  
OLANTA, PA 16863-9801

060831-BLQPA1





P.O. Box 660694  
Dallas, TX 75266-0694

Send Payments to:  
PO Box 660694  
Dallas, TX 75266-0694

August 31, 2006

Certified Mail:  
7113 8257 1470 7533 2293  
Return Receipt Requested  
Regular Mail

Michelle L Yatta  
RR 1 BOX 2  
OLANTA, PA 16863-9801

Account No.: 21127991  
Property Address:  
Rd 1 Box 2  
Olanta, PA  
Current Servicer:  
Countrywide Home Loans Servicing LP

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

To see if HEMAP can help, you 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 names, addresses and phone numbers 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 1-717-780-1869).

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

LA NOTIFICACIÓN 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 ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NÚMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRÉSTAMO 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):  
PROPERTY ADDRESS:

Michelle L Yatta  
Rd 1 Box 2  
Olanta, PA  
21127991

LOAN ACCT. NO.:  
ORIGINAL LENDER:

CURRENT LENDER/SERVICER: Countrywide Home Loans Servicing LP

### 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

Please write your account number on all checks and correspondence.  
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (if total is more than \$5000, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Account Number: 21127991-4  
Michelle L Yatta  
Rd 1 Box 2

Balance Due for charges listed above: \$858.30 as of 8/31/2006.

Please update e-mail information on the reverse side of this coupon.

BLOPA1

Additional Principal

Additional Escrow

Other

Check Total



Countrywide  
PO BOX 660694  
Dallas, TX 75266-0694

XXXXXXXXXXXXXXXXXXXX

021127991400000085830000085830

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-five (35) 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 THIRTY-FIVE (35) 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-five (35) 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-five (35) 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.)**

#### NOTICE OF INTENT TO FORECLOSE

**YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE.**

#### YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

Rd 1 Box 2 Olanta, PA

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Payments:</u>	July, 2006	-	August, 2006	(2 mos. @ \$413.65/month)	\$827.30
<u>Late Charges:</u>	July, 2006	-	August, 2006	(2 mos. @ \$15.50/month)	\$31.00
<u>Other Late Charges:</u>	Total Late Charges:				\$0.00
	Uncollected Costs:				\$0.00
	Partial Payment Balance:				(\$0.00)
<b>TOTAL DUE:</b>					<b>\$858.30</b>

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

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: 21127991  
Michelle L Yatta E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countrywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY-FIVE (35) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$858.30, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY-FIVE (35) DAY PERIOD.**

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

You can cure any other default by taking the following action within THIRTY-FIVE (35) 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-FIVE (35) 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-FIVE (35) 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-FIVE (35) DAY** period, you will not be required to pay attorney's fees. **YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

**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-FIVE (35) 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><i>Countrywide Home Loans Servicing LP</i></b>
<b><u>Address:</u></b>	<b><i>P. O. Box 660694 Dallas, TX 75266-0694</i></b>
<b><u>Phone Number:</u></b>	<b><i>1-800-669-6654</i></b>
<b><u>Fax Number:</u></b>	<b><i>1-805-577-3432</i></b>
<b><u>Contact Person:</u></b>	<b><i>MS PTX-36</i></b>
	<b><i>Attention: Loan Counselor</i></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 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.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before September 30, 2006, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by September 30, 2006 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-6654.

## APPENDIX C

### PENNSYLVANIA HOUSING FINANCE AGENCY HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM CONSUMER CREDIT COUNSELING AGENCIES

#### ADAMS COUNTY

American Red Cross – Hanover Chapter  
529 Carlisle Street  
Hanover, PA 17331  
Ph: 717-637-3768  
Fax: 717-637-3294

Financial Counseling Services of Franklin  
31 West 3<sup>rd</sup> Street  
Waynesboro, PA 17268  
Ph: 717-762-3285

CCCS of Western PA  
2000 Linglestown Road  
Harrisburg, PA 17102  
Ph: 717-541-1757  
Ph: 717-541-4670

Adams County Housing Authority  
139-143 Carlisle St  
Gettysburg, PA 17325  
Ph: 717-334-1518  
Fax: 717-334-8326

#### ALLEGHENY COUNTY

Pennsylvania Housing Finance Agency  
(Marica Hess)  
2275 Swallow Hill Read  
Building 200  
Pittsburgh, PA 15220  
Ph: 412-429-2842  
Fax: 412-429-2835

Action Housing, Inc.  
425 6<sup>th</sup> Avenue  
Suite 950  
Pittsburgh, PA 15219  
Ph: 412-391-1956  
Ph: 412-281-2102  
Ph: 800-792-2801  
Fax: 412-391-4512

CCCS of Western Pennsylvania, Inc.  
309 Smithfield Street  
Pittsburgh, PA 15222  
Ph: 412-471-7584

Urban League of Pittsburgh  
Building for Equal Opportunity  
One Smithfield Street  
Pittsburgh, PA 15222-2222  
Ph: 412-227-4802  
Fax: 412-261-5207

Mon-Valley Unemployed Committee  
120 E. 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Ph: 412-462-9962

Credit Counselors of PA  
401 Wood Street  
Suite 906  
Pittsburgh, PA 15222  
Ph: 412-338-9954  
Ph: 800-737-2933  
Fax: 412-338-9963

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
Ph: 724-852-2893

Housing Opportunities  
133 Seventh Street  
Post Office Box 9  
McKeesport, PA 15132  
Ph: 412-664-1906  
Fax: 412-664-0873

#### ARMSTRONG COUNTY

CCCS of Western Pennsylvania Inc.  
217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Fax: 814-944-5747

Credit Counselors of PA  
401 Wood Street  
Suite 906  
Pittsburgh, PA 15222  
Ph: 412-338-9954  
Ph: 800-737-2933  
Fax: 412-338-9963

Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
Ph: 724-465-2657  
Fax: 724-465-5118

BEAVER COUNTY  
Action Housing, Inc.  
425 6<sup>th</sup> Avenue  
Suite 950  
Pittsburgh, PA 15219  
Ph: 412-391-1956  
Fax: 412-391-4512

Housing Opportunities of Beaver Co., Inc.  
650 Corporation Street  
Suite 207  
Beaver, PA 15009  
Ph: 724-728-7511

Credit Counselors of PA  
401 Wood Street  
Suite 906  
Pittsburgh, PA 15222  
Ph: 412-338-9954  
Ph: 800-737-2933  
Fax: 412-338-9963

Mon-Valley Unemployed Committee  
120 E. 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Ph: 412-462-9962  
Ph: 412-462-9964

Housing Opportunities Inc.  
133 Seventh Street  
Post Office Box 9  
McKeesport, PA 15134  
Ph: 412-664-1906  
Fax: 412-664-0873

BEDFORD COUNTY  
Bedford-Fulton Housing Services  
10241 Lincoln Highway  
Everett, PA 15537  
Ph: 814-623-9129  
Fax: 814-623-7187

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Ph: 814-535-6556  
Fax: 814-539-1688

Weatherization Office  
917 Mifflin Street  
Huntingdon, PA 16652  
Ph: 814-643-2343

CCCS of Western Pennsylvania, Inc.

217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Fax: 814-944-5747

Tableland Services, Inc.  
535 East Main Street  
Somerset, PA 15501  
Ph: 814-445-9628  
Ph: 800-452-0148  
Fax: 814-443-3690

BERKS COUNTY  
Budget Counseling Center  
247 North Fifth Street  
Reading, PA 19601  
Ph: 610-375-7866  
Fax: 610-375-7830

Economic Opportunity Cabinet of Schuylkill  
County

225 N. Centre Street  
Pottsville, PA 17901  
Ph: 717-622-1995  
Fax: 717-622-0429

CCCS of Lehigh Valley  
3671 Crescent Court East  
Whitehall, PA 18052  
Ph: 610-821-4011  
Ph: 800-220-2733 (814 only)  
Fax: 610-821-8932

Community Housing Counselor, Inc.  
Post Office Box 244  
Kennett Square, PA 19348  
Ph: 610-444-3682  
Fax: 610-444-8243

BLAIR COUNTY  
Bedford-Fulton Housing Services  
R.D. 1, Box 384  
Everett, PA 15537  
Ph: 814-623-9129  
Fax: 814-623-7187

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Ph: 814-944-5747

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Ph: 814-535-6556  
Fax: 814-539-1688

Weatherization Office  
917 Mifflin Street  
Huntingdon, PA 16652  
Ph: 814-643-2343

BRADFORD COUNTY  
CCCS of Northeastern Pennsylvania

1400 Abington Executive Park  
Suite 1  
Clarks Summit, PA 18411  
Ph: 570-587-9163  
Ph: 800-922-9537  
Fax: 570-587-9134  
Fax: 570-587-9135

31 W. Market Street  
Wilkes-Barre, PA 18702  
Ph: 570-821-0837  
Ph: 800-922-9537  
Fax: 570-821-1785

9 South 7<sup>th</sup> Street  
Stroudsburg, PA 18360  
Ph: 570-420-8980  
Ph: 800-922-9537  
Fax: 570-420-8981

1631 S. Atherton Street  
Suite 100  
State College, PA 16801  
Ph: 814-238-3668  
Fax: 814-238-3660

**The Trehab Center of Northeastern PA**  
10 Public Avenue  
Montrose, PA 18801  
Ph: 570-278-3398  
Ph: 800-982-4045  
Fax: 570-278-1889

German Street  
Post Office Box 389  
Dushore, PA 18614  
Ph: 570-928-9668  
Fax: 570-928-8144

33 Walnut Street  
Wellsville, PA 16901  
Ph: 570-724-5252  
Fax: 570-724-5783

185 Elmira Street  
Post Office Box 218  
Troy, PA 16947  
Ph: 570-297-2101

103 Warren Street  
Post Office Box 709  
Tunkhannock, PA 18657  
Ph: 570-836-6840  
Fax: 570-836-6332

931 Main Street  
Honesdale, PA 18431  
Ph: 570-253-8941  
Fax: 570-253-4817

**BUCKS COUNTY**  
Acorn Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
Ph: 215-765-1221  
Fax: 215-765-1427

Bucks County Housing Group, Inc.  
140 East Richardson Avenue  
Langhorne, PA 19047  
Ph: 215-750-4310  
Fax: 215-750-4318

HACE  
167 Allegheny Avenue, 2<sup>nd</sup> Floor  
Philadelphia, PA 19140  
Ph: 215-426-8025  
Fax: 215-426-9122

Community Development Corp. of  
Frankford  
4620 Griscom Street  
Philadelphia, PA 19124  
Ph: 215-744-2990  
Fax: 215-744-2012

Northwest Counseling Service  
5001 North Broad Street  
Philadelphia, PA 19141  
Ph: 215-324-7300  
Fax: 215-324-8753

CCCS of Delaware Valley  
1515 Market Street – Suite 1325  
Philadelphia, PA 19107  
Ph: 215-563-5665  
Fax: 215-864-2666

CCCS of Delaware Valley  
Trevose Corporate Center  
4606 Street Road  
Trevose, PA 19047  
Ph: 215-563-5665

CCCS of Lehigh Valley  
3671 Crescent Court East  
Whitehall, PA 18052  
Ph: 610-821-4011  
Ph: 800-220-2733  
Fax: 610-821-8932

**American Credit Counseling Institute**  
845 Coates Street  
Coatesville, PA 19320  
Ph: 888-212-6741

144 E. Dekalb Pike  
King of Prussia, PA 19406  
Ph: 610-971-2210  
Fax: 610-265-4814

755 York Road  
Suite 103  
Warminster, PA 18974  
Ph: 215-444-9429  
Fax: 215-956-6344

**BUTLER COUNTY**  
Action Housing, Inc.  
425 6<sup>th</sup> Avenue  
Suite 950  
Pittsburgh, PA 15219  
Ph: 412-391-1956  
Ph: 412-281-2102

Housing Opportunities, Inc.  
650 Corporate St.  
Suite 207  
McKeesport, PA 15132  
Ph: 412-664-1590  
Fax: 412-664-0873

Housing Opportunities, Inc.  
133 Seventh Street  
Post Office Box 9  
McKeesport, PA 15134  
Ph: 412-664-1906  
Fax: 412-664-0873

CCCS of Western PA  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Ph: 724-282-7812

Mon-Valley Unemployed Committee  
120 E. 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Ph: 412-462-9962  
Fax: 412-462-9964

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
Ph: 412-338-9954  
Ph: 800-737-2933  
Fax: 412-338-9963

**CAMBRIA COUNTY**  
Bedford-Fulton Housing Services  
R.D. 1, Box 384  
Everett, PA 15537  
Ph: 814-623-9129  
Fax: 814-623-7187

Indiana City Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
Ph: 412-465-2657  
Fax: 412-465-5118

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
Ph: 814-539-6335

CCCS of Western PA  
217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Fax: 814-944-5747

**Keystone Econ Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Ph: 814-535-6556  
Fax: 814-539-1688

Tableland Services, Inc.  
535 East Main Street  
Somerset, PA 15501  
Ph: 814-445-9628  
Ph: 800-452-0148  
Fax: 814-443-3690

**CAMERON COUNTY**  
Northern Tier Community Action Corp.  
Post Office Box 389  
135 West 4<sup>th</sup> Street  
Emporium, PA 15834  
Ph: 814-486-1161  
Fax: 814-486-0825

CCCS of Northeastern PA  
1631 S. Atherton Street  
Suite 100  
State College, PA 16801  
Ph: 814-238-3668  
Fax: 814-238-3669

CCCS of Western PA  
217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Fax: 814-944-5747

**CARBON COUNTY**  
EOC of Schuylkill County  
225 N. Centre Street  
Pottsville, PA 17901  
Ph: 570-622-1995  
Fax: 570-622-0429

CCCS of Lehigh Valley  
3671 Crescent Court East  
Whitehall, PA 18052  
Ph: 610-821-4011  
Ph: 800-220-2733 (717 and 814 only)  
Fax: 610-821-0137

CCCS of Northeastern PA  
1400 Abington Executive Park  
Suite 1  
Clarks Summit, PA 18411  
Ph: 570-587-9163  
Ph: 800-922-9537  
Fax: 570-587-9134  
Fax: 570-587-9135

9 South 7<sup>th</sup> Street  
Stroudsburg, PA 18360  
Ph: 570-420-8980  
Ph: 800-922-9537  
Fax: 570-420-8981

Commission on Economic Opportunity of  
Luzerne County  
163 Amber Lane  
Wilkes-Barre, PA 18702  
Ph: 570-826-0510  
Ph: 800-822-0359  
Fax: 570-829-1665 – Call before faxing  
Ph: 570-455-4994 – Hazleton  
Fax: 570-455-5631 – Call before faxing  
Ph: 570-836-4090 - Tunkhannock

31 W. Market Street  
Wilkes-Barre, PA 18702  
Ph: 570-821-0837  
Ph: 800-922-9537  
Fax: 570-821-1785

1631 S. Atherton Street  
Suite 100  
State College, PA 16801  
Ph: 814-238-3668  
Fax: 814-238-3669

**CENTRE COUNTY**  
CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Fax: 814-944-5747

Lycoming-Clinton Co. Comm. For  
Community Action  
(STEP)  
2138 Lincoln Street  
Post Office Box 1328  
Williamsport, PA 17703  
Ph: 570-326-0587  
Fax: 570-322-2197

CCCS of Northeastern PA  
1631 S. Atherton Street  
Suite 100  
State College, PA 16801  
Ph: 814-238-3668  
Fax: 814-238-3669

CCCS of Northeastern PA  
201 Basis Street  
Williamsport, PA 17703  
Ph: 570-323-6627  
Fax: 570-323-6626

**CHESTER COUNTY**  
Acorn Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
Ph: 215-765-1221  
Fax: 215-765-1427

Budget Counseling Center  
247 North Fifth Street  
Reading, PA 19601  
Ph: 610-375-7866  
Fax: 215-375-7830

HACE  
167 W. Allegheny Avenue  
2<sup>nd</sup> Floor  
Philadelphia, PA 19140  
Ph: 215-426-8025  
Fax: 215-426-9122

Media Fellowship House  
302 S. Jackson Street  
Media, PA 19063  
Ph: 610-565-0846  
Fax: 610-565-8567

Tabor Community Services, Inc.  
439 E. King Street  
Lancaster, PA 17602  
Ph: 717-397-5182  
Ph: 800-788-5062 (H.O. only)  
Fax: 717-399-4127

American Red Cross of Chester  
1729 Edgemont Avenue  
Chester, PA 19013  
Ph: 610-874-1484

Northeast Counseling Services  
5001 N. Broad Street  
Philadelphia, PA 19141  
Ph: 215-324-7500  
Fax: 215-324-8753

CCCS of Delaware Valley  
1515 Market Street  
Suite 1325  
Philadelphia, PA 19107  
Ph: 215-563-5665  
Fax: 215-563-7020

Community Housing Counseling Inc.  
Post Office Box 244  
Kennett Square, PA 19348  
Ph: 610-444-3682  
Fax: 610-444-8243

Phila Council for Community Adv.  
100 North 17<sup>th</sup> Street  
Suite 600  
Philadelphia, PA 19103  
Ph: 215-567-7803  
Fax: 215-963-9941

Community Development Corp of  
Frankford  
Group Ministry  
4620 Griscom Street  
Philadelphia, PA 19124  
Ph: 215-744-2990  
Fax: 215-744-2012

CCCS of Delaware Valley  
Marshall Building  
790 E. Market Street  
Suite 215  
West Chester, PA 19382  
Ph: 215-563-5665

American Credit Counseling Institute  
845 Coates Street  
Coatesville, PA 19320  
Ph: 888-212-6741

144 E. Dekalb Pike  
King of Prussia, PA 19406  
Ph: 610-971-2210  
Fax: 610-265-4814

755 York Road  
Suite 103  
Warminster, PA 18974  
Ph: 215-444-9429  
Fax: 215-956-6344

**CLARION COUNTY**  
CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Ph: 412-282-7812

**CLEARFIELD COUNTY**  
Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Ph: 814-535-6556  
Fax: 814-539-1688

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Fax: 814-944-5747

Indiana Co. Community Action  
Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
Ph: 724-465-2657  
Fax: 724-465-5118

CCCS of Northeastern PA  
1631 S. Atherton Street  
Suite 100  
State College, PA 16801  
Ph: 814-238-3668  
Fax: 814-238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
Ph: 814-539-6335

**CLINTON COUNTY**  
Lycoming-Clinton Counties  
Commission for Community Action (STEP)  
2138 Lincoln Street  
Post Office Box 1328  
Williamsport, PA 17703  
Ph: 570-326-0587  
Fax: 570-322-2197

CCCS of Northeastern PA  
201 Basin Street  
Williamsport, PA 17703  
Ph: 570-323-6627  
Fax: 570-323-6626

CCCS of Northeastern PA  
1631 S. Atherton Street  
Suite 100  
State College, PA 16801  
Ph: 814-238-3668  
Fax: 814-238-3669

**COLUMBIA COUNTY**  
CCCS of Northeastern Pennsylvania  
31 W. Market Street  
Post Office Box 1127  
Wilkes-Barre, PA 18702  
Ph: 570-821-0837  
Ph: 800-922-9537  
Fax: 570-821-1785

Commission on Economic Opportunity of  
Luzerne County  
163 Amber Lane  
Wilkes-Barre, PA 18702  
Ph: 570-826-0510  
Ph: 800-822-0359  
Fax: 570-829-1665 - Call before faxing  
Ph: 570-455-4994 - Hazelton  
Fax: 570-455-5631 - Call before faxing  
Ph: 570-636-4090 - Tunkhannock

1400 Abington Executive Park  
Suite 1  
Clarks Summit, PA 18411  
Ph: 570-587-9163  
Ph: 800-922-9537  
Fax: 570-587-9134  
Fax: 570-587-9135

**CRAWFORD COUNTY**  
Booker T. Washington Center  
1720 Holland Street  
Erie, PA 16503  
Ph: 814-453-5744  
Fax: 814-453-5749

John F. Kennedy Center, Inc.  
2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Ph: 814-898-0400  
Fax: 814-898-1243

Greater Erie Community Action Committee  
18 West 9<sup>th</sup> Street  
Erie, PA 16501  
Ph: 814-459-4581  
Fax: 814-456-0161

Shenango Valley Urban League, Inc.  
601 Indiana Avenue  
Farrell, PA 16121  
Ph: 412-981-5310

**CUMBERLAND COUNTY**  
CCCS of Western Pennsylvania, Inc.  
2000 Linglestown Road  
Harrisburg, PA 17102  
Ph: 717-541-1757

Urban League of Metropolitan Harrisburg  
N. 6<sup>th</sup> Street  
Harrisburg, PA 17101  
Ph: 717-234-5925  
Fax: 717-234-9459

Community Action Comm. of the Capital  
Region  
1514 Derry Street  
Harrisburg, PA 17104  
Ph: 717-232-9757  
Fax: 717-234-2227

Financial Counseling Services of Franklin  
31 West 3<sup>rd</sup> Street  
Waynesboro, PA 17268  
Ph: 717-762-3285

YWCA of Carlisle  
301 G Street  
Carlisle, PA 17013  
Ph: 717-243-3818  
Fax: 717-731-9589

Adams County Housing Authority  
139-143 Carlisle Street  
Gettysburg, PA 17325  
Ph: 717-334-1518  
Fax: 717-334-8326

#### DAUPHIN COUNTY

CCCS of Western Pennsylvania, Inc.  
2000 Linglestown Road  
Harrisburg, PA 17102  
Ph: 717-541-1757  
Fax: 717-541-4670

Community Action Commission of the  
Capital Region  
1514 Derry Street  
Harrisburg, PA 17104  
Ph: 717-232-9757  
Fax: 717-234-2227

Urban League of Metropolitan Harrisburg  
2107 N. 6<sup>th</sup> Street  
Harrisburg, PA 17101  
Ph: 717-234-5925  
Fax: 717-234-9459

**DELAWARE COUNTY**  
Acorn Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
Ph: 215-765-1221  
Fax: 215-765-1427

CCCS of Delaware Valley  
1515 Market Street  
Suite 1325  
Philadelphia, PA 19107  
Ph: 215-563-5665  
Fax: 215-864-2666

Media Fellowship House  
302 S. Jackson Street  
Media, PA 19063  
Ph: 610-565-0846  
Fax: 610-565-8567

Philadelphia Council for Community  
Advancement  
100 North 17<sup>th</sup> Street  
Suite 600  
Philadelphia, PA 19103  
Ph: 215-567-7803  
Fax: 215-963-9941

American Red Cross of Chester  
1729 Edgmont Avenue  
Chester, PA 19013  
Ph: 610-874-1484

ACCI  
175 Stratford Avenue  
Suite 1  
Wayne, PA 19087  
Ph: 610-971-2210  
Fax: 610-687-7860

Northwest Counseling Service  
5001 North Broad Street  
Philadelphia, PA 19141  
Ph: 215-324-7500  
Fax: 215-324-8753

HACE  
167 W. Allegheny Ave., 2<sup>nd</sup> Floor  
Philadelphia, PA 19140  
Ph: 215-426-8025  
Fax: 215-426-9122

Community Housing Counselor, Inc.  
Post Office Box 244  
Kennett Square, PA 19348  
Ph: 610-444-3682  
Fax: 610-444-8243

Community Devel Corp of Frankford  
Group Ministry  
4620 Griscom Street  
Philadelphia, PA 19124  
Ph: 215-744-2990  
Fax: 215-744-2012

CCCS of Delaware Valley  
280 North Providence Road  
Media, PA 19063  
Ph: 215-563-5665

ACCI  
144 E. Dekalb Pike  
King of Prussia, PA 19406  
Ph: 610-971-2210  
Pager: 610-973-6219

#### ELK COUNTY

John F. Kennedy Center, Inc.  
East 20<sup>th</sup> Street  
Erie, PA 16510  
Ph: 814-898-0400  
Fax: 814-898-1243

Northern Tier Community Action Corp  
2021  
Post Office Box 389  
135 West 4<sup>th</sup> Street  
Emporium, PA 15834  
Ph: 814-486-1161  
Fax: 814-486-0825

**ERIE COUNTY**  
Booker T. Washington Center  
1720 Holland Street  
Erie, PA 16503  
Ph: 814-453-5744  
Fax: 814-453-5749

John F. Kennedy Center, Inc.  
2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Ph: 814-898-0400  
Fax: 814-898-1243

Greater Erie Community Action  
Committee  
18 West 9<sup>th</sup> Street  
Erie, PA 16501  
Ph: 814-459-4581  
Fax: 814-456-0161

#### FAYETTE COUNTY

Action Housing, Inc.  
425 6<sup>th</sup> Avenue  
Suite 950  
Pittsburgh, PA 15219  
Ph: 412-391-1956  
Ph: 412-281-2102  
Fax: 412-391-4512

CCCS of Western Pennsylvania, Inc.  
1 North Gate Square  
2 Garden Center Drive  
Greensburg, PA 15601  
Ph: 724-838-1290

Tableland Services, Inc.  
131 North Center Avenue  
Somerset, PA 15501  
Ph: 814-445-9628  
Fax: 814-443-3690

Mon Valley Unemployed Committee  
120 E. 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Ph: 412-462-9962

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
Ph: 724-852-2893

Fayette Co Community Action Agency, Inc.  
137 North Beeson Avenue  
Uniontown, PA 15401  
Ph: 724-437-6050  
Ph: 800-427-INFO  
Fax: 724-437-4418

CCCS of Western PA  
199 Edison Street  
Uniontown, PA 15401  
Ph: 724-439-8939

**FOREST COUNTY**  
Warren-Forrest Counties Economic  
Opportunity Council  
204 Liberty Street  
Post Office Box 547  
Warren, PA 16365  
Ph: 814-726-2400  
Fax: 814-723-0510

**FRANKLIN COUNTY**  
Financial Services Unlimited  
31 West 3<sup>rd</sup> Street  
Waynesboro, PA 17268  
Ph: 717-762-3285

CCCS of Western Pennsylvania, Inc.  
912 South George Street  
York, PA 17403  
Ph: 717-846-4176

Community Action Commission of Capital  
Region  
1514 Derry Street  
Harrisburg, PA 17104  
Ph: 717-232-9757  
Fax: 717-234-2227

CCCS of Western PA  
2000 Linglestown Road  
Harrisburg, PA 17102  
Ph: 717-541-1757  
Fax: 717-541-4670

YWCA of Carlisle  
301 G Street  
Carlisle, PA 17013  
Ph: 717-243-3818  
Fax: 717-243-3948

American Red Cross-Hanover Chapter  
529 Carlisle Street  
Hanover, PA 17331  
Ph: 717-637-3768  
Fax: 717-637-3294

Urban League of Metropolitan Hbg.  
2107 N. 6<sup>th</sup> Street  
Harrisburg, PA 17101  
Ph: 717-234-5925  
Fax: 717-234-9459

**Adams County Housing Authority**  
139 - 143 Carlisle Street  
Gettysburg, PA 17325  
Ph: 717-334-1518  
Fax: 717-334-8326

**FULTON COUNTY**  
Bedford-Fulton Housing Services  
R.D. 1, Box 384  
Everett, PA 15537  
Ph: 814-623-9129  
Fax: 814-623-7187

**CCCS of Western Pennsylvania, Inc.**  
912 South George Street  
York, PA 17403  
Ph: 717-846-4176

**Financial Counseling Services of Franklin**  
31 West 3<sup>rd</sup> Street  
Waynesboro, PA 17268  
Ph: 717-762-3285

**Weatherization Office**  
917 Mifflin Street  
Huntingdon, PA 16652  
Ph: 814-643-2343

**GREENE COUNTY**  
Action Housing, Inc.  
425 6<sup>th</sup> Avenue  
Suite 950  
Pittsburgh, PA 15219  
Ph: 412-391-1956  
Ph: 412-281-2102  
Fax: 412-391-4512

**Community Action Southwest**  
22 West High Street  
Waynesburg, PA 15370  
Ph: 724-852-2893  
Fax: 724-627-7713

**Mon-Valley Unemployed Committee**  
120 E. 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Ph: 412-462-9962  
Fax: 412-462-9964

**CCCS of Western Pennsylvania, Inc.**  
1 North Gate Square  
2 Garden Center Drive  
Greensburg, PA 15601  
Ph: 724-838-1290

**HUNTINGDON COUNTY**  
Bedford-Fulton Housing Services  
R.D. 1, Box 384  
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Fax: 814-623-7187

**Weatherization Office**  
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Ph: 814-643-2343

**CCCS of Western Pennsylvania, Inc.**  
217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Fax: 814-944-5747

**INDIANA COUNTY**  
CCCS of Western Pennsylvania, Inc.  
1 North Gate Square  
2 Garden Center Drive  
Greensburg, PA 15601  
Ph: 724-838-1290

**Keystone Economic Development**  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Ph: 814-535-6556  
Fax: 814-539-1688

**Indiana Co Community Action Program**  
827 Water Street, Box 187  
Indiana, PA 15701  
Ph: 724-465-2657  
Fax: 724-465-5118

**CCCS of Western PA**  
219-A College Park Plaza  
Johnstown, PA 15904  
Ph: 814-539-6335

**JEFFERSON COUNTY**  
John F. Kennedy Center, Inc.  
2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Ph: 814-898-0400  
Fax: 814-898-1243

**Indiana County Community Action**  
Program  
827 Water Street, Box 187  
Indiana, PA 15701  
Ph: 724-465-2657  
Fax: 724-465-5118

**CCCS of Western Pennsylvania, Inc.**  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Ph: 724-282-7812

**JUNIATA COUNTY**  
CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
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Fax: 814-944-5747

**Weatherization Office**  
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**LACKAWANNA COUNTY**  
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Post Office Box 1127  
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Ph: 570-821-0837  
Ph: 800-922-9537  
Fax: 570-821-1785

1400 Abington Executive Park  
Suite 1  
Clarks Summit, PA 18411  
Ph: 570-587-9163  
Ph: 800-955-9537  
Fax: 570-587-9134  
Fax: 570-587-9135

**LANCASTER COUNTY**  
Community Housing Counselors,  
Incorporated  
Post Office Box 244  
Kennett Square, PA 19348  
Ph: 215-444-3682  
Fax: 215-444-3178

**CCCS of Western Pennsylvania, Inc.**  
912 South George Street  
York, PA 17403  
Ph: 717-846-4176

**CCCS of Lehigh Valley**  
3671 Crescent Court East  
Whitehall, PA 18052  
Ph: 215-821-4011  
Ph: 800-220-2733 (717 and 814 only)  
Fax: 215-821-8932

**Tabor Community Services, Inc.**  
439 E. King Street  
Lancaster, PA 17602  
Ph: 717-397-5182  
Ph: 800-788-5062  
Fax: 717-399-4127

**LAWRENCE COUNTY**  
CCCS of Western Pennsylvania  
1<sup>st</sup> Federal Plaza  
Suite 406  
North Mill Street  
New Castle, PA 16101  
Ph: 724-652-8074

312 Chestnut Street  
Suite 227  
Meadville, PA 16335  
Ph: 814-333-8570

**Shenango Valley Urban League, Inc.**  
601 Indiana Avenue  
Farrell, PA 16121  
Ph: 724-981-5310

**Housing Opportunities of Beaver County**  
650 Corporation St.  
Suite 207  
Beaver, PA 15009  
Ph: 724-728-7202  
Fax: 724-728-7202

**LEBANON COUNTY**  
Economic Opportunity Cabinet of Schuylkill  
County  
225 North Centre Street  
Pottsville, PA 17901  
Ph: 570-622-1995  
Fax: 570-622-0429

**Tabor Community Services, Inc.**  
439 E. King Street  
Lancaster, PA 17602  
Ph: 717-397-5182  
Ph: 800-788-5062  
Fax: 717-399-4127

**LEHIGH COUNTY**  
CCCS of Lehigh Valley  
3671 Crescent Court East  
Whitehall, PA 18052  
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Ph: 800-220-2733 (717 and 814 only)  
Fax: 610-821-8932

**Economic Opportunity Cabinet of Schuylkill**  
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225 North Centre Street  
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**LUZERNE COUNTY**  
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**Commission on Economic Opportunity of**  
Luzerne County  
163 Amber Lane  
Wilkes-Barre, PA 18702  
Ph: 570-826-0510  
Ph: 800-822-0359  
Fax: 570-829-1665 - Call before faxing  
Ph: 570-455-4994 - Hazleton  
Fax: 570-455-5631 - Call before faxing  
Ph: 570-836-4090 - Tunkhannock

**EOC of Schuylkill County**  
225 North Centre Street  
Pottsville, PA 17901  
Ph: 570-622-1995  
Fax: 570-622-0429

**LYCOMING COUNTY**

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 Ph: 570-587-9163  
 Ph: 800-922-9537  
 Fax: 570-587-9134  
 Fax: 570-587-9135

201 Basin Street  
 Williamsport, PA 17703  
 Ph: 570-323-6627  
 Fax: 570-323-6626

Lycoming-Clinton Counties Commission for  
 Community Action (STEP)  
 2138 Lincoln Street  
 Post Office Box 1328  
 Williamsport, PA 17703  
 Ph: 570-326-0587  
 Fax: 570-322-2197

**McKEAN COUNTY**

John F. Kennedy Center, Inc.  
 2021 East 20<sup>th</sup> Street  
 Erie, PA 16510  
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 Fax: 814-898-1243

Northern Tier Community Action Group  
 Post Office Box 389  
 135 W. 4<sup>th</sup> Street  
 Emporium, PA 15834  
 Ph: 814-486-1161  
 Fax: 814-486-0825

**MERCER COUNTY**

Shenango Valley Urban League, Inc.  
 601 Indiana Avenue  
 Farrell, PA 16121  
 Ph: 724-981-5310

CCCS of Western Pennsylvania, Inc.  
 YMCA Building  
 339 North Washington Street  
 Butler, PA 16001  
 Ph: 724-282-7812

**MIFFLIN COUNTY**

CCCS of Western Pennsylvania, Inc.  
 217 E. Plank Road  
 Altoona, PA 16602  
 Ph: 814-944-8100  
 Fax: 814-944-5747

CCCS of Northeastern Pennsylvania  
 1631 S. Atherton Street  
 Suite 100  
 State College, PA 16801  
 Ph: 814-238-3668  
 Fax: 814-238-3669

Weatherization Office  
 917 Mifflin Street  
 Huntingdon, PA 16652  
 Ph: 814-643-2343

**MONROE COUNTY**

CCCS of Northeastern Pennsylvania  
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 Post Office Box 1127  
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 Ph: 800-922-9537  
 Fax: 570-821-1785

9 South 7<sup>th</sup> Street  
 Stroudsburg, PA 18360  
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 Fax: 570-420-8981

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 Clarks Summit, PA 18411  
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 Ph: 800-922-9537  
 Fax: 570-587-9134  
 Fax: 570-587-9135

Comm on Economic Opportunity of  
 Luzerne County  
 163 Amber Lane  
 Wilkes-Barre, PA 18702  
 Ph: 570-826-0510  
 Ph: 800-822-0359  
 Fax: 570-829-1665 - Call before faxing  
 Ph: 570-455-4994 - Hazleton  
 Fax: 570-455-5631 - Call before faxing  
 Ph: 570-836-4090 - Tunkhannock

**MONTGOMERY COUNTY**  
 Acorn Housing Corporation  
 846 North Broad Street  
 Philadelphia, PA 19130  
 Ph: 215-765-1221  
 Fax: 215-765-1427

CCCS of Delaware Valley  
 Norristown Business Center  
 190 W. Germantown Pike, Suite 140  
 Norristown, PA 19401  
 Ph: 215-563-5865

CCCS of Delaware Valley  
 1515 Market Street, Suite 1325  
 Philadelphia, PA 19107  
 Ph: 215-563-5665  
 Fax: 215-864-2666

Northwest Counseling Service  
 5001 N. Broad Street  
 Philadelphia, PA 19141  
 Ph: 215-324-7500  
 Fax: 215-324-8753

Community Action Development Comm  
 113 E. Main Street  
 Norristown, PA 19401  
 Ph: 610-277-6363  
 Fax: 610-277-2123

Community Housing Counselors Inc.  
 Post Office Box 244  
 Kennett Square, PA 19348  
 Ph: 215-444-3682  
 Fax: 215-444-8243

Media Fellowship House  
 302 S. Jackson Street  
 Media, PA 19063  
 Ph: 610-565-0846  
 Fax: 610-565-8567

Phila Council for Community Advmnt  
 100 North 17<sup>th</sup> Street, Suite 600  
 Philadelphia, PA 19103  
 Ph: 215-567-7803  
 Fax: 215-963-9941

**American Credit Counseling Institute**  
 845 Coales St  
 Coatesville, PA 19320  
 Ph: 888-212-6741

144 E. Dekalb Pike  
 King of Prussia, PA 19406  
 Ph: 610-971-2210  
 Fax: 610-265-4814

755 York Road  
 Suite 103  
 Warminster, PA 18974  
 Ph: 215-444-9429  
 Fax: 215-956-6344

**MONTOUR COUNTY**  
CCCS of Northeastern Pennsylvania  
 31 W. Market Street

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 Clarks Summit, PA 18411  
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 Ph: 800-922-9537  
 Fax: 570-587-9134  
 Fax: 570-587-9135

**NORTHHAMPTON COUNTY**

CCCS of Lehigh Valley  
 3671 Crescent Court East  
 Whitehall, PA 18052  
 Ph: 610-821-4011  
 Ph: 800-220-2733 (717 and 814 only)  
 Fax: 610-821-8932

**NORTHUMBERLAND COUNTY**

CCCS of Northeastern Pennsylvania  
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 Post Office Box 1127  
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 Ph: 570-587-9163  
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 Fax: 570-587-9134  
 Fax: 570-587-9135

201 Basin Street  
 Williamsport, PA 17703  
 Ph: 570-323-6627  
 Fax: 570-323-6626

Economic Opportunity Cabinet of Schuylkill  
 County  
 225 North Centre Street  
 Pottsville, PA 17901  
 Ph: 570-622-1995  
 Fax: 570-622-0429

**PERRY COUNTY**

CCCS of Western Pennsylvania, Inc.  
 2000 Linglestown Road  
 Harrisburg, PA 17102  
 Ph: 717-541-1757  
 Fax: 717-541-4670

Urban League of Metropolitan Harrisburg  
 2107 N. 6<sup>th</sup> Street  
 Harrisburg, PA 17101  
 Ph: 717-234-5925  
 Fax: 717-234-9459

YWCA of Carlisle  
 301 G Street  
 Carlisle, PA 17013  
 Ph: 717-243-3818  
 Fax: 717-243-3948

Financial Counseling Services of Franklin  
 31 West 3<sup>rd</sup> Street  
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Weatherization Office  
 917 Mifflin Street  
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Community Action Commission of The  
Capital Region  
1514 Derry Street  
Harrisburg, PA 17104  
Ph: 717-232-9757  
Fax: 717-234-2227

**PHILADELPHIA COUNTY**  
Acorn Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
Ph: 215-765-1221  
Fax: 215-765-1427

Northwest Counseling Service  
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Philadelphia, PA 19141  
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Fax: 215-324-8753

CCCS of Delaware Valley  
1515 Market Street  
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Ph: 215-563-5665  
Fax: 215-664-2666

HACE  
167 W. Allegheny  
2<sup>nd</sup> Floor  
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Media Fellowship House  
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Media, PA 19063  
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Fax: 610-565-8567

PCCA  
100 North 17<sup>th</sup> Street  
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Philadelphia, PA 19103  
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Fax: 215-963-9941

CCCS of Delaware Valley  
One Cherry Hill  
Suite 215  
Cherry Hill, NJ 08002  
Ph: 215-563-5665

Housing Association of Delaware Valley  
1500 Walnut Street  
Suite 601  
Philadelphia, PA 19102  
Ph: 215-545-6010  
Fax: 215-790-9132

Housing Association of Delaware Valley  
658 North Watts Street  
Philadelphia, PA 19123  
Ph: 215-978-0224  
Fax: 215-765-7614

Community Devel. Corp. of Frankford  
Group Ministry  
4620 Griscom Street  
Philadelphia, PA 19124  
Ph: 215-744-2990  
Fax: 215-744-2012

American Credit Counseling Institute  
845 Coates Street  
Coatesville, PA 19320  
Ph: 888-212-6741

144 E. Dekab Pike  
King Of Prussia, PA 19406  
Ph: 610-971-2210  
Fax: 610-265-4814

755 York Road  
Suite 103  
Warminster, PA 18974  
Ph: 215-444-9429  
Fax: 215-956-6344

**PIKE COUNTY**  
CCCS of Northeastern Pennsylvania  
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Post Office Box 1127  
Wilkes-Barre, PA 18702  
Ph: 570-821-0837  
Ph: 800-922-9537  
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9 South 7<sup>th</sup> Street  
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Ph: 570-420-8980  
Ph: 800-922-9537  
Fax: 570-420-8981

1400 Abington Executive Park  
Suite 1  
Clarks Summit, PA 18411  
Ph: 570-587-9163  
Ph: 800-922-9537

Fax: 570-587-9134  
Fax: 570-587-9135

**POTTER COUNTY**  
Northern Tier Community Action Group  
135 West 4<sup>th</sup> Street  
Emporium, PA 15834

Ph: 814-486-1161  
Fax: 814-486-0825

**SCHUYLKILL COUNTY**  
Budget Counseling Center  
247 North Fifth Street  
Reading, PA 19601  
Ph: 610-375-7866  
Fax: 610-375-7830

Commission on Economic Opportunity  
of Luzerne Co.  
163 Amber Lane  
Wilkes-Barre, PA 18702  
Ph: 570-826-0510  
Ph: 800-822-0359  
Fax: 570-829-1665 - Call before faxing  
Ph: 570-455-4994 - Hazelton  
Fax: 570-455-5631 - Call before faxing  
Ph: 570-836-4090 - Tunkhannock

Economic Opport Cabinet of Schuylkill  
Co.  
225 N. Centre Street  
Pottsville, PA 17901  
Ph: 570-622-1995  
Fax: 570-622-0429

CCCS of Lehigh Valley  
Post Office Box A  
Whitehall, PA 18052  
Ph: 610-821-4011  
Fax: 610-821-8932

**SNYDER COUNTY**  
CCCS of Western Pennsylvania, Inc.  
2000 Linglestown Road  
Harrisburg, PA 17102  
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Fax: 717-541-4670

Community Action Commission of the  
Capital Region  
1514 Derry Street  
Harrisburg, PA 17104  
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Fax: 717-234-2227

Urban League of Metropolitan  
Harrisburg  
2107 N. 6<sup>th</sup> Street  
Harrisburg, PA 17101  
Ph: 717-234-5925  
Fax: 717-234-9459

**SOMERSET COUNTY**  
Bedford-Fulton Housing Services  
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CCCS of Western Pennsylvania, Inc.  
1 North Gate Square  
2 Garden Center Drive  
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Ph: 724-838-1290

Tableland Services Inc.  
535 East Main Street  
Somerset, PA 15501  
Ph: 814-445-9628  
Ph: 800-452-0148  
Fax: 814-443-3690

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Ph: 814-535-6556  
Fax: 814-539-1688

CCCS of Western PA  
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Johnstown, PA 15904  
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**SULLIVAN COUNTY**  
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The Trehab Center of Northeastern PA  
185 Elmira Street  
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Ph: 570-297-2101  
Fax: 570-297-2799

17 Crafton Street  
Wellsboro, PA 16901  
Ph: 570-724-5252  
Fax: 570-724-5783

103 Warren Street  
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Tunkhannock, PA 18657  
Ph: 570-836-6840  
Fax: 570-836-6332

German Street  
Post Office Box 389  
Dushore, PA 18614  
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Fax: 570-928-8144

931 Main Street  
Honesdale, PA 18431  
Ph: 570-253-8941  
Fax: 570-253-4817

7 Lake Avenue  
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Montrose, PA 18801  
Ph: 570-278-3338  
Ph: 800-982-4045  
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**SUSQUEHANNA COUNTY**

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17 Crafton Street  
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**TIOGA COUNTY**  
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**UNION COUNTY**  
Lycoming-Clinton Co Comm for Comm  
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CCCS of Western Pennsylvania, Inc.  
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Ph: 800-922-9537  
Fax: 570-821-1785

1400 Abington Executive Park  
Suite 1  
Clarks Summit, PA 18411  
Ph: 570-587-9163  
Ph: 800-922-9537  
Fax: 570-587-9134  
Fax: 570-587-9135

201 Basin Street  
Williamsport, PA 17703  
Ph: 570-323-6627  
Fax: 570-323-6626

**VENANGO COUNTY**  
Greater Erie Community Action  
Committee  
18 West 9<sup>th</sup> Street  
Erie, PA 16501  
Ph: 814-459-4581  
Fax: 814-456-0161

CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Ph: 412-282-7812

John F. Kennedy Center, Inc.  
2021 East 20<sup>th</sup> Street  
Erie, PA 16510  
Ph: 814-898-0400  
Fax: 814-898-1243

**WARREN COUNTY**  
Booker T Washington Center  
1720 Holland Street  
Erie, PA 16503  
Ph: 814-453-5744  
Fax: 814-453-5749

Greater Erie Community Action  
Committee  
18 West 9<sup>th</sup> Street  
Erie, PA 16501  
Ph: 814-459-4581  
Fax: 814-456-0161

Warren-Forrest Counties Economic  
Opportunity Council  
1209 Pennsylvania Avenue, West  
Post Office Box 547  
Warren, PA 16365  
Ph: 814-726-2400  
Fax: 814-723-0510

**WASHINGTON COUNTY**  
Action Housing, Inc.  
425 6<sup>th</sup> Avenue  
Suite 950  
Pittsburgh, PA 15219  
Ph: 412-391-1956  
Ph: 412-281-2102  
Fax: 412-391-4512

CCCS of Western Pennsylvania, Inc.  
1 North Gale Square  
2 Garden Center Drive  
Greensburg, PA 15601  
Ph: 724-838-1290

Housing Opportunities, Inc.  
133 Seventh Street  
McKeesport, PA 15132  
Ph: 412-664-1590  
Fax: 412-664-0873

Credit Counselors of PA  
401 Wood Street  
Suite 906  
Pittsburgh, PA 15222  
Ph: 412-338-9954  
Ph: 800-737-2933  
Fax: 412-338-9963

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
Ph: 724-852-2893

53 N. College Street  
Washington, PA 15301  
Ph: 724-222-8292

Mon-Valley Unemployed Committee  
120 E. 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Ph: 412-462-9962  
Fax: 412-462-9964

**WAYNE COUNTY**  
**CCCS of Northeastern Pennsylvania**  
1400 Abington Executive Park  
Suite 1  
Clarks Summit, PA 18411  
Ph: 570-587-9163  
Ph: 800-922-9537  
Fax: 570-587-9134  
Fax: 570-587-9135

9 South 7<sup>th</sup> Street  
Stroudsburg, PA 18360  
Ph: 570-420-8980  
Ph: 800-922-9537  
Fax: 570-420-8981

31 W. Market Street  
Wilkes-Barre, PA 18702  
Ph: 570-821-0837  
Ph: 800-922-9537  
Fax: 570-821-1785

**The Trehab Center of NE PA**  
185 Elmira Street  
Post Office Box 218  
Troy, PA 16947  
Ph: 570-297-2101  
Fax: 570-297-2799

17 Crafton Street  
Wellsboro, PA 16901  
Ph: 570-724-5252  
Fax: 570-724-5783

103 Warren Street  
Post Office Box 709  
Tunkhannock, PA 18657  
Ph: 570-836-6840  
Fax: 570-836-6332

German Street  
Post Office Box 389  
Dushore, PA 18614  
Ph: 570-928-9668  
Fax: 570-928-8144

931 Main Street  
Honesdale, PA 18431  
Ph: 570-253-8941  
Fax: 570-253-4817

7 Lake Avenue  
Box 339  
Montrose, PA 18801  
Ph: 570-278-3338  
Ph: 800-982-4045  
Fax: 570-278-1889

**WESTMORELAND COUNTY**

Action Housing, Inc.  
425 6<sup>th</sup> Avenue  
Suite 950  
Pittsburgh, PA 15219  
Ph: 412-391-1956  
Ph: 412-281-2102

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
Ph: 724-852-2893

CCCS of Western Pennsylvania, Inc.  
1 North Gate Square  
2 Garden Center Drive  
Greensburg, PA 15601  
Ph: 724-838-1290

Housing Opportunities, Inc.  
133 Seventh Street  
McKeesport, PA 15132  
Ph: 412-664-1590  
Fax: 412-664-0873

Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Ph: 814-535-6556  
Fax: 814-539-1888

Tableland Services Inc.  
535 East Main Street  
Somerset, PA 15501  
Ph: 814-445-9628  
Ph: 800-452-0148  
Fax: 814-443-3690

199 Edison Street  
Uniontown, PA 15401  
Ph: 724-439-8939

Indiana Co Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
Ph: 724-465-2657  
Fax: 724-465-5118

Mon-Valley Unemployed Committee  
120 E. 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Ph: 412-462-9962  
Fax: 412-462-9964

Credit Counselors of PA  
401 Wood Street  
Suite 906  
Pittsburgh, PA 15222  
Ph: 412-338-9954  
Ph: 800-737-2933  
Fax: 412-338-9963

**WYOMING COUNTY**  
Common Economics Opportunity of  
Luzerne County  
163 Amber Lane  
Wilkes-Barre, PA 18701  
Ph: 570-826-0510  
Ph: 800-822-0359  
Fax: 570-829-1665 - Call before faxing  
Ph: 570-455-4994 - Hazelton  
Fax: 570-455-5631 - Call before faxing  
Ph: 570-836-4090 - Tunkhannock

CCCS of Northeastern PA  
1400 Abington Executive Park  
Suite 1  
Clarks Summit, PA 18411  
Ph: 570-587-9163  
Ph: 800-922-9537  
Fax: 570-587-9134  
Fax: 570-587-9135

31 W. Market Street  
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Ph: 800-922-9537  
Fax: 570-821-1785

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Box 339  
Montrose, PA 18801  
Ph: 570-278-3338  
Ph: 800-982-4045  
Fax: 570-278-1889

185 Elmira Street  
Post Office Box 218  
Troy, PA 16947  
Ph: 570-297-2101  
Fax: 570-297-2799

17 Crafton Street  
Wellsboro, PA 16901  
Ph: 570-724-5252  
Fax: 570-724-5783

103 Warren Street  
Post Office Box 709  
Tunkhannock, PA 18657  
Ph: 570-836-6840  
Fax: 570-836-6332

German Street  
Post Office Box 389  
Dushore, PA 18614  
Ph: 570-928-9668  
Fax: 570-928-8144

931 Main Street  
Honesdale, PA 18431  
Ph: 570-253-8941  
Fax: 570-253-4817

**YORK COUNTY**  
American Red Cross-Hanover Chapter  
529 Carlisle Street  
Hanover, PA 17331  
Ph: 717-637-3768  
Fax: 717-637-3294

Housing Council of York  
116 North George Street  
York, PA 17401  
Ph: 717-854-1541  
Fax: 717-845-7934

CCCS of Western Pennsylvania, Inc.  
2000 Linglestown Road  
Harrisburg, PA 17102  
Ph: 717-541-1757  
Fax: 717-541-4670

Adams County Housing Authority  
139-143 Carlisle Street  
Gettysburg, PA 17325  
Ph: 717-334-1518  
Fax: 717-334-8326

CCCS of Western Pennsylvania, Inc.  
912 South George Street  
York, PA 17403  
Ph: 717-846-4176

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY  
**COUNTRYWIDE HOME LOANS, INC.**, CIVIL DIVISION  
Plaintiff Case No.: **06-1993-CD**  
vs.  
**MICHELLE YATTA,** Defendant(s)

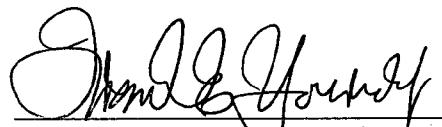
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JAN 24 2007  
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William A. Shaw  
Prothonotary/Clerk of Courts  
cc  
FILED  
JAN 24 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

**ANSWER TO COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW come(s) the defendant(s) by and through attorney Frank E. Yourick, Jr., Esquire, and make(s) the following Answer to Complaint in Mortgage Foreclosure:

1. After reasonable investigation, defendant(s) are without knowledge or information sufficient to form a belief regarding plaintiff's claim of default and the amount that is due. (Pa.R.C.P. 1029(c). The debtor(s) cannot verify the actual amounts due as this information is exclusively within the control of the plaintiff and strict proof thereof is demanded at time of trial.
2. Insofar as an answer can be made, the defendant(s) state, upon information and belief and based on the records they currently have in their possession, that they cannot determine the amount that may be due and owing, if any.

WHEREFORE, the defendant(s) pray(s) that plaintiff's complaint be dismissed or, in the alternative, this action be delayed for one hundred (120) days until the defendant(s) can bring the mortgage current.



Frank E. Yourick, Jr., Esquire  
P.O. Box 644, Murrysville, PA 15668  
(412) 243-5698 Pa. ID # 00245

VERIFICATION

FRANK E. YOURICK, JR., ESQUIRE hereby states that he is the attorney for Defendant(s) in this matter, that verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024(c) and that the statements made in the foregoing Answer to Complaint in Mortgage Foreclosure are based upon information supplied by Defendant(s) and are true and correct to the best of his knowledge, information and belief.

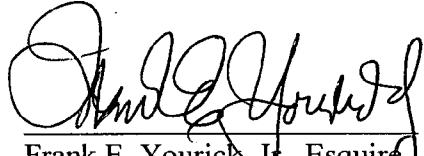


Frank E. Yourick, Jr., Esquire  
Attorney for Defendant(s)

CERTIFICATE OF SERVICE

I certify that on the **22nd** day of **January, 2007**, I served a copy of the **Answer to Plaintiff's Complaint** upon the following by US first class mail, postage prepaid:

Joseph Goldbeck, Jr., Esquire  
Suite 500 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532



Frank E. Yourick, Jr., Esquire  
Attorney for Defendant(s)  
P.O. Box 644  
Murrysville, PA 15668  
(412) 243-5698  
PA ID No.: 00245

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102199  
NO: 06-1993-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.

vs.

DEFENDANT: MICHELLE L. YATTA

FILED

013.00/2007  
MAR 06 2007

William A. Shaw  
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, December 07, 2006 AT 3:15 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MICHELLE L. YATTA DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MISSY YATTA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

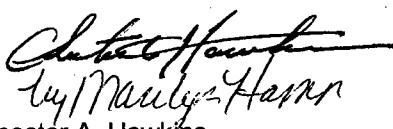
SERVED BY: HUNTER /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	277532	10.00
SHERIFF HAWKINS	GOLDBECK	277532	28.79

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

COUNTRYWIDE HOME LOANS, INC. :  
vs. : No. 06-1993-CD  
MICHELLE L. YATTA :  
:

## ORDER

AND NOW, this 1 day of May, 2007, it is the ORDER of the Court that argument on Plaintiff's Motion for Summary Judgment in the above matter has been scheduled for Wednesday, May 30, 2007 at 2:00 P.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

It is the responsibility of Plaintiff's Counsel to serve certified copies of said Petition and scheduling Order on the Defendant.

BY THE COURT:

~~FREDRIC J. AMMERMAN~~  
~~President Judge~~

FILED 3cc  
02/25/01 Atty Fein  
MAY 01 2001  
William A. Shaw  
Notary/Clerk of Courts

**GOLDBECK McCAFFERTY & McKEEVER**

BY: DAVID FEIN, ESQUIRE

Attorney I.D. #82628

Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.

MICHELLE L. YATTA  
RR 1 Box 2  
Olanta, PA 16863-9801

*Defendant*

**ATTORNEY FOR PLAINTIFF**

IN THE COURT OF COMMON PLEAS

OF Clearfield County

06-1993-CD

**AFFIDAVIT OF SERVICE**

I hereby certify that a true and correct copy of Notice of Oral Argument scheduled for May 30, 2007 at 2:00 pm at Prothonotary of Clearfield County 230 E. Market Street Clearfield, PA 16830 on Plaintiff's Motion for Summary Judgment, was sent by first class mail, postage pre-paid, upon the following on the date listed below:

Frank E. Yourick, Jr., Esquire  
P.O. Box 644  
Murrysville, PA 15668

The undersigned understands that statements herein are made subject to the penalties of 18 P.S. section 4904.

GOLDBECK McCAFFERTY & McKEEVER

Date: May 10, 2007

By:

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

**FILED**  
MAY 11 2007  
Clerk of Courts

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COUNTRYWIDE HOME LOANS INC.

vs.

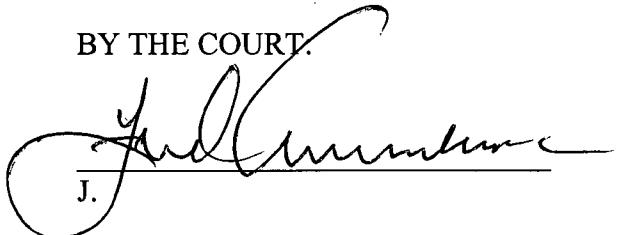
No. 06-1993-CD

MICHELLE L. YATTA

ORDER

AND NOW, this 30<sup>th</sup> day of MAY, 2007, upon consideration of Plaintiff's Motion for Summary Judgment and Defendant's response thereto, if any, it is ORDERED and DECREED that Plaintiff's Motion is GRANTED; and that Summary Judgment in mortgage foreclosure is hereby granted in favor of Plaintiff and against Defendant, with damages assessed in the amount of \$45,993.50, together with interest from December 01, 2006 to the date of Sheriff's Sale at the rate of \$8.92 per day, and for foreclosure and sale of the mortgaged premises.

BY THE COURT.



J.

Distribution list:

David Fein, Esquire, Suite 5000 – Mellon Independence Center, 701 Market Street, Philadelphia, PA 19106-1532  
FRANK E. YOURICK & ASSOCIATES, Frank E. Yourick, Jr., Esquire, P.O. Box 644 Murrysville, PA 15668

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MAY 30 2007  
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William A. Shaw  
Prothonotary/Clerk of Courts  
2 Cents to Attm

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

DATE: 5-30-07  
A

You are responsible for serving all appropriate parties.  
The Prothonotary's office has provided service to the following parties:  
 Plaintiff(s)    Plaintiff(s), Attorney    Defendant(s)    Defendant(s), Attorney    Other  
 Special Instructions:

0818

**GOLDBECK McCAFFERTY & McKEEVER**

BY: DAVID FEIN, ESQUIRE

Attorney I.D. #82628

Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**ATTORNEY FOR PLAINTIFF**

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

MICHELLE L. YATTA  
**Mortgagor and Record Owner**  
RD 1 Box 2  
Olanta, PA 16863

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-1993-CD

**PLAINTIFF'S**  
**MOTION FOR SUMMARY JUDGMENT**

AND NOW, this Plaintiff moves this Court for Summary Judgment in accordance with Pennsylvania Rule of Civil Procedure No. 1035.1 et seq. for the following reasons:

1. Plaintiff is COUNTRYWIDE HOME LOANS INC. (hereinafter "Plaintiff").
2. Defendant is MICHELLE L. YATTA (hereinafter "Defendant").
3. Plaintiff filed its Complaint in mortgage foreclosure on November 30, 2006. A true and correct copy of the Complaint is attached hereto as Exhibit A.
4. Defendant filed an Answer on or about January 22, 2007, which does not raise any issue of material fact. A true and correct copy of the Answer is attached hereto as Exhibit B.
5. Plaintiff has attached an Affidavit to the instant Motion that avers all facts necessary to prove a prima facie case in mortgage foreclosure and that corroborates the facts as plead in Plaintiff's Complaint. See Plaintiff's attached Affidavit and Memorandum of Law.

**FILED** *No CC*  
APR 26 2007  
3:12:25 PM  
APR 26 2007  
*(6)*

William A. Shaw  
Prothonotary/Clerk of Courts

**WHEREFORE**, Plaintiff moves for Summary Judgment in its favor.

Respectfully submitted,  
**GOLDBECK MCCAFFERTY & MCKEEVER**



---

DAVID FEIN, ESQUIRE  
ATTORNEY FOR PLAINTIFF

GOLDBECK McCAFFERTY & McKEEVER  
BY: Lisa A. Lee, Esquire  
Attorney I.D.#78020  
Suite 5000 -Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

MICHELLE L. YATTA  
**Mortgagor and Record Owner**  
RD 1 Box 2  
Olanta, PA 16863

IN THE COURT OF COMMON  
PLEAS

OF Clearfield COUNTY

No. 06-1993-CD

**AFFIDAVIT IN SUPPORT OF PLAINTIFF'S**  
**MOTION FOR SUMMARY JUDGMENT**

*Sue Morris*, being duly sworn according to law, deposes and says:

1. I am the Legal L.tee for and representative of Plaintiff. I am authorized to make and do make this affidavit on behalf of Plaintiff; and that the facts set forth in the foregoing Motion for Summary Judgment are true and correct to the best of my knowledge, information and belief.

2. I have personal knowledge of the matters referred to in Plaintiff's Motion and as set forth below, I make this affidavit in support of Plaintiff's Motion for Summary Judgment, that the facts set forth below are admissible in evidence and I am competent to testify to the matters stated herein.

3. The Defendant, MICHELLE L. YATTA, made, executed and delivered a Mortgage upon the premises, RD 1 Box 2, Olanta, PA 16863, on December 27, 2002 to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR AMERICA'S WHOLESALE LENDER.

4. The mortgage is held by Plaintiff.

5. The Mortgage is in default because monthly payments of principal and interest due July 01, 2006 and each month thereafter are due and unpaid. At no time from July 01, 2006 to the present has the Defendant tendered the amount of payments required to bring the Mortgage current and I have at all times been willing to accept same.

6. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant 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" to Plaintiff's Complaint. The Defendant has 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 Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

7. The amounts due and owing on the mortgage in question as of the filing of the Complaint are as follows:

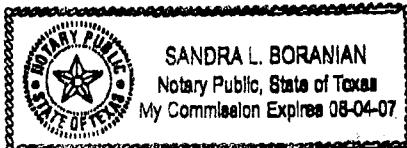
Principal Balance	\$41,317.76
Interest from 06/01/2006	\$1,632.35
through 11/30/2006 at 7.8800%	
Per Diem interest rate at \$8.92	
Reasonable Attorney's Fee	\$2,065.89
Late Charges from 07/01/2006 to 11/30/2006	\$77.50
Monthly late charge amount at \$15.50	
Costs of suit and Title Search	\$900.00
Monthly Escrow amount \$103.68	
	<hr/>
	\$45,993.50

I hereby verify that any exhibits attached hereto are true and correct copies of the originals and I declare all of the foregoing to be true and correct.

SWORN TO AND SUBSCRIBED:

before me this 14<sup>th</sup> day:

of Sandra L. Boranian, 2007:  
Notary Public



**GOLDBECK McCAFFERTY & McKEEVER**

BY: DAVID FEIN, ESQUIRE  
Attorney I.D. #82628  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**ATTORNEY FOR PLAINTIFF**

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

MICHELLE L. YATTA  
**Mortgagor and Record Owner**  
RD 1 Box 2  
Olanta, PA 16863

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

No. 06-1993-CD

**PLAINTIFF'S MEMORANDUM OF LAW**  
**IN SUPPORT OF**  
**MOTION FOR SUMMARY JUDGMENT**

**I. PROCEDURAL HISTORY**

This is an Action of Mortgage Foreclosure brought against the Defendant who is the Mortgagor and Real Owner of the real property located at RD 1 Box 2, Olanta, PA 16863 ("Property").

Plaintiff filed a Complaint and Defendant filed an Answer. Plaintiff has now moved for Summary Judgment and this memorandum is offered in support of Plaintiff's Motion. This memorandum is offered in support of the Motion.

**II. LEGAL ARGUMENT**

Summary judgment is governed by Pa.R.C.P. 1035.1 et. seq., Pa.R.C.P. 1035.2 provides that "After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment..." Summary judgment is appropriate to be entered: (1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense..." Pa.R.C.P. 1035.2(1). Pa.R.C.P. No. 1141 notes that the foregoing assumpsit rule shall apply to Actions of Mortgage Foreclosure.

Pa.R.C.P. 1035.2(2) requires the party who opposes the motion to provide the Court, in response to the motion, with "...evidence of facts essential to the . . . defense which, in a jury trial,

would require the issues to be submitted to a jury." Specifically, Pa.R.C.P. 1035.3 states, in pertinent part:

(a) The adverse party may not rest upon the mere allegations or denials of the pleadings but must file a response within thirty days after service of the motion identifying

(1) one or more issues of fact arising from evidence in the record controverting the evidence cited in support of the motion or from a challenge to the credibility of one or more witnesses testifying in support of the motion...

Plaintiff has included an affidavit in support of its Motion for Summary Judgment, pursuant to Pa. R. C. P. 1035.4, which states in relevant part:

Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the signer is competent to testify to the matters stated therein. Verified or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions, answers to interrogatories, or further affidavits.

The only issue before the Court is whether Defendant's Answer raises any legal or factual issue, which provides a basis for denying Plaintiff its request for summary judgment. Plaintiff respectfully suggests it does not.

Defendant has not responded to the allegations raised in paragraphs 1 through 4 of the complaint, and as such, is deemed to have admitted to said allegations, specifically the identities of the parties, the making, execution, delivery, recordation and assignment of the mortgage in question and the legal description of the Property.

Paragraphs 5 and 6 of the Complaint contain the specific averments of default and amounts due and owing upon the mortgage required to be averred in actions of mortgage foreclosure as set forth in Pa.R.C.P. No. 1147(4) and (5).

Defendant answers these specific averments by invoking general denials under Pennsylvania Rule of Civil Procedure 1029. Defendant denies that the amounts claimed due and unpaid are accurate. Defendant makes no specific response whatsoever regarding Defendant's failure to tender monthly payments or the amounts due and owing. Defendant cannot simply invoke Pa. R.C.P. 1029(c) when Defendant, as well as Plaintiff, has knowledge, or should have independent

knowledge of the mortgage account. Further, as case law assumes that Defendant has knowledge of her own mortgage account, Defendant is deemed to have admitted these specific allegations of default by failing to deny the allegations with any specificity. See First Wisconsin Trust Company vs. Strausser and Perlberger, 653 A.2d 688 (Pa.Super. 1995); New York Guardian Mortgagee Corporation vs. Dietzel, 524 A.2d 951 (Pa. Super 1987) Cercone vs. Cercone, 386 A.2d 1 (1978); Pa. R. C. P. No. 1029.

The lack of specific, detailed response to Plaintiff's specific averments of defaults constitutes an admission of the default and amounts due and owing upon the mortgage. See, New York Guardian Mortgagee Corporation vs. Dietzel, 362 Pa. Super 426, 524 A.2d 951 (Pa. Super 1987).

Thus, while Defendant's default is a legal conclusion, Plaintiff respectfully suggests this honorable Court should conclude, based upon the deemed admissions of the Defendant and the verified facts of Plaintiff in its affidavit in support of its Motion, that Plaintiff is entitled to summary judgment.

Defendant's general denials that the damages are incorrectly calculated is not a basis to deny Plaintiff judgment as a matter of law. Default in an action of mortgage foreclosure is an absolute. Once default under the terms of the mortgage has been established, the court must enter judgment in favor of the holder of the mortgage. The question of accounting is saved for another day, specifically, after a Sheriff's Sale of the Property. The Supreme Court of Pennsylvania held in Landau vs. Western Pennsylvania National Bank, 445 Pa. 217, 282 A.2d. 335 (1971):

The mortgagors are unquestionably entitled to an accounting, but that accounting is not due until the property is sold at Sheriff's Sale and distribution of the proceeds is made. Judgment in mortgage foreclosure action must be entered for a sum certain or no execution could ever issue on it. 445 Pa. at 226, 282 A.d. at 335.

This Supreme Court decision directs a court to enter summary judgment in favor of the plaintiff/mortgagee where the defendant/mortgagor admits the default upon the mortgage. Landau vs. W. Pa. Nat. Bank, 455, Pa. 217, 255-266, 282 A. 2d 335, 340 (1971).

Pennsylvania Courts have long and repeatedly upheld the reasonableness and enforceability of a request in an action of mortgage foreclosure for attorney's fees equal to 5% of the principal balance of the mortgage as demanded in Plaintiff's Complaint at paragraphs 6 and 7. Robinson vs. Loomis, 51 Pa. 78 (1865); Galligan vs. Heath, 260 Pa. 457 (1919); Foulke vs. Hatfield Fair Grounds

Bazaar, Inc., 196 Pa. Super Ct, 155 (1961); First Federal S&L Assn. vs. Street Road Shopping Center, 68 D & C 2d 751, 75 (Bucks County) (1974).

Moreover, as further explained in Paragraph 7 of Plaintiff's Complaint, the attorney's fees demanded in Paragraph 6 of Plaintiff's Complaint would only be collected in the event of a third party purchaser at Sheriff's Sale. Defendant continues to have the option of paying all arrears and costs up to one hour before the Sheriff's Sale in conformity with the provisions of Act 6 in which case attorney's fees will be assessed based on work actually performed. See, Pennsylvania Act 6 of 1974, 41 P.S. Section 401 et. seq.

Plaintiff is entitled to be reimbursed for its reasonable and actual attorney's fees incurred. It is respectfully suggested that should this Honorable Court find that the flat rate requested raises a genuine issue of fact, summary judgment be granted Plaintiff as to all issues except attorney's fees. Certainly, with default deemed to be admitted, it would be unfair and a waste of this Court's valuable resources to conduct a trial in this matter if the only issue of genuine fact is the demand for attorneys fees.

Defendant is deemed to have admitted paragraph 8 of the Complaint. Plaintiff submits, in paragraph 8 of its Complaint that Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendant in this action but reserves its right to bring a separate action to establish that right, if such right exists. If Defendant has received a discharge of her 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.

Defendant is deemed to have admitted Paragraph 9 of the Complaint that Plaintiff fully complied with Act 160 of 1998.

### **III. CONCLUSION**

All material averments of the within motion are verified in the attached signed and sworn affidavit pursuant to Pa.R.C.P. No. 1035. Defendant cannot simply rely upon the averments of the Answer to raise an issue of fact. Phaff vs. Gardner, 451 Pa. 146, 303 A2d 352 (1973). Accordingly, Defendant's answer admits all material facts, there are no issues of material fact and the Court should grant Plaintiff's Motion for Summary Judgment.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in its favor and against Defendant as prayed for in Plaintiff's Complaint.

Respectfully submitted,  
**GOLDBECK MCCAFFERTY & MCKEEVER**

BY:

  
\_\_\_\_\_  
DAVID FEIN, ESQUIRE  
ATTORNEY FOR PLAINTIFF

• **GOLDBECK McCAFFERTY & McKEEVER**  
BY: DAVID FEIN, ESQUIRE  
Attorney I.D. #82628  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

**ATTORNEY FOR PLAINTIFF**

MICHELLE L. YATTA  
**Mortgagor and Record Owner**  
RD 1 Box 2  
Olanta, PA 16863

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

vs.

No. 06-1993-CD

**EXHIBIT LIST**

- A. Complaint
- B. Answer
- C. Mortgage
- D. Assignment of Mortgage
- E. Note

EXHIBIT "A"

**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 - MILLION INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(215) 825-6318  
WWW.GOLDBECKLAW.COM  
ATTORNEY FOR PLAINTIFF

**ATTORNEY  
COPY**

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.

MICHELLE L. YATTA  
**Mortagor and Real Owner**  
RD 1 Box 2  
Olanta, PA 16863

*Defendant*

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 06-1993-C*  
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.

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

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

**FILED**  
11/30/2006  
NOV 30 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

A V I S O

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

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

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

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

PENNSYLVANIA BAR ASSOCIATION

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

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

**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: 800-692-7375 or 814-765-9646.
- 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 CWD-6789.

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 COUNTRYWIDE HOME LOANS INC., 7105 Ctr Rd, Suite 333, Clearfield, PA 16830, who is the Plaintiff in this Action. Plaintiff is a corporation and is not an individual.
2. The names and addresses of the Defendant is MICHELLE L. YATTA, RR 1 Box 2, Olanta, PA 16863-9801, who is the mortgagor and real owner of the mortgaged premises hereinafter described.
3. On December 27, 2002 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR AMERICA'S WHOLESALE LENDER, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200220854. The mortgage has been assigned to: COUNTRYWIDE HOME LOANS INC. by assignment of Mortgage which assignment is lodged for recording. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for July 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 .....	\$41,317.76
Interest from 06/01/2006 through 11/30/2006 at 7.8800%.....	\$1,632.35
Per Diem interest rate at \$8.92	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph.....	\$2,065.89
Late Charges from 07/01/2006 to 11/30/2006 .....	\$77.50
Monthly late charge amount at \$15.50	
Costs of suit and Title Search .....	\$900.00
Monthly Escrow amount \$103.68	
	<hr/>
	\$45,993.50

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendant in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant has 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.

9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendant 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 Defendant 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 Defendant through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

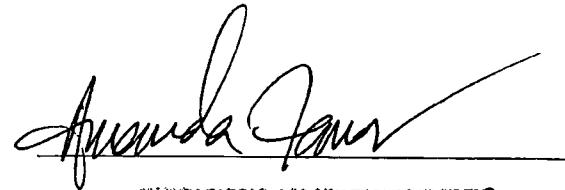
WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$45,993.50, together with interest at the rate of \$8.92, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

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

VERIFICATION

I, AMANDA FARRAR, ASSISTANT VICE PRESIDENT, 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: 11.28.06



AMANDA FARRAR, ASSISTANT VICE PRESIDENT

#21127991 - MICHELLE L. YATTA

---

# *Exhibit A*

All that certain piece or parcel of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at a spike driven in the center line of the pavement of Township Road No. T-443, leading from Olanta to New Millport, over the center line of a galvanized culvert which carries a small stream under said road; thence following the centerline of said road, South twenty (20) degrees seventeen (17) minutes twenty-four (24) seconds West eighty four and ninety eight one-hundredths (84.98) feet to another spike in said road; thence along other lands now or formerly of Oscar A. Beckman and wife, of which this parcel is a part, North seventy (70) degrees sixteen (16) minutes seventeen (17) seconds West one hundred seventy nine and fifty-eight one-hundredths (179.58) feet passing an iron pin at sixteen and five tenths (16.5) feet to another iron pin; thence along the same lands South eighty seven (87) degrees forty eight (48) minutes forty six (46) seconds West eight six and ninety-nine one-hundredths (86.99) feet to another iron pin; thence along the same lands North sixty eight (68) degrees fifty (50) minutes twenty seven (27) seconds West one hundred thirty eight and fifty-one one hundredths (138.51) feet to another iron pin; thence still along the same lands North seventeen (17) degrees twenty four (24) minutes forty three (43) seconds East one hundred seventy six and twenty five one-hundredths (176.25) feet crossing aforesaid small stream, to another iron pin set on the northeast bank of said stream, said iron pin having a reference of South sixty two (62) degrees thirty five (35) minutes fifty five (55) seconds West three hundred twenty one and seventy two one-hundredths (321.72) feet from an iron pin on the northeast line of another Township Route, No. T-441; at the corner of lands now or formerly of Ralph Cathcart and lands now or formerly of William B. Rollin, Jr., and wife, thence along the said Beckman lands South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East to the intersection of this line and the center line of said small stream, and continuing along the center line of said stream to a spike over the culvert at the place of beginning, said spike being South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East four hundred eleven and forty-two one-hundredths feet, crossing and recrossing said stream, from the aforesaid iron pin on the northeast bank of said stream. Containing 1.35 acres, less the right-of-way of the Township road, and plus or minus the small variation in area caused by the meandering of the small stream on the northeast line of said parcel, leaving a net acreage of 1.317 acres, having been surveyed on June 12, 1974, by Robert L. Kester, a licensed surveyor, a copy of said plot being hereto attached.

---

*Exhibit B*



**HOME LOANS**  
PO Box 9048  
Temecula, CA 92589-9048

**Send Payments To:**  
PO BOX 660694  
Dallas, TX 75266-0694

**Send Correspondence to:**  
PO Box 5170, MS SV314B  
Simi Valley, CA 93065



7113 8257 1470 7533 2293

**PRESORTED  
First-Class Mail  
U.S. Postage  
and Fees Paid  
WSO**

Michelle L. Yatta  
RR 1 BOX 2  
OLANTA, PA 16863-9801

080831-BLQPA1



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-five (35) 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 THIRTY-FIVE (35) 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-five (35) 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-five (35) 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.)**

#### NOTICE OF INTENT TO FORECLOSE

**YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE.**

#### YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

Rd 1 Box 2 Olanta, PA

IS SERIOUSLY IN DEFAULT because

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

<b>Monthly Payments:</b>	July, 2006	- August, 2006	(2 mos. @ \$413.65/month)	\$827.30
<b>Late Charges:</b>	July, 2006	- August, 2006	(2 mos. @ \$15.50/month)	\$31.00
<b>Other Late Charges:</b>	Total Late Charges:		\$0.00	
	Uncollected Costs:		\$0.00	
	Partial Payment Balance:		(\$0.00)	
		<b>TOTAL DUE:</b>		<b>\$858.30</b>

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

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: 21127991  
Michelle L Yata E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countrywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY-FIVE (35) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$858.30, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY-FIVE (35) DAY PERIOD.**

**Payments must be made either by cashier's check, certified check or money order made payable and sent to:**

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

**You can cure any other default by taking the following action within THIRTY-FIVE (35) 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-FIVE (35) 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-FIVE (35) 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-FIVE (35) DAY period, you will not be required to pay attorney's fees. YOU HAVE THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

**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-FIVE (35) 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>Name of Lender:</b>	<b>Countrywide Home Loans Servicing LP</b>
<b>Address:</b>	<b>P. O. Box 660694 Dallas, TX 75266-0694</b>
<b>Phone Number:</b>	<b>1-800-669-6654</b>
<b>Fax Number:</b>	<b>1-805-577-3432</b>
<b>Contact Person:</b>	<b>MS PTX-36</b>
	<b>Attention: Loan Counselor</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 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.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.

If you are unable to cure the default on or before September 30, 2006, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by September 30, 2006 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-6654.

APPENDIX C

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
CONSUMER CREDIT COUNSELING AGENCIES

**ADAMS COUNTY**

American Red Cross – Hanover Chapter  
529 Carlisle Street  
Hanover, PA 17331  
Ph: 717-637-3768  
Fax: 717-637-3294

Financial Counseling Services of Franklin  
31 West 3<sup>rd</sup> Street  
Waynesboro, PA 17268  
Ph: 717-762-3285

CCCS of Western PA  
2000 Linglestown Road  
Harrisburg, PA 17102  
Ph: 717-541-1757  
Ph: 717-541-1670

Adams County Housing Authority  
139-143 Carlisle St  
Gettysburg, PA 17325  
Ph: 717-334-1518  
Fax: 717-334-8326

**ALLEGHENY COUNTY**

Pennsylvania Housing Finance Agency  
(Marcia Hess)  
2275 Swallow Hill Road  
Building 200  
Pittsburgh, PA 15220  
Ph: 412-429-2842  
Fax: 412-429-2835

Action Housing, Inc.  
425 6<sup>th</sup> Avenue  
Suite 950  
Pittsburgh, PA 15219  
Ph: 412-391-1956  
Ph: 412-281-2102  
Ph: 800-792-2801  
Fax: 412-391-4512

CCCS of Western Pennsylvania, Inc.  
309 Smithfield Street  
Pittsburgh, PA 15222  
Ph: 412-471-7584

Urban League of Pittsburgh  
Building for Equal Opportunity  
One Smithfield Street  
Pittsburgh, PA 15222-2222  
Ph: 412-227-4802  
Fax: 412-261-5207

Mon-Valley Unemployed Committee  
120 E. 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Ph: 412-462-9962

Credit Counselors of PA  
401 Wood Street  
Suite 906  
Pittsburgh, PA 15222  
Ph: 412-338-9954  
Ph: 800-737-2933  
Fax: 412-338-9953

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
Ph: 724-852-2893

Housing Opportunities  
133 Seventh Street  
Post Office Box 9  
McKeesport, PA 15132  
Ph: 412-664-1906  
Fax: 412-664-0873

**ARMSTRONG COUNTY**

CCCS of Western Pennsylvania Inc.  
217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Ph: 814-944-5747

Credit Counselors of PA  
401 Wood Street  
Suite 908  
Pittsburgh, PA 15222  
Ph: 412-338-9954  
Ph: 800-737-2933  
Fax: 412-338-9983

Indiana Co. Community Action Program  
827 Water Street  
Box 187  
Indiana, PA 15701  
Ph: 724-465-2657  
Fax: 724-465-5118

**BEAVER COUNTY**  
Action Housing, Inc.  
425 6<sup>th</sup> Avenue  
Suite 950  
Pittsburgh, PA 15219  
Ph: 412-391-1956  
Fax: 412-391-4512

Housing Opportunities of Beaver Co., Inc.  
650 Corporation Street  
Suite 207  
Beaver, PA 15009  
Ph: 724-728-7511

Credit Counselors of PA  
401 Wood Street  
Suite 906  
Pittsburgh, PA 15222  
Ph: 412-338-9954  
Ph: 800-737-2933  
Fax: 412-338-9963

Mon-Valley Unemployed Committee  
120 E. 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Ph: 412-462-9962  
Ph: 412-462-9964

Housing Opportunities Inc.  
133 Seventh Street  
Post Office Box 9  
McKeesport, PA 15134  
Ph: 412-664-1906  
Fax: 412-664-0873

**BEDFORD COUNTY**  
Bedford-Fulton Housing Services  
10241 Lincoln Highway  
Everett, PA 15537  
Ph: 814-623-9129  
Fax: 814-623-7187

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Ph: 814-535-6556  
Fax: 814-539-1698

Weatherization Office  
917 Millin Street  
Huntingdon, PA 16652  
Ph: 814-643-2343

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road

Altoona, PA 16602  
Ph: 814-944-8100  
Fax: 814-944-5747

Tableland Services, Inc.  
535 East Main Street  
Somerset, PA 15501  
Ph: 814-445-9628  
Ph: 800-452-0148  
Fax: 814-443-3690

**BERKS COUNTY**  
Budget Counseling Center  
247 North Fifth Street  
Reading, PA 19601  
Ph: 610-375-7866  
Fax: 610-375-7830

Economic Opportunity Cabinet of Schuylkill County  
225 N. Centre Street

Pottsville, PA 17901  
Ph: 717-622-1995  
Fax: 717-622-0429

CCCS of Lehigh Valley  
3671 Crescent Court East  
Whitehall, PA 18052  
Ph: 610-821-4011  
Ph: 800-220-2733 (814 only)  
Fax: 610-821-8932

Community Housing Counselor, Inc.  
Post Office Box 244  
Kennett Square, PA 19348  
Ph: 610-444-3582  
Fax: 610-444-8243

**BLAIR COUNTY**  
Bedford-Fulton Housing Services  
R.D. 1, Box 384  
Everett, PA 15537  
Ph: 814-623-9129  
Fax: 814-623-7187

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Ph: 814-944-5747

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Ph: 814-535-6556  
Fax: 814-539-1698

Weatherization Office  
917 Millin Street  
Huntingdon, PA 16652  
Ph: 814-643-2343

**BRADFORD COUNTY**  
CCCS of Northeastern Pennsylvania  
1400 Abington Executive Park  
Suite 1  
Clarks Summit, PA 18411  
Ph: 570-587-9163  
Ph: 800-922-9537  
Fax: 570-587-9134  
Fax: 570-587-9135

31 W. Market Street  
Wilkes-Barre, PA 18702  
Ph: 570-821-0837  
Ph: 800-922-9537  
Fax: 570-821-1785

9 South 7<sup>th</sup> Street  
Stroudsburg, PA 18360  
Ph: 570-420-8980  
Ph: 800-922-9537  
Fax: 570-420-8981

1631 S. Atherton Street  
Suite 100  
State College, PA 16801  
Ph: 814-238-3668  
Fax: 814-238-3660

The Trehab Center of Northeastern PA

10 Public Avenue  
Montrose, PA 18801  
Ph: 570-278-3338  
Ph: 800-982-4045  
Fax: 570-278-1889

German Street  
Post Office Box 389  
Dushore, PA 18814  
Ph: 570-928-9668  
Fax: 570-928-8144

33 Walnut Street  
Wellsville, PA 16901  
Ph: 570-724-5252  
Fax: 570-724-5783

185 Elmira Street  
Post Office Box 218  
Troy, PA 16947  
Ph: 570-297-2101

103 Warren Street  
Post Office Box 709  
Tunkhannock, PA 18657  
Ph: 570-836-6840  
Fax: 570-836-6332

931 Main Street  
Honesdale, PA 18431  
Ph: 570-253-8941  
Fax: 570-253-4817

**BUCKS COUNTY**  
Acorn Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
Ph: 215-765-1221  
Fax: 215-765-1427

Bucks County Housing Group, Inc.  
140 East Richardson Avenue  
Langhorne, PA 19047  
Ph: 215-750-4310  
Fax: 215-750-4318

HACE  
167 Allegheny Avenue, 2<sup>nd</sup> Floor  
Philadelphia, PA 19140  
Ph: 215-426-8025  
Fax: 215-426-9122

Community Development Corp. of  
Frankford  
4620 Griscom Street  
Philadelphia, PA 19124  
Ph: 215-744-2990  
Fax: 215-744-2012

Northwest Counseling Service  
5001 North Broad Street  
Philadelphia, PA 19141  
Ph: 215-324-7500  
Fax: 215-324-8753

CCCS of Delaware Valley  
1515 Market Street – Suite 1325  
Philadelphia, PA 19107  
Ph: 215-563-5665  
Fax: 215-864-2666

CCCS of Delaware Valley  
Trevose Corporate Center  
4606 Street Road  
Trevose, PA 19047  
Ph: 215-563-5665

CCCS of Lehigh Valley  
3671 Crescent Court East  
Whitehall, PA 18052  
Ph: 610-821-4011  
Ph: 800-220-2733  
Fax: 610-821-8932

American Credit Counseling Institute  
845 Coates Street  
Coatesville, PA 19320  
Ph: 888-212-6741

144 E. Dekalb Pike  
King of Prussia, PA 19406  
Ph: 610-971-2210  
Fax: 610-265-4814

755 York Road  
Suite 103  
Warminster, PA 18974  
Ph: 215-444-9429  
Fax: 215-956-6344

**BUTLER COUNTY**  
Action Housing, Inc.  
425 6<sup>th</sup> Avenue  
Suite 950  
Pittsburgh, PA 15219  
Ph: 412-391-1956  
Ph: 412-281-2102

Housing Opportunities, Inc.  
650 Corporate St.  
Suite 207  
McKeesport, PA 15132  
Ph: 412-664-1590  
Fax: 412-664-0873

Housing Opportunities, Inc.  
133 Seventh Street  
Post Office Box 9  
McKeesport, PA 15134  
Ph: 412-664-1906  
Fax: 412-664-0873

CCCS of Western PA  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
Ph: 724-282-7812

Mon-Valley Unemployed Committee  
120 E. 9<sup>th</sup> Avenue  
Homestead, PA 15120  
Ph: 412-462-9962  
Fax: 412-462-9964

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
Ph: 412-338-9954  
Ph: 800-737-2933  
Fax: 412-338-9963

**CAMBRIA COUNTY**  
Bedford-Fulton Housing Services  
R.D. 1, Box 384  
Everett, PA 15537  
Ph: 814-623-9129  
Fax: 814-623-7187

Indiana City Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
Ph: 412-465-2657  
Fax: 412-465-5118

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
Ph: 814-539-6335

CCCS of Western PA  
217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Fax: 814-944-5747

Keystone Econ Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
Ph: 814-535-6556  
Fax: 814-539-1688

Tableland Services, Inc.  
535 East Main Street  
Somerset, PA 15501  
Ph: 814-445-9628  
Ph: 800-452-0148  
Fax: 814-443-3690

**CAMERON COUNTY**  
Northern Tier Community Action Corp.  
Post Office Box 389  
135 West 4<sup>th</sup> Street  
Emporium, PA 15834  
Ph: 814-486-1161  
Fax: 814-486-0825

CCCS of Northeastern PA  
1631 S. Atherton Street  
Suite 100  
State College, PA 16801  
Ph: 814-238-3668  
Fax: 814-238-3669

CCCS of Western PA  
217 E. Plank Road  
Altoona, PA 16602  
Ph: 814-944-8100  
Fax: 814-944-5747

**CARBON COUNTY**  
EOC of Schuylkill County  
225 N. Centre Street  
Pottsville, PA 17901  
Ph: 570-622-1995  
Fax: 570-622-0429

CCCS of Lehigh Valley  
3671 Crescent Court East  
Whitehall, PA 18052  
Ph: 610-821-4011  
Ph: 800-220-2733 (717 and 814 only)  
Fax: 610-821-0137

CCCS of Northeastern PA  
1400 Abington Executive Park  
Suite 1  
Clarks Summit, PA 18411  
Ph: 570-587-9163  
Ph: 800-922-9537  
Fax: 570-587-9134  
Fax: 570-587-9135

9 South 7<sup>th</sup> Street  
Stroudsburg, PA 18360  
Ph: 570-420-8980  
Ph: 800-922-9537  
Fax: 570-420-8981

Commission on Economic Opportunity of  
Luzerne County  
163 Amber Lane  
Wilkes-Barre, PA 18702  
Ph: 570-828-0510  
Ph: 800-822-0359  
Fax: 570-829-1665 – Call before faxing  
Ph: 570-455-4994 – Hazleton  
Fax: 570-455-5631 – Call before faxing  
Ph: 570-836-1090 – Tunkhannock

EXHIBIT "B" 99

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY

**COUNTRYWIDE HOME LOANS, INC.,**

CIVIL DIVISION

Plaintiff

Case No.: **06-1993-CD**

vs.

**MICHELLE YATTA,**

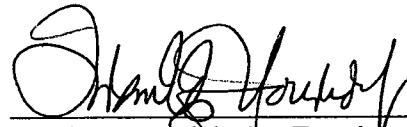
Defendant(s)

**ANSWER TO COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW come(s) the defendant(s) by and through attorney Frank E. Yourick, Jr., Esquire, and make(s) the following Answer to Complaint in Mortgage Foreclosure:

1. After reasonable investigation, defendant(s) are without knowledge or information sufficient to form a belief regarding plaintiff's claim of default and the amount that is due. (Pa.R.C.P. 1029(c). The debtor(s) cannot verify the actual amounts due as this information is exclusively within the control of the plaintiff and strict proof thereof is demanded at time of trial.
2. Insofar as an answer can be made, the defendant(s) state, upon information and belief and based on the records they currently have in their possession, that they cannot determine the amount that may be due and owing, if any.

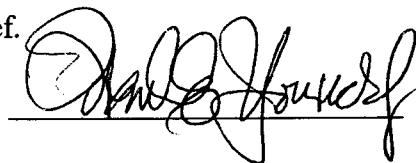
WHEREFORE, the defendant(s) pray(s) that plaintiff's complaint be dismissed or, in the alternative, this action be delayed for one hundred (120) days until the defendant(s) can bring the mortgage current.



Frank E. Yourick, Jr., Esquire  
P.O. Box 644, Murrysville, PA 15668  
(412) 243-5698 Pa. ID # 00245

## VERIFICATION

FRANK E. YOURICK, JR., ESQUIRE hereby states that he is the attorney for Defendant(s) in this matter, that verification could not be obtained within the time allowed for the filing on the pleading, that he is authorized to make this verification pursuant to Pa.R.C.P. 1024(c) and that the statements made in the foregoing Answer to Complaint in Mortgage Foreclosure are based upon information supplied by Defendant(s) and are true and correct to the best of his knowledge, information and belief.



Frank E. Yourick, Jr., Esquire  
Attorney for Defendant(s)

## CERTIFICATE OF SERVICE

I certify that on the **22nd** day of **January, 2007**, I served a copy of the **Answer to Plaintiff's Complaint** upon the following by US first class mail, postage prepaid:

Joseph Goldbeck, Jr., Esquire  
Suite 500 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532



Frank E. Yourick, Jr., Esquire  
Attorney for Defendant(s)  
P.O. Box 644  
Murrysville, PA 15668  
(412) 243-5698  
PA ID No.: 00245

EXHIBIT "C" 55

KAREN L. STARN  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
 20020354  
 RECORDED ON  
 Dec 31, 2002  
 9:23:19 AM  
 Total Pages: 17

After Recording Return To:  
 COUNTRYWIDE HOME LOANS, INC.  
 MS SV-79 DOCUMENT PROCESSING  
 1800 Tapo Canyon  
 Simi Valley, CA 93063-6712

Prepared By:

T. PORPORA

Parcel Number:

CHL

[Space Above This Line For R]

9999999

[Escrow/Closing] 610 021127991 D2 001 001  
**MORTGAGE**

MIN 1000157-0001891200-2

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 27, 2002 together with all Riders to this document.  
 (B) "Borrower" is  
 MICHELLE L YATTA, AN UNMARRIED WOMAN

Borrower is the mortgagor under this Security Instrument.

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 18

Initials: CHL, Form 3039 1/01

VMP-6A(PA) (0206) CHL (06/02) VMP MORTGAGE FORMS - (800)521-7291  
 CONVIVA



\* 2 3 9 9 1 \*



\* 0 2 1 1 2 7 9 9 1 0 0 0 0 0 1 0 0 6 A \*

SALE, WITH HEIRS AND ASSIGNS,

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

**BEGINNING** at a spike driven in the center line of the pavement of Township Road No. T-443, leading from Olanta to New Millport, over the center line of a galvanized culvert which carries a small stream under said road; thence following the centerline of said road, South twenty (20) degrees seventeen (17) minutes twenty-four (24) seconds West eighty four and ninety eight one-hundredths (84.98) feet to another spike in said road; thence along other lands now or formerly of Oscar A. Beckman and wife, of which this parcel is a part, North seventy (70) degrees sixteen (16) minutes seventeen (17) seconds West one hundred seventy nine and fifty-eight one-hundredths (179.58) feet passing an iron pin at sixteen and five tenths (16.5) feet to another iron pin; thence along the same lands South eighty seven (87) degrees forty eight (48) minutes forty six (46) seconds West eight six and ninety-nine one-hundredths (86.99) feet to another iron pin; thence along the same lands North sixty eight (68) degrees fifty (50) minutes twenty seven (27) seconds West one hundred thirty eight and fifty-one one-hundredths (138.51) feet to another iron pin; thence still along the same lands North seventeen (17) degrees twenty four (24) minutes forty three (43) seconds East one hundred seventy six and twenty five one-hundredths (176.25) feet crossing aforesaid small stream, to another iron pin set on the northeast bank of said stream, said iron pin having a reference of South sixty two (62) degrees thirty five (35) minutes fifty five (55) seconds West three hundred twenty one and seventy two one-hundredths (321.72) feet from an iron pin on the northeast line of another Township Route, No. T-441; at the corner of lands now or formerly of Ralph Cathcart and lands now or formerly of William B. Rollin, Jr., and wife; thence along the said Beckman lands South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East to the intersection of this line and the center line of said small stream, and continuing along the center line of said stream to a spike over the culvert at the place of beginning, said spike being South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East four hundred eleven and forty-two one-hundredths feet, crossing and recrossing said stream, from the aforesaid iron pin on the northeast bank of said stream. **CONTAINING** 1.35 acres, less the right-of-way of the Township road, and plus or minus the small variation in area caused by the meandering of the small stream on the northeast line of said parcel, leaving a net acreage of 1.317 acres, having been surveyed on June 12, 1974, by Robert L. Kester, a licensed surveyor, a copy of said plot being hereto attached.

**BEING** the same premises as vested unto Charles I. Smith and Lucinda A. Smith, husband and wife, by deed of Oscar A. Beckman and Dolly C. Beckman, husband and wife, dated July 2, 1974 and recorded in Clearfield County to Deed Book 686 Page 352. Thereafter, Charles I. Smith died the 4<sup>th</sup> day of October, 1985 vesting title unto Lucinda A. Smith.

Clearfield County Tax Map No. 126 - Hill - 000 - 00098

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is  
AMERICA'S WHOLESALE LENDER

Lender is a CORPORATION  
organized and existing under the laws of NEW YORK  
Lender's address is

P.O. Box 660694, Dallas, TX 75266-0694

(E) "Note" means the promissory note signed by Borrower and dated DECEMBER 27, 2002

The Note states that Borrower owes Lender

FORTY TWO THOUSAND SEVEN HUNDRED FIFTY and 00/100 Dollars  
(U.S. \$ 42,750.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2033

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] 0

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

Initials: MLY,  
Form 3039 1/01

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY of CLEARFIELD

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of  
RD 1 BOX 2, OLANTA

[Street/City]

Pennsylvania 16863- ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for

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Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the

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late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges

that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument;

Initials: *CHL*,  
Form 3099 1/01

(b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereeto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety

or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

DOC ID # 00002112799156079

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

25. **Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

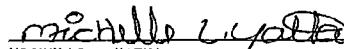
27. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

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

Witnesses:



---



MICHELLE L YATTA

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

Certificate of Residence

I, *Carl A. Liias*, do hereby certify that  
the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this

27<sup>th</sup>

day of

December 2002

*Carl A. Liias*

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

*Clearfield*

County ss:

On this, the 27<sup>th</sup> day of December, 2002, before me, the  
undersigned officer, personally appeared

*Michelle L. Yatta*

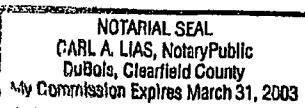
known to me (or satisfactorily proven) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they  
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires:

*Carl A. Liias*

*Notary*

Title of Officer



Initials: *MLY*  
Form 3039 1/01



-6A(PA) (0208)

CHL (06/02)

Page 16 of 16

EXHIBIT "D" 55

# CLEARFIELD COUNTY RECORDER OF DEEDS

**Karen L. Starck, Recorder**

**Maurene Inlow - Chief Deputy**

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

**GOLDBECK MCCAFFERTY & MCKEEVER**

Instrument Number - 200700289

Recorded On 1/8/2007 At 1:31:45 PM

\* Instrument Type - ASSIGNMENT

\* Total Pages - 4

Invoice Number - 160648

\* Assignor - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

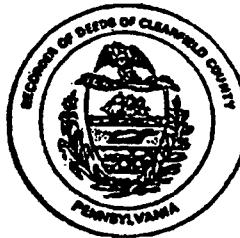
\* Assignee - COUNTRYWIDE HOME LOANS INC

\* Customer - GOLDBECK MCCAFFERTY & MCKEEVER

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$28.50

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

**Karen L. Starck**  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

# Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

Prepared By: Fuschia Burnett

Return to: GOLDBECK McCAFFERTY & McKEEVER  
Mellon Independence Center - Suite 5000  
701 Market Street  
Philadelphia, PA 19106-1532  
GMM File Number: CWD-6789

Parcel ID#: 126-H11-98

### **ASSIGNMENT OF MORTGAGE**

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS** (Assignor),  
for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration,  
the receipt of which is acknowledged, does grant, bargain, sell, assign and transfer to **COUNTRYWIDE  
HOME LOANS INC.**..

**COUNTRYWIDE HOME LOANS INC.** (Assignee),  
all of its right, title and interest, as holder of, in, and to the following described mortgage, the property  
described and the indebtedness secured by the mortgage:

Executed **MICHELLE L. YATTA**, Mortgagor(s); to **MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR AMERICA'S  
WHOLESALE LENDER.** Bearing date of: **December 27, 2002**; Amount Secured: **\$42,750.00**;  
Recorded on **December 31, 2002**; in **Instrument #200220854**; in the Recorder of Deeds Office of  
**Clearfield County, Commonwealth of Pennsylvania** ("Mortgage")

Property: **RD 1 Box 2, Olanta, PA 16863**

**AS FURTHER DESCRIBED IN EXHIBIT "A", ATTACHED AND INCORPORATED INTO THIS  
ASSIGNMENT.**

Together with the note or obligation described in the Mortgage endorsed to the Assignee, ("Note") and all  
moneys due and to become due on the Note and Mortgage, with interest. Assignee its successors, legal  
representatives and assigns shall hold all rights under the Note and Mortgage forever, subject however, to  
the right and equity of redemption, if any, of the maker(s) of the Mortgage, their heirs and assigns forever.

Assignor, by its appropriate corporate officers, has executed and sealed with its corporate seal this  
Assignment of Mortgage on this 14 day of Dec, 2006.

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS

(Affix Corporate Seal)

 (SEAL)

Name: KIMBERLY DAWSON, 1ST VICE PRESIDENT  
Title: 1ST VICE PRESIDENT

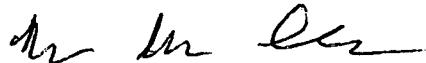
 (SEAL)

Name: DAVID SUNLIN, SR. VICE PRESIDENT  
Title: SUPERVISOR

ss: **TEXAS** ) COUNTY OF **COLLIN** )  
STATE OF \_\_\_\_\_ )

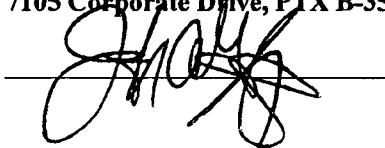
BE IT REMEMBERED, that on this 14 day of Dec, 2006, before me, the subscriber, a  
Notary Public personally appeared  
Kimberly Dawson, 1st Vice President and  
David Sunlin, Sr. Vice President of Mortgage Electronic Registration Systems

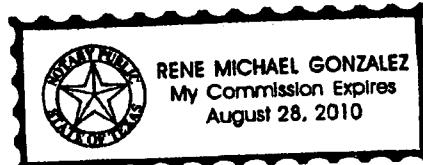
officers of Assignor, who I am satisfied are the persons who signed the within instrument and they  
acknowledged that they signed, sealed with the corporate seal and delivered the same as such officers  
aforesaid, and that the within instrument is the voluntary act and deed of such corporation made by virtue  
of a Resolution of its Board of Directors.



Notary Public  
My commission expires: 8-28-10

I hereby certify the address of the Assignee is:  
7105 Corporate Drive, PTX B-35, Plano, TX 75024-3632

  
Loan No. : 21127991



Case #: CWD-6789

All that certain piece or parcel of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at a spike driven in the center line of the pavement of Township Road No. T-443, leading from Olanta to New Millport, over the center line of a galvanized culvert which carries a small stream under said road; thence following the centerline of said road, South twenty (20) degrees seventeen (17) minutes twenty-four (24) seconds West eighty four and ninety eight one-hundredths (84.98) feet to another spike in said road; thence along other lands now or formerly of Oscar A. Beckman and wife, of which this parcel is a part, North seventy (70) degrees sixteen (16) minutes seventeen (17) seconds West one hundred seventy nine and fifty-eight one-hundredths (179.58) feet passing an iron pin at sixteen and five tenths (16.5) feet to another iron pin; thence along the same lands South eighty seven (87) degrees forty eight (48) minutes forty six (46) seconds West eight six and ninety-nine one-hundredths (86.99) feet to another iron pin; thence along the same lands North sixty eight (68) degrees fifty (50) minutes twenty seven (27) seconds West one hundred thirty eight and fifty-one one hundredths (138.51) feet to another iron pin; thence still along the same lands North seventeen (17) degrees twenty four (24) minutes forty three (43) seconds East one hundred seventy six and twenty five one-hundredths (176.25) feet crossing aforesaid small stream, to another iron pin set on the northeast bank of said stream, said iron pin having a reference of South sixty two (62) degrees thirty five (35) minutes fifty five (55) seconds West three hundred twenty one and seventy two one-hundredths (321.72) feet from an iron pin on the northeast line of another Township Route, No. T-441; at the corner of lands now or formerly of Ralph Cathcart and lands now or formerly of William B. Rollin, Jr., and wife, thence along the said Beckman lands South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East to the intersection of this line and the center line of said small stream, and continuing along the center line of said stream to a spike over the culvert at the place of beginning, said spike being South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East four hundred eleven and forty-two one-hundredths feet, crossing and recrossing said stream, from the aforesaid iron pin on the northeast bank of said stream. Containing 1.35 acres, less the right-of-way of the Township road, and plus or minus the small variation in area caused by the meandering of the small stream on the northeast line of said parcel, leaving a net acreage of 1.317 acres, having been surveyed on June 12, 1974, by Robert L. Kester, a licensed surveyor, a copy of said plot being hereto attached.

EXHIBIT 66

DECEMBER 27, 2002  
[Date]DUBOIS  
[City]PENNSYLVANIA  
[State]RD 1 BOX 2, OLANTA, PA 16863  
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 42,750.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is AMERICA'S WHOLESALE LENDER

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

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

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

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

I will make my monthly payment on the FIRST day of each month beginning on FEBRUARY 01, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JANUARY 01, 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 660694, Dallas, TX 75266-0694 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 309.97

**4. BORROWER'S RIGHT TO PREPAY**

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

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

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

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

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP MORTGAGE FORMS - (800)521-7291

Initials: MDLW

ORIGINAL

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

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

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

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

**7. GIVING OF NOTICES**

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

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

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

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

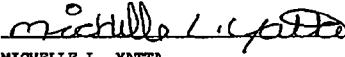
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

ORIGINAL

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

  
MICHELLE L. YATTA \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

(Seal)

(Seal)

## VERIFICATION

**DAVID FEIN, ESQUIRE** hereby states that he is the attorney for Plaintiff herein, and that all of the facts set forth in the attached Plaintiff's Motion for Summary Judgment are true and correct to the best of his knowledge, information and belief.

The undersigned understands that statements herein are made subject to the penalties of 18 P.S. section 4904.



---

David Fein, Esquire  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & McKEEVER**

BY: DAVID FEIN, ESQUIRE

Attorney I.D. #82628

Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**ATTORNEY FOR PLAINTIFF**

**COUNTRYWIDE HOME LOANS INC.**  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

MICHELLE L. YATTA  
**Mortgagor and Record Owner**  
RD 1 Box 2  
Olanta, PA 16863

IN THE COURT OF COMMON PLEAS

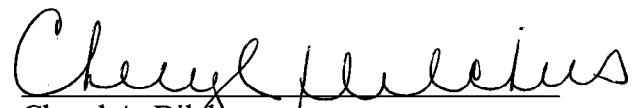
OF Clearfield COUNTY

No. 06-1993-CD

**CERTIFICATE OF SERVICE OF PLAINTIFF'S**  
**MOTION FOR SUMMARY JUDGMENT**

Cheryl A. Dilchus, hereby certifies that she did serve true and correct copies of Plaintiff's Motion for Summary Judgment, Memorandum of Law in Support and all supporting papers by first class mail, postage pre-paid upon the following on the date listed below:

FRANK E. YOURICK & ASSOCIATES  
Frank E. Yourick, Jr., Esquire  
P.O. Box 644  
Murrysville, PA 15668

  
Cheryl A. Dilchus  
Sr. Litigation Paralegal

Date: 4/25/07

**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

(215) 627-1322

**ATTORNEY FOR PLAINTIFF**

COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX B-35

Plano, TX 75024-3632

Plaintiff

vs.

MICHELLE L. YATTA

RD 1 Box 2

Olanta, PA 16863

Defendant

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

AMENDED ACTION OF MORTGAGE  
FORECLOSURE

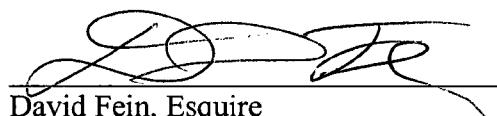
No. 06-1993-CD

**AFFIDAVIT OF SERVICE**

I hereby certify that Court Order of May 30, 2007 relative to the above captioned matter was served pursuant to Rule 440 by first class mail on counsel for Defendants, MICHELLE L. YATTA at Frank E. Yourick, Esquire, P.O. Box 644, Murrysville, PA 15668 on June 1, 2007. 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: 6/1/2007

  
David Fein, Esquire  
Attorney for Plaintiff

FILED <sup>NO CC</sup>  
MAY 11 2007  
JUN 04 2007  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

In the Court of Common Pleas of Clearfield County

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

MICHELLE L. YATTA  
(Mortgagor(s) and Record Owner(s))  
RD 1 Box 2  
Olanta, PA 16863

Defendant(s)

No. 06-1993-CD

FILED

JUN 25 2007

William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE TO

DEF.

c/o

Yours,

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 MICHELLE L. YATTA IN ACCORDANCE WITH THE  
SUMMARY JUDGMENT ORDER DATED MAY 30, 2007.

Assess damages as follows:

Debt

\$48,638.52

Interest from 06/22/2007 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 June 25, 2007, Judgment is entered in favor of  
COUNTRYWIDE HOME LOANS INC. and against MICHELLE L. YATTA IN ACCORDANCE WITH THE  
SUMMARY JUDGMENT ORDER DATED MAY 30, 2007 and damages assessed in the sum of \$48,638.52 as per the  
above certification.

Prothonotary

Rule of Civil Procedure No. 236 – Revised

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

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

No. 06-1993-CD

vs.

MICHELLE L. YATTA  
(**Mortgagors and Record Owner(s)**)  
RD 1 Box 2  
Olanta, PA 16863

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

**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: **January 10, 2007**

TO:

**MICHELLE L. YATTA**  
RD 1 Box 2  
Olanta, PA 16863

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.  
**MICHELLE L. YATTA**  
(Mortgagor(s) and Record Owner(s))  
RD 1 Box 2  
Olanta, PA 16863

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 06-1993-CD

*Defendant(s)*

TO: **MICHELLE L. YATTA**  
RD 1 Box 2  
Olanta, PA 16863

**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.

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

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

*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

VERIFICATION OF NON-MILITARY SERVICE

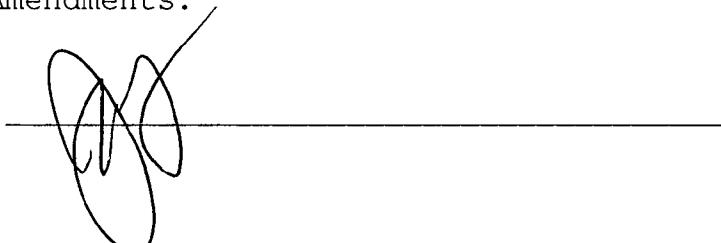
The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best 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, MICHELLE L. YATTA, is about unknown years of age, that Defendant's last known residence is C/O FRANK E. YOURICK, JR., ESQUIREP.O. BOX 644, MURRYSVILLE, PA 15668, 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:

6/21/51

A handwritten signature in black ink, appearing to read "MICHELLE L. YATTA", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'M' at the beginning.

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

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff  
vs.

MICHELLE L. YATTA  
(Mortgagor(s) and Record owner(s))  
RD 1 Box 2  
Olanta, PA 16863

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

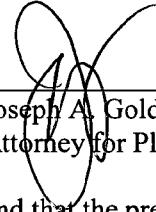
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

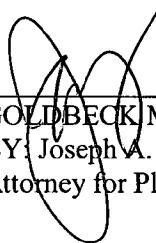
No. 06-1993-CD

**ORDER FOR JUDGMENT**

Please enter Judgment in favor of COUNTRYWIDE HOME LOANS INC., and against MICHELLE L. YATTA IN ACCORDANCE WITH THE SUMMARY JUDGMENT ORDER DATED MAY 30, 2007, in the sum of \$48,638.52.

  
\_\_\_\_\_  
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 COUNTRYWIDE HOME LOANS INC. 7105 Corporate Drive PTX B-35 Plano, TX 75024-3632 and that the name(s) and last known address(es) of the Defendant(s) is/are MICHELLE L. YATTA, C/O FRANK E. YOURICK, JR., ESQUIRE P.O. BOX 644 MURRYSVILLE, PA 15668;

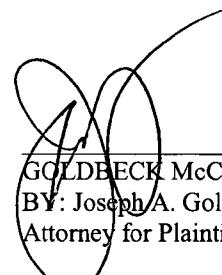
  
\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Joseph A. Goldbeck, Jr.  
Attorney for Plaintiff

**ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

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

SUMMARY JUDGMENT ORDER	\$45,993.50
ADDITIONAL INTEREST through 06/21/2007	\$1,810.76
ADDITIONAL LATE CHARGES THROUGH 6/21/07	\$108.50
ADDITIONAL ESCROW THROUGH 6/21/07	\$725.76
<hr/>	
	\$48,638.52

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

AND NOW, this 25 day of June, 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

FILED

JUN 25 2007

2007  
William A. Shaw  
Prothonotary/Clerk of Courts

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

MICHELLE L. YATTA  
Mortgagor(s) and Record Owner(s)  
RD 1 Box 2  
Olanta, PA 16863

Defendant(s)

1 copy to Plaintiff  
6 copies to Sheriff

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 06-1993-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

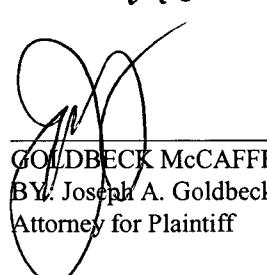
\$48,638.52

Interest from  
06/22/2007 to Date of  
Sale at 7.8800%

(Costs to be added)

Prothonotary costs

\$125.00

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

Term  
No. 06-1993-CD  
**IN THE COURT OF COMMON PLEAS**  
**COUNTRYWIDE HOME LOANS INC.**

vs.

MICHELLE L. YATTA  
(Mortgagor(s) and Record Owner(s))  
RD 1 Box 2  
Olanta, PA 16863

---

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

---

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 piece of parcel of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at a spike driven in the center line of the pavement of Township Road No. T-443, leading from Olanta to New Millport, over the center line of the a galvanized culvert which carries a small stream under said road; thence following the centerline of said road, South twenty (20) degrees seventeen (17) minutes twenty-four (24) seconds West eighty four and ninety eight one-hundredths (84.98) feet to another spike in said road; thence along other lands now or formerly of Oscar A. Beckman and wife, of which this parcel is a part, North seventy (70) degrees sixteen (16) minutes seventeen (17) West one hundred seventy nine and fifty-eight one-hundredths (179.58) feet passing an iron pin at eighty seven (87) degrees forty eight (48) minutes forty six (46) seconds West eighty six and ninety-nine one-hundredths (86.99) feet to another iron pin; thence along the same lands North sixty-eight (68) degrees fifty (50) minutes twenty seven (27) seconds West one hundred thirty eight and fifty-one one hundredths (138.51) feet another iron pin; thence still along the same lands North seventeen (17) degrees twenty four (24) minutes forty three (43) seconds East one hundred seventy six and twenty five one-hundredths (176.25) feet crossing aforesaid small stream, to another iron pin set on the northeast bank of said stream, said iron pin having a reference of South sixty two (62) degrees thirty-five (35) minutes fifty five (55) seconds West three hundred twenty one and seventy two one-hundredths (321.72) feet from an iron pin on the northeast line of another Township Route, No. T-441, at the corner of lands now or formerly of Ralph Cathcart and lands now or formerly of William B. Rollin Jr., and wife, thence along the said Beckman lands South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East to the intersection of this line and the center line of said small stream, and continuing along the center line of said stream to a spike over the culvert at the place of beginning, said spike being South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East four hundred eleven and forty-two one-hundredths feet, crossing and recrossing said stream, from the aforesaid iron pin on the northeast bank of said stream. Containing 1.35 acres, less the right-of-way of the Township road, and plus or minus the small variation in area caused by the meandering of the small stream on the northeast line of said parcel, leaving a net acreage of 1.317 acres, having been surveyed on June 12, 1974, by Robert L. Kester, a licensed surveyor, a copy of said plot being hereto attached.

Under and subject, nevertheless, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

Together with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

TAX PARCEL #: 126-H11-98

PROPERTY ADDRESS: RD 1 BOX 2, OLANTA, PA 16863

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

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

In the Court of Common Pleas of  
Clearfield County

vs.

MICHELLE L. YATTA  
RD 1 Box 2  
Olanta, PA 16863

No. 06-1993-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: RD 1 Box 2 Olanta, PA 16863

See Exhibit "A" attached

AMOUNT DUE \$48,638.52

Interest From 06/22/2007  
Through Date of Sale

(Costs to be added)

Prothonotary costs \$125.00

Dated: June 25, 2007

William A. Shaw  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy W. A. Shaw

Term  
No. 06-1993-CD

IN THE COURT OF COMMON PLEAS  
COUNTRYWIDE HOME LOANS INC.

vs.

MICHELLE L. YATTA  
Mortagor(s)  
RD 1 Box 2 Olanta, PA 16863

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$48,638.52
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 piece of parcel of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at a spike driven in the center line of the pavement of Township Road No. T-443, leading from Olanta to New Millport, over the center line of the a galvanized culvert which carries a small stream under said road; thence following the centerline of said road, South twenty (20) degrees seventeen (17) minutes twenty-four (24) seconds West eighty four and ninety eight one-hundredths (84.98) feet to another spike in said road; thence along other lands now or formerly of Oscar A. Beckman and wife, of which this parcel is a part, North seventy (70) degrees sixteen (16) minutes seventeen (17) West one hundred seventy nine and fifty-eight one-hundredths (179.58) feet passing an iron pin at eighty seven (87) degrees forty eight (48) minutes forty six (46) seconds West eighty six and ninety-nine one-hundredths (86.99) feet to another iron pin; thence along the same lands North sixty-eight (68) degrees fifty (50) minutes twenty seven (27) seconds West one hundred thirty eight and fifty-one one hundredths (138.51) feet another iron pin; thence still along the same lands North seventeen (17) degrees twenty four (24) minutes forty three (43) seconds East one hundred seventy six and twenty five one-hundredths (176.25) feet crossing aforesaid small stream, to another iron pin set on the northeast bank of said stream, said iron pin having a reference of South sixty two (62) degrees thirty-five (35) minutes fifty five (55) seconds West three hundred twenty one and seventy two one-hundredths (321.72) feet from an iron pin on the northeast line of another Township Route, No. T-441, at the corner of lands now or formerly of Ralph Cathcart and lands now or formerly of William B. Rollin Jr., and wife, thence along the said Beckman lands South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East to the intersection of this line and the center line of said small stream, and continuing along the center line of said stream to a spike over the culvert at the place of beginning, said spike being South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East four hundred eleven and forty-two one-hundredths feet, crossing and recrossing said stream, from the aforesaid iron pin on the northeast bank of said stream. Containing 1.35 acres, less the right-of-way of the Township road, and plus or minus the small variation in area caused by the meandering of the small stream on the northeast line of said parcel, leaving a net acreage of 1.317 acres, having been surveyed on June 12, 1974, by Robert L. Kester, a licensed surveyor, a copy of said plot being hereto attached.

Under and subject, nevertheless, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

Together with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

TAX PARCEL #: 126-H11-98

PROPERTY ADDRESS: RD 1 BOX 2, OLANTA, PA 16863

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

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff  
vs.  
MICHELLE L. YATTA  
(**Mortgagor(s) and Record Owner(s)**)  
RD 1 Box 2  
Olanta, PA 16863  
Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County

CIVIL ACTION - LAW  
ACTION OF MORTGAGE FORECLOSURE

No. 06-1993-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

COUNTRYWIDE HOME LOANS INC., 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:

RD 1 Box 2  
Olanta, PA 16863

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

MICHELLE L. YATTA  
C/O FRANK E. YOURICK, JR., ESQUIRE  
P.O. BOX 644  
MURRYSVILLE, PA 15668

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

MICHELLE L. YATTA  
C/O FRANK E. YOURICK, JR., ESQUIRE  
P.O. BOX 644  
MURRYSVILLE, PA 15668

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

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

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

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:

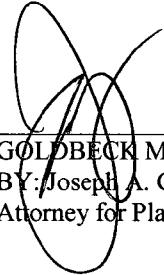
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
RD 1 Box 2  
Olanta, PA 16863

(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: June 21, 2007

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

GOLDBECK McCAFFERTY & McKEEVER  
BY: MICHAEL T. MCKEEVER, ESQ.  
ATTORNEY I.D. #56129  
SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

**COUNTRYWIDE HOME LOANS INC.**

7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

**MICHELLE L. YATTA**

Mortgagor(s) and Record Owner(s)  
RD 1 Box 2 A/K/A  
2026 Davis Road  
Olanta, PA 16863

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 06-1993-CD

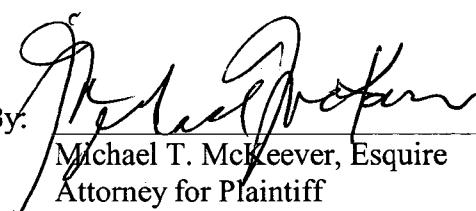
**PRAECIPE TO CORRECT PROPERTY ADDRESS**

Kindly correct the docket to reflect the correct property address of RD 1 Box 2 A/K/A  
2026 Davis Road Olanta, PA 16863.

Respectfully submitted,

GOLDBECK, McCAFFERTY & McKEEVER

By:

  
Michael T. McKeever, Esquire  
Attorney for Plaintiff

FILED  
M T 2:42 PM  
JUL 20 2007  
noce  
Clerk

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

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff  
vs.

MICHELLE L. YATTA  
Mortgagor(s) and  
Record Owner(s)

RD 1 Box 2 A/K/A  
2026 Davis Road  
Olanta, PA 16863

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 06-1993-CD

FILED No cc  
M 11 14 am  
SEP 07 2007  
JAS

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

William A. Shaw  
Prothonotary/Clerk of Courts

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.

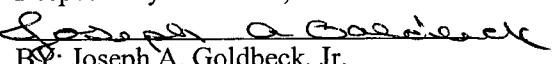
**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

( ) 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,

  
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  
of this bill)

Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	RD	RR
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			\$ 01.400	
2.				02 1M	JUL 27 2007
3.	DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830			0004241518	MAILED FROM ZIP CODE 19106
4.	TENANTS/OCCUPANTS RD 1 Box 2 A/K/A 2026-Davis Road Olania, PA 16863				
5.	YATTA, MICHELLE L. C/O FRANK E. YOURICK, JR., ESQUIRE P.O. BOX 644 MURRYSVILLE, PA 15668				
6.					
7.					
8.					

Total Number of Pieces  
Listed by Sender **4**

Total Number of Pieces  
Received at Post Office  
**4**

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

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

CWD-6789

MICHELLE L. YATTA

Complete by Typewriter, Ink, or Ball Point Pen

**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

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

MICHELLE L. YATTA  
**Mortgagor(s) and Record Owner(s)**

RD 1 Box 2 A/K/A  
2026 Davis Road  
Olanta, PA 16863

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 06-1993-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

COUNTRYWIDE HOME LOANS INC., 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:

RD 1 Box 2 A/K/A  
2026 Davis Road  
Olanta, PA 16863

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

MICHELLE L. YATTA  
C/O FRANK E. YOURICK, JR., ESQUIRE  
P.O. BOX 644  
MURRYSVILLE, PA 15668

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

MICHELLE L. YATTA  
C/O FRANK E. YOURICK, JR., ESQUIRE  
P.O. BOX 644  
MURRYSVILLE, PA 15668

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:

Frank E. Yourick, Jr., Esquire  
P.O. Box 644  
Murrysville, PA 15668

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  
RD 1 Box 2 A/K/A  
2026 Davis Road  
Olanta, PA 16863

(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 5, 2007

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20610  
NO: 06-1993-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: MICHELLE L. YATTA

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 06/25/2007

LEVY TAKEN 07/26/2007 @ 10:33 AM

POSTED 07/26/2007 @ 10:33 AM

SALE HELD 10/05/2007

SOLD TO FANNIE MAE

SOLD FOR AMOUNT \$2,000.00 PLUS COSTS

WRIT RETURNED 11/16/2007

DATE DEED FILED 11/16/2007

PROPERTY ADDRESS RD #1, BOX 2, A/K/A 2026 DAVIS ROAD OLANTA , PA 16863

**SERVICES**

08/06/2007 @ 8:55 AM SERVED MICHELLE L. YATTA

SERVED MICHELLE L. YATTA, DEFENDANT, AT HER RESIDENCE RD #1, BOX 2 A/K/A 2026 DAVIS ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHELLE L. YATTA

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

@ SERVED MICHELLE L. YATTA

FILED  
09/12/07  
NOV 16 2007  
GM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20610  
NO: 06-1993-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: MICHELLE L. YATTA

Execution REAL ESTATE

**SHERIFF RETURN**

SHERIFF HAWKINS \$283.27

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

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

*Chester A. Hawkins*  
*By: Jennifer Butler-Angelica*  
Chester A. Hawkins  
Sheriff

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

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

In the Court of Common Pleas of  
Clearfield County

vs.

MICHELLE L. YATTA  
RD 1 Box 2  
Olanta, PA 16863

No. 06-1993-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: RD 1 Box 2 Olanta, PA 16863

See Exhibit "A" attached

AMOUNT DUE	\$48,638.52
Interest From <u>06/22/2007</u> Through Date of Sale	
(Costs to be added)	
Prothonotary costs	<u>\$125.00</u>

Dated: June 25, 2007

William A. Shan  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy W. O. H.

Received this writ this 25<sup>th</sup> day  
of June A.D. 2007  
At 3:00 A.M./P.M.

Chester A. Haudens  
Sheriff by Cynthia Butler, Deputy Sheriff

Term  
No. 06-1993-CD

IN THE COURT OF COMMON PLEAS  
COUNTRYWIDE HOME LOANS INC.

vs.

MICHELLE L. YATTA

Mortagor(s)

RD 1 Box 2 Olatna, PA 16663

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	<u>\$48,638.52</u>
INTEREST from	\$ _____
COSTS PAD.	\$ _____
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 piece of parcel of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Beginning at a spike driven in the center line of the pavement of Township Road No. T-443, leading from Olanta to New Millport, over the center line of the a galvanized culvert which carries a small stream under said road; thence following the centerline of said road, South twenty (20) degrees seventeen (17) minutes twenty-four (24) seconds West eighty four and ninety eight one-hundredths (84.98) feet to another spike in said road; thence along other lands now or formerly of Oscar A. Beckman and wife, of which this parcel is a part, North seventy (70) degrees sixteen (16) minutes seventeen (17) West one hundred seventy nine and fifty-eight one-hundredths (179.58) feet passing an iron pin at eighty seven (87) degrees forty eight (48) minutes forty six (46) seconds West eighty six and ninety-nine one-hundredths (86.99) feet to another iron pin; thence along the same lands North sixty-eight (68) degrees fifty (50) minutes twenty seven (27) seconds West one hundred thirty eight and fifty-one one hundredths (138.51) feet another iron pin; thence still along the same lands North seventeen (17) degrees twenty four (24) minutes forty three (43) seconds East one hundred seventy six and twenty five one-hundredths (176.25) feet crossing aforesaid small stream, to another iron pin set on the northeast bank of said stream, said iron pin having a reference of South sixty two (62) degrees thirty-five (35) minutes fifty five (55) seconds West three hundred twenty one and seventy two one-hundredths (321.72) feet from an iron pin on the northeast line of another Township Route, No. T-441, at the corner of lands now or formerly of Ralph Cathcart and lands now or formerly of William B. Rollin Jr., and wife, thence along the said Beckman lands South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East to the intersection of this line and the center line of said small stream, and continuing along the center line of said stream to a spike over the culvert at the place of beginning, said spike being South sixty one (61) degrees twenty five (25) minutes thirty five (35) seconds East four hundred eleven and forty-two one-hundredths feet, crossing and recrossing said stream, from the aforesaid iron pin on the northeast bank of said stream. Containing 1.35 acres, less the right-of-way of the Township road, and plus or minus the small variation in area caused by the meandering of the small stream on the northeast line of said parcel, leaving a net acreage of 1.317 acres, having been surveyed on June 12, 1974, by Robert L. Kester, a licensed surveyor, a copy of said plot being hereto attached.

Under and subject, nevertheless, to all exceptions, reservations, conditions and restrictions as contained in prior Deeds in the chain of title.

Together with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right title and interest, property, claim and demand whatsoever of the said Grantors, their heirs and assigns, in law, equity, or otherwise, howsoever, in and to the same, and every part thereof.

TAX PARCEL #: 126-I11-98

PROPERTY ADDRESS: RD 1 BOX 2 A/K/A 2026 DAVIS ROAD, OLANTA, PA 16863

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME MICHELLE L. YATTA NO. 06-1993-CD

NOW, November 15, 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 Michelle L. Yatta 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 \$2,000.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	10.67
MILEAGE	15.00
POSTING	10.67
CSDS	15.00
COMMISSION	10.00
POSTAGE	40.00
HANDBILLS	4.92
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	25.00
ADD'L MILEAGE	32.01
ADD'L LEVY	15.00
BID AMOUNT	2,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	10.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$283.27</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$30.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	48,638.52
INTEREST @ %	0.00
FROM 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	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$48,658.52</b>
<b>COSTS:</b>	
ADVERTISING	656.26
TAXES - COLLECTOR	451.20
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	283.27
LEGAL JOURNAL COSTS	190.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,881.23</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