

06-2021-CD

LaSalle Bank vs James Brumberg

LaSalle Bank vs James Brumberg et al
2006-2021-CD

MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID # 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee : COURT OF COMMON PLEAS
for the MLMI Trust Series 2006- : CLEARFIELD COUNTY
SD1 :
c/o Wilshire Credit Corporation :
14523 SW Millikan Way, :
Suite 200 : Case No: 06-2021-CD
Beaverton, OR 97005 :
Plaintiff :
vs. :
James Brumberg and Manuela :
Brumberg :
98 Oklahoma Salem Road :
Du Bois, PA 15801 :
Defendants

FILED Atty pd. 85.00
M 112-56801
DEC 04 2006
JAN 2007
William A. Shaw
Sheriff
Prothonotary/Clerk of Courts

CIVIL ACTION - MORTGAGE FORECLOSURE

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

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 this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELEGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

ADVISOR

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta a sentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea a visado que si usted no se defiende, la corte toma ra medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros de rechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO VAYA EN PERSONA O TELEFONA A LA OFICINA ESCRITA ABAJO. ESTA OFICINA LE PUEDE PROVER INFORMACION SOBRE COMO CONTRATAR A UN ABOGADO. SI USTED NO TIENE EL DINERO SUFFICIENTE PARA CONTRATAR A UN ABOGADO, LE PODEMOS DAR INFORMACION SOBRE AGENCIAS QUE PROVEEN SERVICIO LEGAL A PERSONAS ELEGIBLE PARA SERVICIOS A COSTO REDUCIDO O GRATUITO.

4-27-07 Document

Reinstated/Released to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

DAVID S. MAHOLICK,

COURT ADMINISTRATOR

CLEARFIELD COUNTY COURTHOUSE

CLEARFIELD, PA 16830

(814) 765-2641 EXT. 5982

05-10-2007 Document

Reinstated/Released to Sheriff/Attorney
for service.

William A. Shaw
Deputy Prothonotary

Government of
Quebec
Ministry of Education
Ministère de l'Éducation
Province of Quebec
Province du Québec
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Province of Quebec
Province du Québec

**THIS IS AN ATTEMPT TO COLLECT A DEBT
ANY INFORMATION OBTAINED MAY BE
USED FOR THAT PURPOSE**

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15. U.S.C. §1692, et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY(30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REUQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECFCIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID# 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee : COURT OF COMMON PLEAS
for the MLMI Trust Series 2006- : CLEARFIELD COUNTY
SD1 :
c/o Wilshire Credit Corporation :
14523 SW Millikan Way, :
Suite 200 : Case No:
Beaverton, OR 97005 :
Plaintiff :
vs. :
James Brumberg and Manuela :
Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

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

1. Plaintiff is LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1, a bank organized and existing under federal law, with offices for the conduct of business c/o their servicing agent, Wilshire Credit Corporation at 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005.

2. Defendants, James Brumberg and Manuela Brumberg are the mortgagors and real owners of premises 98 Oklahoma Salem Road, Du Bois, PA 15801, hereinafter described, whose last known address is listed in the above caption.

3. Plaintiff brings this action in mortgage foreclosure against defendants, mortgagors and real owners, to foreclose a certain indenture of mortgage made, executed and delivered by the above named defendants, mortgagors and real owners to Mortgage Electronic Registration Systems, Inc., as Nominee for MIT Lending on March 10, 2005, which mortgage was recorded on April 8, 2005 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #200505080, secured on premises 98 Oklahoma Salem Road, Du Bois, PA 15801 a true and correct description of which is attached hereto as Exhibit I.

4. The mortgage has since been assigned in writing to the Plaintiff, LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1, which Assignment was recorded on November 13, 2006 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #200619023.

5. Plaintiff alleges each and every term, condition and covenant in the aforesaid mortgage, and hereby incorporates them herein by reference thereto.

6. The aforesaid mortgage is in default in that monthly installments of principal and interest have not been made in conformity with the terms of the mortgage, from June 2006 and each month thereafter, up to and including the present time.

7. Under the terms of the aforesaid mortgage, upon default of payments set forth in the mortgage documents, the entire principal balance and all interest due thereon are collectible forthwith.

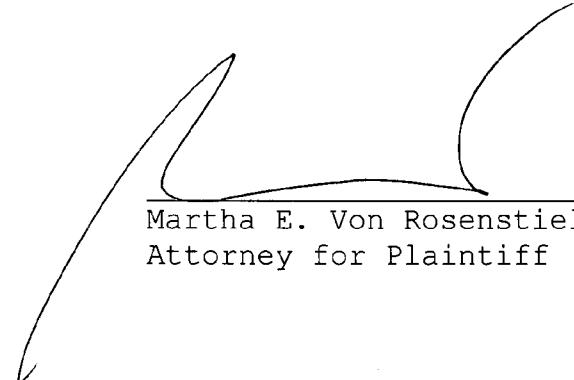
8. The following is an itemized statement of the amount due plaintiff under the terms of the aforesaid mortgage:

Principal Balance	\$46,029.99
Interest from 05/01/06 to 12/01/06	
At \$12.30 per diem	\$ 2,644.50
Accrued late charges to 12/01/06	\$ 99.50
Accrued Escrow deficit to 12/01/06	\$ 1,457.98
Corporate Advances	\$ 175.50
NSF Fees	\$ 20.00
Attorney's fee (5% of unpaid Principal Balance)	\$ 2,301.50
Title Information Certificate	\$ 515.00
Photostats and Postage	\$ 50.00
Notarizations	\$ 10.00
 TOTAL	 \$53,303.97

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's sale. If the mortgage is reinstated prior to the Sheriff's sale, reasonable attorney's fees will be charged based on work actually performed.

10. Plaintiff sent to defendants, mortgagors and real owners a combined Notice and Warning of Intention to Foreclose and Notices of Homeowners' Emergency Mortgage Assistance Act of 1983 advising of rights available under the statutes. To date payments have not been received and Act 91 assistance has not been granted although the applicable time periods provided by statute have expired (Exhibit II).

WHEREFORE, plaintiff demands judgment for foreclosure and sale of the mortgaged premises in the amount of \$53,303.97, plus per diem interest at \$12.30 from December 2, 2006 to the date of judgment plus costs thereon.



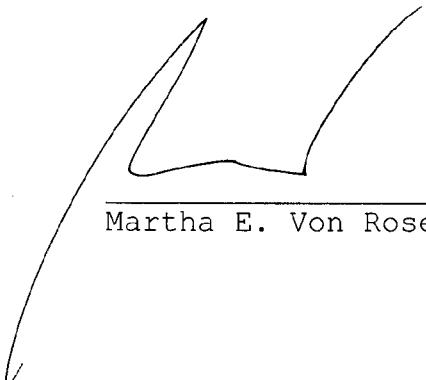
Martha E. Von Rosenstiel
Attorney for Plaintiff

VERIFICATION

MARTHA E. VON ROSENSTIEL, ESQUIRE, of full age, verifies that she is the attorney for the plaintiff in the foregoing action; that she is authorized to make this verification on behalf of plaintiff; and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

This verification is being executed by the attorney for plaintiff in accordance with Pa R.C.P. 1024(c) as a signed verification could not be obtained by plaintiff within the time allowed for filing of the pleading.

I understand that false statements herein are made subject to penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities.



Martha E. Von Rosenstiel

LEGAL DESCRIPTION

ALL THAT CERTAIN messuage or piece of land situate in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the public road leading from the State Highway Northerly to Salem Station at a point 490 feet North of an alley and on the East boundary line of said public road; thence by said public road Northerly 105 feet to a post at other lands of former grantors; thence by other lands of former grantors, easterly and at right angles with the said public road 207 feet 6 inches to a post; thence still by lands of former grantor Southerly and parallel with the said public road leading from the said highway to Salem 105 feet to a post; thence by land of former grantor Westerly 207 feet 6 inches to the East boundary line of said public highway and place of beginning. and containing 1/2 acre of land, net measure.

EXCEPTING AND RESERVING from said land all of the coal, oil and gas, clay or other minerals underlying the same, with the right of ingress, egress and regress to enter upon the above described lands to mine and remove the said minerals and carry the same away, without damage for breaking or disturbing the surface thereof and without surface support of any kind or charter, as well as the diversion of water or waters flowing through, in, upon or under said lands.

TAX PARCEL #107-C5-80

EXHIBIT 

Wilshire Credit Corporation
P.O. Box 7195
Pasadena, CA 91109-7195

DATE: 10/26/06

19957-TM

TO: James Brumberg and Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

FOR PROPERTY ADDRESS:

98 Oklahoma Salem Road
Du Bois, PA 15801

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your
home.

This Notice explains how the program works.

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

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

EXHIBIT 

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

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

HOMEOWNER'S NAME(S) James Brumberg and Manuela Brumberg

PROPERTY ADDRESS: 98 Oklahoma Salem Road, Du Bois, PA 15801

LOAN ACCOUNT NO: #: 458382

CURRENT LENDER/SERVICER: Wilshire Credit Corporation

SERVICER FOR: LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the

Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at 98 Oklahoma Salem Road, Du Bois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments <u>06/01/06 to 10/01/06</u>		
@ \$398.00	per month	\$1,990.00
Late Charges		\$ 118.06
Escrow advances		\$1,930.70
NSF Charges		\$ 25.00
Corporate advances		\$ 170.50
Suspense		(\$ 2.00)
TOTAL AMOUNT PAST DUE		\$4,232.26

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Wilshire Credit Corporation, 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 8 months from the date set forth in this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Wilshire Credit Corporation

Address: 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

Phone Number: 1-800-635-9698

Contact Person: LOAN RESOLUTION DEPARTMENT

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

ASSUMPTION OF MORTGAGE – You may or XX may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all

the outstanding payments, charges and attorney" 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 MORTGAGE 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 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.

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Ave,

State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza

Johnstown, PA 15904
888-511-2227

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

Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane

Johnstown, PA 15901
(814) 535-6556

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
649 South Avenue, Suite 6
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee for the MLMI
Trust Series 2006-SD1

: COURT OF COMMON PLEAS
: Clearfield COUNTY

Plaintiff

vs.

James Brumberg and Manuela Brumberg

Defendant(s)

: Case No: 06-2021-CD

PRAECIPE TO SUBSTITUTE VERIFCATION

TO THE PROTHONOTARY:

Kindly substitute the verification of Dory Goebel for the verification of Martha E. von Rosenstiel attached to Plaintiff's Complaint in Mortgage Foreclosure that was filed on or about December 4, 2006.

Martha E. Von Rosenstiel, Esquire
Attorney for Plaintiff

Dated: December 14, 2006

FILED NOCC
M12-54601
DEC 15 2006
GR

William A. Shaw
Prothonotary/Clerk of Courts

Loan # 458382

VERIFICATION

Darry Goebel hereby states that he/she is the **Authorized Agent** of Wilshire Credit Corporation, attorney in fact for (LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1), plaintiff herein; that he/she is duly authorized to make this Verification on behalf of Plaintiff and verifies that the statements made in the foregoing pleading/document are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.


BY: Darry Goebel
Title: **Authorized Agent**
Wilshire Credit Corporation, attorney-in-
fact for (LaSalle Bank, N.A. as Trustee for the
MLMI Trust Series 2006-SD1), Plaintiff

Dated: 12/1/06

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **102214**

LASALLE BANK, N.A. Trustee

Case # **06-2021-CD**

vs.

JAMES BRUMBERG AND MANUELA BRUMBERG

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 08, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES BRUMBERG, DEFENDANT. 98 OKLAHOMA SALEM ROAD, DUBOIS, PA. "EMPTY".

SERVED BY: /

FILED
03/13/07
MAR 08 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **102214**

LASALLE BANK, N.A. Trustee

Case # **06-2021-CD**

vs.

JAMES BRUMBERG AND MANUELA BRUMBERG

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 08, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MANUELA BRUMBERG, DEFENDANT. 98 OKLAHOMA SALEM ROAD, DUBOIS, PA. "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102214
NO: 06-2021-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: LASALLE BANK, N.A. Trustee
vs.
DEFENDANT: JAMES BRUMBERG AND MANUELA BRUMBERG

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ROSENSTIEL	16027	20.00
SHERIFF HAWKINS	ROSENSTIEL	16027	35.91

Sworn to Before Me This

____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID # 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee : COURT OF COMMON PLEAS
for the MLMI Trust Series 2006- : CLEARFIELD COUNTY
SD1 :
c/o Wilshire Credit Corporation :
14523 SW Millikan Way, :
Suite 200 : Case No: 06-2021-CD
Beaverton, OR 97005 :

Plaintiff :
vs. :
James Brumberg and Manuela :
Brumberg :
98 Oklahoma Salem Road :
Du Bois, PA 15801 :

Defendants

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

DEC 04 2006

William L. Hause
Prothonotary/
Clerk of Courts

CIVIL ACTION - MORTGAGE FORECLOSURE

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

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 this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW. THIS
OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT
HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A
LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU
WITH INFORMATION ABOUT AGENCIES THAT MAY
OFFER LEGAL SERVICES TO ELEGIBLE PERSONS AT A
REDUCED FEE OR NO FEE.**

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INMEDIATAMENTE. SI NO TIENE ABOGADO VAYA EN
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GRATUITO.**

DAVID S. MAHOLICK,
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 5982

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IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID# 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee : COURT OF COMMON PLEAS
for the MLMI Trust Series 2006- : CLEARFIELD COUNTY
SD1 :
c/o Wilshire Credit Corporation :
14523 SW Millikan Way, :
Suite 200 : Case No:
Beaverton, OR 97005 :
Plaintiff :
vs. :
James Brumberg and Manuela :
Brumberg :
98 Oklahoma Salem Road :
Du Bois, PA 15801

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

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

1. Plaintiff is LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1, a bank organized and existing under federal law, with offices for the conduct of business c/o their servicing agent, Wilshire Credit Corporation at 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005.

2. Defendants, James Brumberg and Manuela Brumberg are the mortgagors and real owners of premises 98 Oklahoma Salem Road, Du Bois, PA 15801, hereinafter described, whose last known address is listed in the above caption.

3. Plaintiff brings this action in mortgage foreclosure against defendants, mortgagors and real owners, to foreclose a certain indenture of mortgage made, executed and delivered by the above named defendants, mortgagors and real owners to Mortgage Electronic Registration Systems, Inc., as Nominee for MIT Lending on March 10, 2005, which mortgage was recorded on April 8, 2005 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #200505080, secured on premises 98 Oklahoma Salem Road, Du Bois, PA 15801 a true and correct description of which is attached hereto as Exhibit I.

4. The mortgage has since been assigned in writing to the Plaintiff, LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1, which Assignment was recorded on November 13, 2006 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #200619023.

5. Plaintiff alleges each and every term, condition and covenant in the aforesaid mortgage, and hereby incorporates them herein by reference thereto.

6. The aforesaid mortgage is in default in that monthly installments of principal and interest have not been made in conformity with the terms of the mortgage, from June 2006 and each month thereafter, up to and including the present time.

7. Under the terms of the aforesaid mortgage, upon default of payments set forth in the mortgage documents, the entire principal balance and all interest due thereon are collectible forthwith.

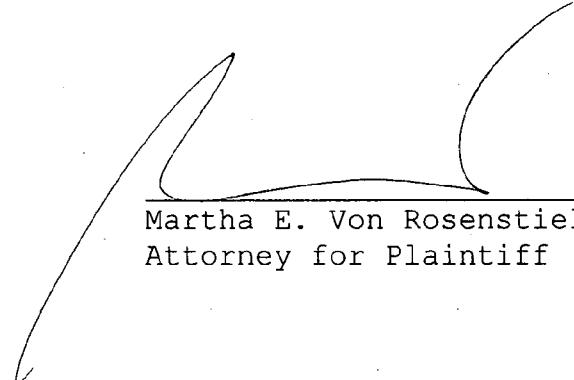
8. The following is an itemized statement of the amount due plaintiff under the terms of the aforesaid mortgage:

Principal Balance	\$46,029.99
Interest from 05/01/06 to 12/01/06	
At \$12.30 per diem	\$ 2,644.50
Accrued late charges to 12/01/06	\$ 99.50
Accrued Escrow deficit to 12/01/06	\$ 1,457.98
Corporate Advances	\$ 175.50
NSF Fees	\$ 20.00
Attorney's fee (5% of unpaid Principal Balance)	\$ 2,301.50
Title Information Certificate	\$ 515.00
Photostats and Postage	\$ 50.00
Notarizations	\$ 10.00
 TOTAL	 \$53,303.97

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's sale. If the mortgage is reinstated prior to the Sheriff's sale, reasonable attorney's fees will be charged based on work actually performed.

10. Plaintiff sent to defendants, mortgagors and real owners a combined Notice and Warning of Intention to Foreclose and Notices of Homeowners' Emergency Mortgage Assistance Act of 1983 advising of rights available under the statutes. To date payments have not been received and Act 91 assistance has not been granted although the applicable time periods provided by statute have expired (Exhibit II).

WHEREFORE, plaintiff demands judgment for foreclosure and sale of the mortgaged premises in the amount of \$53,303.97, plus per diem interest at \$12.30 from December 2, 2006 to the date of judgment plus costs thereon.



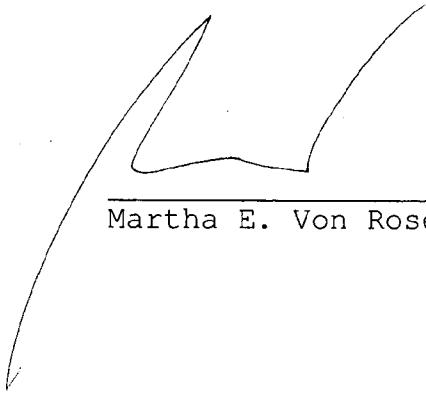
Martha E. Von Rosenstiel
Attorney for Plaintiff

VERIFICATION

MARTHA E. VON ROSENSTIEL, ESQUIRE, of full age, verifies that she is the attorney for the plaintiff in the foregoing action; that she is authorized to make this verification on behalf of plaintiff; and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

This verification is being executed by the attorney for plaintiff in accordance with Pa R.C.P. 1024(c) as a signed verification could not be obtained by plaintiff within the time allowed for filing of the pleading.

I understand that false statements herein are made subject to penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities.



Martha E. Von Rosenstiel

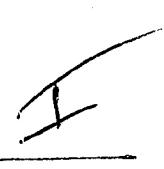
LEGAL DESCRIPTION

ALL THAT CERTAIN messuage or piece of land situate in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the public road leading from the State Highway Northerly to Salem Station at a point 490 feet North of an alley and on the East boundary line of said public road; thence by said public road Northerly 105 feet to a post at other lands of former grantors; thence by other lands of former grantors, easterly and at right angles with the said public road 207 feet 6 inches to a post; thence still by lands of former grantor Southerly and parallel with the said public road leading from the said highway to Salem 105 feet to a post; thence by land of former grantor Westerly 207 feet 6 inches to the East boundary line of said public highway and place of beginning, and containing 1/2 acre of land, net measure.

EXCEPTING AND RESERVING from said land all of the coal, oil and gas, clay or other minerals underlying the same, with the right of ingress, egress and regress to enter upon the above described lands to mine and remove the said minerals and carry the same away, without damage for breaking or disturbing the surface thereof and without surface support of any kind or charter, as well as the diversion of water or waters flowing through, in, upon or under said lands.

TAX PARCEL #107-C5-80

EXHIBIT 

Wilshire Credit Corporation
P.O. Box 7195
Pasadena, CA 91109-7195

DATE: 10/26/06

19957-TM

TO: James Brumberg and Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

FOR PROPERTY ADDRESS:

98 Oklahoma Salem Road
Du Bois, PA 15801

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your
home.

This Notice explains how the program works.

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

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

EXHIBIT 

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

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

HOMEOWNER'S NAME(S) James Brumberg and Manuela Brumberg

PROPERTY ADDRESS: 98 Oklahoma Salem Road, Du Bois, PA 15801

LOAN ACCOUNT NO: #: 458382

CURRENT LENDER/SERVICER: Wilshire Credit Corporation

SERVICER FOR: LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the

Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at 98 Oklahoma Salem Road, Du Bois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments <u>06/01/06 to 10/01/06</u>		
@ \$398.00	per month	\$1,990.00
Late Charges		\$ 118.06
Escrow advances		\$1,930.70
NSF Charges		\$ 25.00
Corporate advances		\$ 170.50
Suspense		(\$ 2.00)
TOTAL AMOUNT PAST DUE		\$4,232.26

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Wilshire Credit Corporation, 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 8 months from the date set forth in this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: **Wilshire Credit Corporation**

Address: **14523 SW Millikan Way, Suite 200, Beaverton, OR 97005**

Phone Number: **1-800-635-9698**

Contact Person: **LOAN RESOLUTION DEPARTMENT**

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

ASSUMPTION OF MORTGAGE – You may or XX may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all

the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Ave,

State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza

Johnstown, PA 15904
888-511-2227

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

Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane

Johnstown, PA 15901
(814) 535-6556

MARTHA E. VON ROSENSTIEL, ESQUIRE
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Attorney ID # 52634

Attorney for Plaintiff

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for the MLMI Trust Series 2006- : CLEARFIELD COUNTY

SD1

c/o Wilshire Credit Corporation :
14523 SW Millikan Way,
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Beaverton, OR 97005

Case No: 06-2021-CD

Plaintiff

vs.
James Brumberg and Manuela
Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

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DEC 04 2006

Defendants

Attest.

Wendell
Prothonotary/
Clerk of Courts

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MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID# 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee : COURT OF COMMON PLEAS
for the MLMI Trust Series 2006- : CLEARFIELD COUNTY
SD1 :
c/o Wilshire Credit Corporation :
14523 SW Millikan Way, :
Suite 200 : Case No:
Beaverton, OR 97005 :
Plaintiff :
vs. :
James Brumberg and Manuela :
Brumberg :
98 Oklahoma Salem Road :
Du Bois, PA 15801

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

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

1. Plaintiff is LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1, a bank organized and existing under federal law, with offices for the conduct of business c/o their servicing agent, Wilshire Credit Corporation at 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005.

2. Defendants, James Brumberg and Manuela Brumberg are the mortgagors and real owners of premises 98 Oklahoma Salem Road, Du Bois, PA 15801, hereinafter described, whose last known address is listed in the above caption.

3. Plaintiff brings this action in mortgage foreclosure against defendants, mortgagors and real owners, to foreclose a certain indenture of mortgage made, executed and delivered by the above named defendants, mortgagors and real owners to Mortgage Electronic Registration Systems, Inc., as Nominee for MIT Lending on March 10, 2005, which mortgage was recorded on April 8, 2005 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #200505080, secured on premises 98 Oklahoma Salem Road, Du Bois, PA 15801 a true and correct description of which is attached hereto as Exhibit I.

4. The mortgage has since been assigned in writing to the Plaintiff, LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1, which Assignment was recorded on November 13, 2006 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #200619023.

5. Plaintiff alleges each and every term, condition and covenant in the aforesaid mortgage, and hereby incorporates them herein by reference thereto.

6. The aforesaid mortgage is in default in that monthly installments of principal and interest have not been made in conformity with the terms of the mortgage, from June 2006 and each month thereafter, up to and including the present time.

7. Under the terms of the aforesaid mortgage, upon default of payments set forth in the mortgage documents, the entire principal balance and all interest due thereon are collectible forthwith.

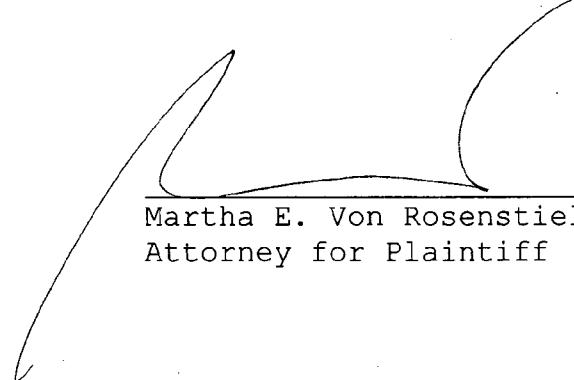
8. The following is an itemized statement of the amount due plaintiff under the terms of the aforesaid mortgage:

Principal Balance	\$46,029.99
Interest from 05/01/06 to 12/01/06	
At \$12.30 per diem	\$ 2,644.50
Accrued late charges to 12/01/06	\$ 99.50
Accrued Escrow deficit to 12/01/06	\$ 1,457.98
Corporate Advances	\$ 175.50
NSF Fees	\$ 20.00
Attorney's fee (5% of unpaid Principal Balance)	\$ 2,301.50
Title Information Certificate	\$ 515.00
Photostats and Postage	\$ 50.00
Notarizations	\$ 10.00
 TOTAL	 \$53,303.97

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's sale. If the mortgage is reinstated prior to the Sheriff's sale, reasonable attorney's fees will be charged based on work actually performed.

10. Plaintiff sent to defendants, mortgagors and real owners a combined Notice and Warning of Intention to Foreclose and Notices of Homeowners' Emergency Mortgage Assistance Act of 1983 advising of rights available under the statutes. To date payments have not been received and Act 91 assistance has not been granted although the applicable time periods provided by statute have expired (Exhibit II).

WHEREFORE, plaintiff demands judgment for foreclosure and sale of the mortgaged premises in the amount of \$53,303.97, plus per diem interest at \$12.30 from December 2, 2006 to the date of judgment plus costs thereon.



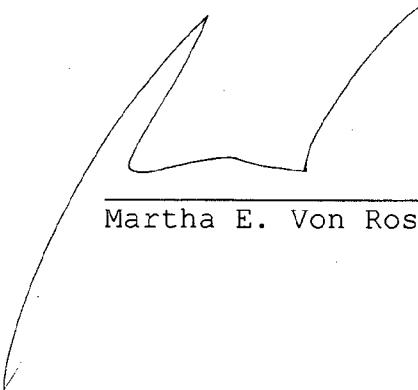
Martha E. Von Rosenstiel
Attorney for Plaintiff

VERIFICATION

MARTHA E. VON ROSENSTIEL, ESQUIRE, of full age, verifies that she is the attorney for the plaintiff in the foregoing action; that she is authorized to make this verification on behalf of plaintiff; and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

This verification is being executed by the attorney for plaintiff in accordance with Pa R.C.P. 1024(c) as a signed verification could not be obtained by plaintiff within the time allowed for filing of the pleading.

I understand that false statements herein are made subject to penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities.



Martha E. Von Rosenstiel

LEGAL DESCRIPTION

ALL THAT CERTAIN messuage or piece of land situate in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the public road leading from the State Highway Northerly to Salem Station at a point 490 feet North of an alley and on the East boundary line of said public road; thence by said public road Northerly 105 feet to a post at other lands of former grantors; thence by other lands of former grantors, easterly and at right angles with the said public road 207 feet 6 inches to a post; thence still by lands of former grantor Southerly and parallel with the said public road leading from the said highway to Salem 105 feet to a post; thence by land of former grantor Westerly 207 feet 6 inches to the East boundary line of said public highway and place of beginning, and containing 1/2 acre of land, net measure.

EXCEPTING AND RESERVING from said land all of the coal, oil and gas, clay or other minerals underlying the same, with the right of ingress, egress and regress to enter upon the above described lands to mine and remove the said minerals and carry the same away, without damage for breaking or disturbing the surface thereof and without surface support of any kind or charter, as well as the diversion of water or waters flowing through, in, upon or under said lands.

TAX PARCEL #107-C5-80

EXHIBIT 

Wilshire Credit Corporation
P.O. Box 7195
Pasadena, CA 91109-7195

DATE: 10/26/06

19957-TM

TO: James Brumberg and Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

FOR PROPERTY ADDRESS:

98 Oklahoma Salem Road
Du Bois, PA 15801

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your
home.

This Notice explains how the program works.

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

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

EXHIBIT 

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

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

HOMEOWNER'S NAME(S) James Brumberg and Manuela Brumberg

PROPERTY ADDRESS: 98 Oklahoma Salem Road, Du Bois, PA 15801

LOAN ACCOUNT NO: #: 458382

CURRENT LENDER/SERVICER: Wilshire Credit Corporation

SERVICER FOR: LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the

Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at 98 Oklahoma Salem Road, Du Bois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments <u>06/01/06 to 10/01/06</u>		
@ \$398.00	per month	\$1,990.00
Late Charges		\$ 118.06
Escrow advances		\$1,930.70
NSF Charges		\$ 25.00
Corporate advances		\$ 170.50
Suspense		(\$ 2.00)
TOTAL AMOUNT PAST DUE		\$4,232.26

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Wilshire Credit Corporation, 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 8 months from the date set forth in this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Wilshire Credit Corporation

Address: 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

Phone Number: 1-800-635-9698

Contact Person: LOAN RESOLUTION DEPARTMENT

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

ASSUMPTION OF MORTGAGE – You may or XX may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all

the outstanding payments, charges and attorney" 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 ANOTEHR LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS MORTGAGE 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 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.

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Ave,

State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza

Johnstown, PA 15904
888-511-2227

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

Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane

Johnstown, PA 15901
(814) 535-6556

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
C/O WILSHIRE CREDIT CORP 14523 SW :
MILLIKAN WAY, SUITE 200 :
BEAVERTON, OR 97005, :
CASE NO: 06-2021-CD

PLAINTIFF

VS.

JAMES BRUMBERG AND MANUELA
BRUMBERG
98 OKLAHOMA SALEM ROAD
DU BOIS, PA 15801

DEFENDANT

ORDER

It is ORDERED, on this _____ day of _____, 2007 that Plaintiff's Petition for service of process on the above captioned defendant, pursuant to Pa. R.C.P. 430(a) is

GRANTED

DENIED

Permitting service of the Complaint and all subsequent notices by posting of premises located at 98 Oklahoma Salem Road, Du Bois, PA 15801 and by regular mail and certified mail to the same address.

BY THE COURT:

J.

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
 Martha E. Von Rosenstiel
 649 South Avenue, Unit 6
 Secane, PA 19018
 610 328-2887
 Attorney I.D.# 52634

CA
FILED

MAR 30 2007

2/12/07
 William A. Shaw
 Prothonotary/Clerk of Courts

1 cent to Army

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
 THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
 C/O WILSHIRE CREDIT CORP 14523 SW :
 MILLIKAN WAY, SUITE 200 :
 BEAVERTON, OR 97005, :
 :
 : CASE NO: 06-2021-CD

PLAINTIFF

VS.

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 BRUMBERG
 98 OKLAHOMA SALEM ROAD
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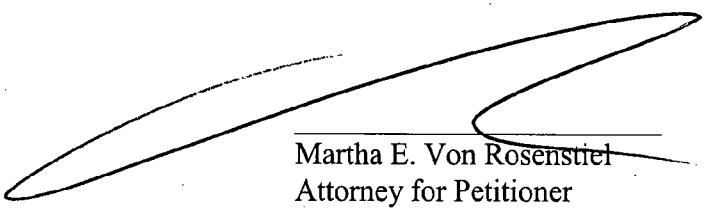
DEFENDANTS

MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT

Movant, by its counsel, Martha E. Von Rosenstiel, Esquire, moves this Honorable Court for an Order directing service of the Complaint and all subsequent notices upon the above captioned defendants by regular mail and certified mail and by posting of the premises and in support thereof avers the following:

1. Plaintiff has been unable to serve the Complaint. The Return of Service is attached hereto as Exhibit I.
2. Pursuant to Pennsylvania Rules of Civil Procedure 430, plaintiff has made a good faith effort to locate the defendants.
3. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results therefore are attached hereto as Exhibit II.

WHEREFORE, plaintiff respectfully requests this Honorable Court enter an Order to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint and all subsequent notices by certified and regular mail and by posting of the premises.



Martha E. Von Rosenstiel
Attorney for Petitioner

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
Martha E. Von Rosenstiel
649 South Avenue, Unit 6
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
C/O WILSHIRE CREDIT CORP 14523 SW :
MILLIKAN WAY, SUITE 200 :
BEAVERTON, OR 97005 :
CASE NO: 06-2021-CD

PLAINTIFF

VS.

JAMES BRUMBERG AND MANUELÁ
BRUMBERG
98 OKLAHOMA SALEM ROAD
DU BOIS, PA 15801

DEFENDANT

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule the plaintiff may move the Court for a special order directing the method of service. The Motion shall be accompanied by an Affidavit stating the nature and extent of the investigation that has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

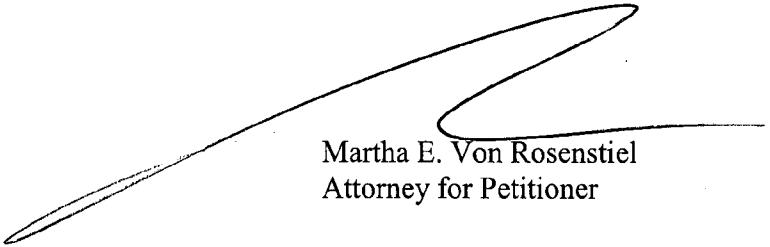
Note: A sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales v. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address required a "good faith effort" to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976)

An illustration of good faith effort to locate the Defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the Defendant and (3) examination of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As set forth in the Return of Service, marked Exhibit I, the plaintiff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the defendants has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked Exhibit II.

WHEREFORE, plaintiff respectfully requests service of the Complaint and all subsequent notices by certified and regular mail and by posting of the premises.

Respectfully Submitted,



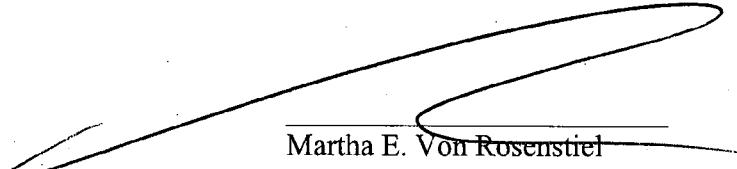
Martha E. Von Rosenstiel
Attorney for Petitioner

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA:
SS
COUNTY OF DELAWARE

Martha E. Von Rosenstiel, Esquire, of full age, verifies that she is the attorney for the plaintiff in the foregoing action; that she is fully familiar with the facts in this matter; and that the statements made in the foregoing Motion for Service of the Complaint and all subsequent notices pursuant to Special Order of Court are true and correct to the best of her knowledge, information and belief.

I understand that false statements herein are made subject to penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities.


Martha E. Von Rosenstiel

19951CSV
In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **102214**

Case # 06-2021-CD

ASALLE BANK, N.A. Trustee

vs.

JAMES BRUMBERG AND MANUELA BRUMBERG

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 08, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES BRUMBERG, DEFENDANT. 98 OKLAHOMA SALEM ROAD, DUBOIS, PA. "EMPTY".

SERVED BY: /

EXHIBIT I

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # 102214

Case # 06-2021-CD

LASALLE BANK, N.A. Trustee

VS.

JAMES BRUMBERG AND MANUELA BRUMBERG

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW March 08, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MANUELA BRUMBERG, DEFENDANT. 98 OKLAHOMA SALEM ROAD, DUBOIS, PA. "EMPTY".

SERVED BY: /

EXHIBIT

A handwritten mark consisting of a vertical line with a diagonal line extending from its upper right, and a shorter horizontal line at the bottom right.

19957CRI Reasonable Investigation
Report

FULL SPECTRUM LEGAL SERVICES, INC.
AFFIDAVIT OF GOOD FAITH INVESTIGATION

File Number: 19957-TM

Attorney Firm: Law Offices of Marty Von Rosenstiel

Subject: James Brumberg & Manuela Brumberg

Property Address: 98 Oklahoma Salem Road, Du Bois, PA 15801

I, Brendan Booth, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct

James Brumberg - 218-58-xxxx

Manuela Brumberg - 182-64-xxxx

B. EMPLOYMENT SEARCH

James Brumberg & Manuela Brumberg - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that James Brumberg & Manuela Brumberg reside(s) at: 98 Oklahoma Salem Road, Du Bois, PA 15801.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which indicated that James Brumberg & Manuela Brumberg reside(s) at: 98 Oklahoma Salem Road, Du Bois, PA 15801. On 10-26-06 our office made several telephone calls to the subjects' phone number, (814) 583-7560 and received the following information: automated voicemail.

III. INQUIRY OF NEIGHBORS

On 10-24-06 our office attempted to contact Karen Beckwith, 83 Oklahoma Salem Road, Du Bois, PA 15801, (814) 583-5043 and received the following information: spoke with an unidentified female who could not confirm or deny that the subject reside(s) at 98 Oklahoma Salem Road, Du Bois, PA 15801.

Using both our White Pages data base and our National Address data base our office was unable to locate any additional neighbors for 98 Oklahoma Salem Road, Du Bois, PA 15801.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 10-26-06 we reviewed the National Address database and found the following information: James Brumberg & Manuela Brumberg- 98 Oklahoma Salem Road, Du Bois, PA 15801.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: no addresses on file.

EXHIBIT

V. OTHER INQUIRIES

A. DEATH RECORDS

As of 10-26-06 Vital Records and all public databases have no death record on file for James Brumberg & Manuela Brumberg.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for James Brumberg & Manuela Brumberg residing at: last registered address.

VI. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

James Brumberg - 08-25-1950

Manuela Brumberg - 02-22-1966

B. A.K.A.

James F. Brumberg

Manuela R. Brumberg AKA Manuela Oaks AKA Manuela Barneck

*** Our accessible databases have been checked and cross-referenced for the above named individual(s).**

*** Please be advised our database information indicates the subject resides at the current address.**

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing states made by me are willfully false, I am subject to punishment.

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa C.S. Sec. 4904 relating to unsworn falsification to authorities.

Brendan Booth

AFFIANT - Brendan Booth
Full Spectrum Legal Services, Inc.

Sworn to and subscribed before me this 26th day of October 2006.

The above information is obtained from available public records
and we are only liable for the cost of the affidavit.

kls

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
Martha E. Von Rosenstiel, Esquire
649 South Avenue, Suite 7
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

FILED

MAR 30 2007

William A. Shaw
Prothonotary/Clerk of Courts

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
C/O WILSHIRE CREDIT CORP 14523 SW :
MILLIKAN WAY, SUITE 200 :
BEAVERTON, OR 97005, :
: CASE NO: 06-2021-CD

PLAINTIFF

VS.
JAMES BRUMBERG AND MANUELA
BRUMBERG
98 OKLAHOMA SALEM ROAD
DU BOIS, PA 15801

FILED

MAR 30 7

William A.
thorotary/Cle.

DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that on March 28, 2007 a true and correct copy of the enclosed Motion for Special Order for Service of Complaint in Mortgage Foreclosure and All Subsequent Pleadings, was made on all parties and/or their legal of record below, by first class mail, postage prepaid, as follows:

James Brumberg and Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

Martha E. Von Rosenstiel, Esquire
Attorney for Plaintiff

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

LASALLE BANK, N.A. as Trustee for the MLMI TRUST
SERIES 2006-SD1 C/O WILSHIRE CREDIT CORP.
14523 SW MILLIKAN WAY, SUITE 200
BEAVERTON, OR 97005,
Plaintiff

vs.

NO. 06-2021-CD

JAMES BRUMBERG and MANUELA BRUMBERG,
Defendants

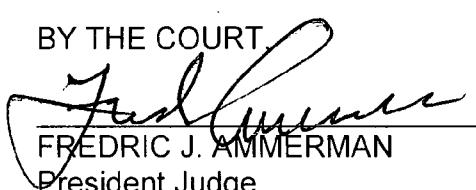
O R D E R

NOW, this 2nd day of April, 2007, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendants **JAMES BRUMBERG and**
MANUELA BRUMBERG by:

1. Publication one time in The Courier Express (DuBois) and the
Clearfield County Legal Journal;
2. By first class mail to 98 Oklahoma Salem Road, DuBois,
Pennsylvania 15801;
3. By certified mail, return receipt requested, 98 Oklahoma Salem Road,
DuBois, Pennsylvania 15801; and
4. By posting the mortgaged premises known in this herein action as
98 Oklahoma Salem Road, DuBois, Pennsylvania 15801.

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

BY THE COURT


FREDRIC J. AMMERMAN
President Judge

FILED

04/10/06 5:13 CC Atty
APR 03 2007 Rosenstiel

William A. Shaw
Prothonotary/Clerk of Courts

(GK)

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
649 South Avenue, Suite 6
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
c/o Wilshire Credit Corp 14523 SW Millikan :
Way, Suite 200 :
Beaverton, OR 97005 :
Case No: 06-2021-CD

Plaintiff

vs.

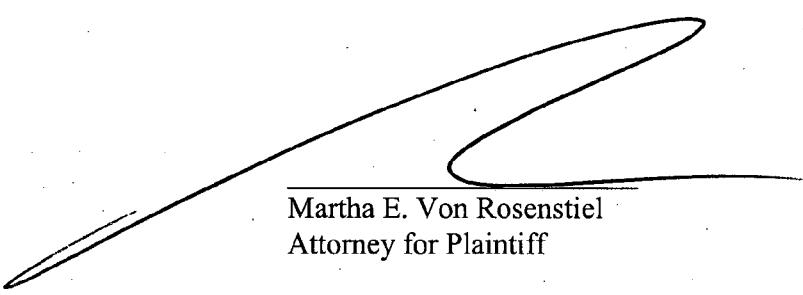
JAMES BRUMBERG AND MANUELA
BRUMBERG
98 Oklahoma Salem Road
Du Bois, PA 15801

Defendants

PRAECIPE TO REINSTATE COMPLAINT IN MORTGAGE FORECLOSURE

To the Prothonotary:

Kindly reinstate the Complaint in Mortgage Foreclosure in the above matter.


Martha E. Von Rosenstiel
Attorney for Plaintiff

Dated: April 24, 2007

FILED NO cc
m/d/37/07
APR 27 2007 Atty pd. 7.00

William A. Shaw
Prothonotary/Clerk of Courts
2 Compl. Reinstate
to Sheriff a
6/10

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
649 South Avenue, Unit 6
Secane, PA 19018
610 328-2887
Attorney I.D. # 52634

Attorney for Plaintiff

LASALLE BANK, N.A. AS TRUSTEE FOR	:	COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1	:	CLEARFIELD COUNTY
Plaintiff	:	
vs.	:	
JAMES BRUMBERG AND MANUELA	:	Case No: 06-2021-CD
BRUMBERG	:	
James Brumberg and Manuela	:	
Brumberg	:	
98 Oklahoma Salem Road	:	
Du Bois, PA 15801	:	
Defendant(s)		

CERTIFICATION OF SERVICE

Martha E. Von Rosenstiel, Esquire, hereby certifies that she is the attorney for the plaintiff herein and that service of the Civil Action in Mortgage Foreclosure in the above matter was made upon on the defendants by certified mail and by regular mail, pursuant to Court Order on May 2, 2007.

This verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: May 02, 2007

Martha E. Von Rosenstiel
Attorney for Plaintiff

FILED *ICC A4*
mja:25cm Von Rosenstiel
MAY 07 2007
cm

William A. Shaw
Prothonotary/Clerk of Courts

**U.S. Postal Service
CERTIFIED MAIL_{TM} RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Indemnity Required)		
Local Delivery Fee		
Delivery Date, 4 Digits	\$	

James Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

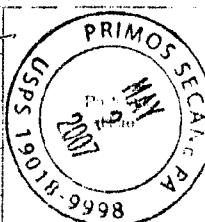


17957
C.S.U. 17957

**U.S. Postal Service
CERTIFIED MAIL_{TM} RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Indemnity Required)		
Local Delivery Fee		
Delivery Date, 4 Digits	\$	

Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801



17957
C.S.U. 17957

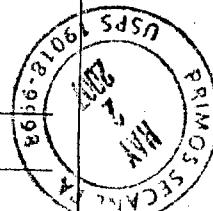
U.S. POSTAL SERVICE CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

MARTHA VON ROSENSTIEL, P.C.
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018

One piece of ordinary mail addressed to:

James Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801



17957
C.S.U. 17957

Affix fee here in stamps
Or meter postage and
Post mark. Inquire of
Postmaster for current
fees.

PS Form 3817, Mar.1989

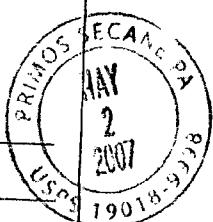
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Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801



17957
C.S.U. 17957

Affix fee here in stamps
Or meter postage and
Post mark. Inquire of
Postmaster for current
fees.

PS Form 3817, Mar.1989

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, Suite 7
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY

Plaintiff

vs. : Case No: 06-2021-CD

JAMES BRUMBERG AND MANUELA
BRUMBERG

Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT IN MORTGAGE FORECLOSURE

To the Prothonotary:

Kindly reinstate the Complaint in Mortgage Foreclosure in the above matter.

Martha E. Von Rosenstiel
Attorney for Plaintiff

DATED: May 9, 2007

FILED Atty pd. 7.00
MAY 10 2007 1 cc and
1 Complaint
William A. Shaw
Prothonotary/Clerk of Courts
Reinstated to Sheriff
(GR)

MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID # 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee : COURT OF COMMON PLEAS
for the MLMI Trust Series 2006- : CLEARFIELD COUNTY
SD1 :
c/o Wilshire Credit Corporation :
14523 SW Millikan Way, :
Suite 200 : Case No: *Ac-9021-CD*
Beaverton, OR 97005 :
Plaintiff :
vs. :
James Brumberg and Manuela :
Brumberg :
98 Oklahoma Salem Road :
Du Bois, PA 15801 :
Defendants

FILED
1356
REC 04 2016
William A. Shaw
Prothonotary/Clerk of Courts.

CIVIL ACTION - MORTGAGE FORECLOSURE

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

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 this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW. THIS
OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT
HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A
LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU
WITH INFORMATION ABOUT AGENCIES THAT MAY
OFFER LEGAL SERVICES TO ELEGIBLE PERSONS AT A
REDUCED FEE OR NO FEE.**

ADVISIO

Le han demandado a usted en la corte. Si usted quiere defendarse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta a sentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea a visado que si usted no se defiende, la corte toma ra medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros de rechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO
INMEDIATAMENTE. SI NO TIENE ABOGADO VAYA EN
PERSONA O TELEFONA A LA OFICINA ESCRITA ABAJO.
ESTA OFICINA LE PUEDE PROVEER INFORMACION SOBRE
COMO CONTRATAR A UN ABOGADO. SI USTED NO TIENE
EL DINERO SUFFICIENTE PARA CONTRATAR A UN
ABOGADO, LE PODEMOS DAR INFORMACION SOBRE
AGENCIAS QUE PROVEEN SERVICIO LEGAL A PERSONAS
ELEGIBLE PARA SERVICIOS A COSTO REDUCIDO O
GRATUITO.**

DAVID S. MAHOLICK,
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT. 5982

**THIS IS AN ATTEMPT TO COLLECT A DEBT
ANY INFORMATION OBTAINED MAY BE
USED FOR THAT PURPOSE**

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15. U.S.C. §1692, et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY(30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID# 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee : COURT OF COMMON PLEAS
for the MLMI Trust Series 2006- : CLEARFIELD COUNTY
SD1 :
c/o Wilshire Credit Corporation :
14523 SW Millikan Way, :
Suite 200 : Case No:
Beaverton, OR 97005 :
Plaintiff :
vs. :
James Brumberg and Manuela :
Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

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

1. Plaintiff is LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1, a bank organized and existing under federal law, with offices for the conduct of business c/o their servicing agent, Wilshire Credit Corporation at 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005.

2. Defendants, James Brumberg and Manuela Brumberg are the mortgagors and real owners of premises 98 Oklahoma Salem Road, Du Bois, PA 15801, hereinafter described, whose last known address is listed in the above caption.

3. Plaintiff brings this action in mortgage foreclosure against defendants, mortgagors and real owners, to foreclose a certain indenture of mortgage made, executed and delivered by the above named defendants, mortgagors and real owners to Mortgage Electronic Registration Systems, Inc., as Nominee for MIT Lending on March 10, 2005, which mortgage was recorded on April 8, 2005 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #200505080, secured on premises 98 Oklahoma Salem Road, Du Bois, PA 15801 a true and correct description of which is attached hereto as Exhibit I.

4. The mortgage has since been assigned in writing to the Plaintiff, LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1, which Assignment was recorded on November 13, 2006 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #200619023.

5. Plaintiff alleges each and every term, condition and covenant in the aforesaid mortgage, and hereby incorporates them herein by reference thereto.

6. The aforesaid mortgage is in default in that monthly installments of principal and interest have not been made in conformity with the terms of the mortgage, from June 2006 and each month thereafter, up to and including the present time.

7. Under the terms of the aforesaid mortgage, upon default of payments set forth in the mortgage documents, the entire principal balance and all interest due thereon are collectible forthwith.

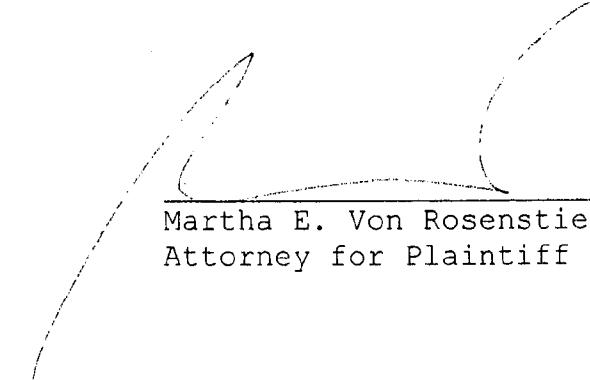
8. The following is an itemized statement of the amount due plaintiff under the terms of the aforesaid mortgage:

Principal Balance	\$46,029.99
Interest from 05/01/06 to 12/01/06	
At \$12.30 per diem	\$ 2,644.50
Accrued late charges to 12/01/06	\$ 99.50
Accrued Escrow deficit to 12/01/06	\$ 1,457.98
Corporate Advances	\$ 175.50
NSF Fees	\$ 20.00
Attorney's fee (5% of unpaid Principal Balance)	\$ 2,301.50
Title Information Certificate	\$ 515.00
Photostats and Postage	\$ 50.00
Notarizations	\$ 10.00
 TOTAL	 \$53,303.97

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's sale. If the mortgage is reinstated prior to the Sheriff's sale, reasonable attorney's fees will be charged based on work actually performed.

10. Plaintiff sent to defendants, mortgagors and real owners a combined Notice and Warning of Intention to Foreclose and Notices of Homeowners' Emergency Mortgage Assistance Act of 1983 advising of rights available under the statutes. To date payments have not been received and Act 91 assistance has not been granted although the applicable time periods provided by statute have expired (Exhibit II).

WHEREFORE, plaintiff demands judgment for foreclosure and sale of the mortgaged premises in the amount of \$53,303.97, plus per diem interest at \$12.30 from December 2, 2006 to the date of judgment plus costs thereon.



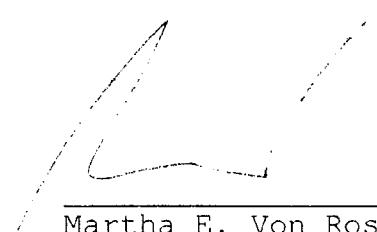
Martha E. Von Rosenstiel
Attorney for Plaintiff

VERIFICATION

MARTHA E. VON ROSENSTIEL, ESQUIRE, of full age, verifies that she is the attorney for the plaintiff in the foregoing action; that she is authorized to make this verification on behalf of plaintiff; and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

This verification is being executed by the attorney for plaintiff in accordance with Pa R.C.P. 1024(c) as a signed verification could not be obtained by plaintiff within the time allowed for filing of the pleading.

I understand that false statements herein are made subject to penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities.



Martha E. Von Rosenstiel

LEGAL DESCRIPTION

ALL THAT CERTAIN messuage or piece of land situate in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the public road leading from the State Highway Northerly to Salem Station at a point 490 feet North of an alley and on the East boundary line of said public road; thence by said public road Northerly 105 feet to a post at other lands of former grantors; thence by other lands of former grantors, easterly and at right angles with the said public road 207 feet 6 inches to a post; thence still by lands of former grantor Southerly and parallel with the said public road leading from the said highway to Salem 105 feet to a post; thence by land of former grantor Westerly 207 feet 6 inches to the East boundary line of said public highway and place of beginning. and containing 1/2 acre of land, net measure.

EXCEPTING AND RESERVING from said land all of the coal, oil and gas, clay or other minerals underlying the same, with the right of ingress, egress and regress to enter upon the above described lands to mine and remove the said minerals and carry the same away, without damage for breaking or disturbing the surface thereof and without surface support of any kind or charter, as well as the diversion of water or waters flowing through, in, upon or under said lands.

TAX PARCEL #107-C5-80

EXHIBIT 

Wilshire Credit Corporation
P.O. Box 7195
Pasadena, CA 91109-7195

DATE: 10/26/06

19957-TM

TO: James Brumberg and Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

FOR PROPERTY ADDRESS:

98 Oklahoma Salem Road
Du Bois, PA 15801

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

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

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

EXHIBIT 

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

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

HOMEOWNER'S NAME(S) James Brumberg and Manuela Brumberg

PROPERTY ADDRESS: 98 Oklahoma Salem Road, Du Bois, PA 15801

LOAN ACCOUNT NO: #: 458382

CURRENT LENDER/SERVICER: Wilshire Credit Corporation

SERVICER FOR: LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the

Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at 98 Oklahoma Salem Road, Du Bois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments	<u>06/01/06 to 10/01/06</u>	
@ \$398.00	per month	\$1,990.00
Late Charges		\$ 118.06
Escrow advances		\$1,930.70
NSF Charges		\$ 25.00
Corporate advances		\$ 170.50
Suspense		(\$ 2.00)
TOTAL AMOUNT PAST DUE		\$4,232.26

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Wilshire Credit Corporation, 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 8 months from the date set forth in this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Wilshire Credit Corporation

Address: 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

Phone Number: 1-800-635-9698

Contact Person: LOAN RESOLUTION DEPARTMENT

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

ASSUMPTION OF MORTGAGE – You may or XX may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all

the outstanding payments, charges and attorney" 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 MORTGAGE 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 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.

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Ave,

State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza

Johnstown, PA 15904
888-511-2227

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

Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane

Johnstown, PA 15901
(814) 535-6556

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
649 South Avenue, Unit 6
Secane, PA 19018
610 328-2887
Attorney I.D. # 52634

Attorney for Plaintiff

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
Plaintiff :
vs. :
JAMES BRUMBERG AND MANUELA : Case No: 06-2021-CD
BRUMBERG :
Defendant(s) :
:

CERTIFICATION OF SERVICE

Martha E. Von Rosenstiel, Esquire, hereby certifies that she is the attorney for the plaintiff herein and that service of the Civil Action in Mortgage Foreclosure in the above matter was made upon on the defendants, James Brumberg and Manuela Brumberg by certified mail and by regular mail, pursuant to Court Order on May 02, 2007, and also by publication in the Courier Express /Tri-County Sunday/Jeffersonian Democrat on May 4, 2007 and in the Clearfield County Legal Journal on May 4, 2007.

This verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DATED: June 04, 2007

Martha E. Von Rosenstiel
Attorney for Plaintiff

FILED ICC ATT
M/10/2007 Von Rosenstiel
JUN 07 2007 (JM)

William A. Shaw
Prothonotary/Clerk of Courts

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only - No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Heath PA
MAY 2 2001
USPS 19018-9998

James Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

Street, Apt. No.
or PO Box No.
City, State, ZIP+4

CSU 19957

PS Form 3800, August 2000
See Reverse for instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only - No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

Street, Apt. No.
or PO Box No.
City, State, ZIP+4

PRIMOS SECANE PA
MAY 2 2001
USPS 19018-9998

CSU 19957

PS Form 3800, August 2000
See Reverse for instructions

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

MARTHA VON ROSENBERG
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018

One piece of ordinary mail addressed to:

James Brumberg
98 Oklahoma Salem Read
Du Bois, PA 15801

02 1P 0002664019 MAY 02 2007
MAILED FROM ZIP CODE 19018

PRIMOS SECANE PA
MAY 2 2001
USPS 19018-9998

19957 CSU SS

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

MARTHA VON ROSENBERG
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018

One piece of ordinary mail addressed to:

Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

02 1P 0002664019 MAY 02 2007
MAILED FROM ZIP CODE 19018

PRIMOS SECANE PA
MAY 2 2001
USPS 19018-9998

19957 CSU SS

PS Form 3817, Mar. 1989

14957-TK
CPS

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT
PUBLISHED BY McLEAN PUBLISHING COMPANY,
DUBOIS PENNSYLVANIA**
Under act 587, Approved May 16, 1929, P.L. 1784

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS:

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

4th day of May A.D. 2007

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

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

By Linda Smith

Sworn and subscribed to before me this 21st day of May, 2007

Robin M. Duttry
NOTARY PUBLIC

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
Case No. 06-2021-CD

VON ROSENSTIEL, P.C.
in Rosenstiel, Esquire
Avenue, Suite 6
18018
2887
ID # 52634
For Plaintiff

LASALLE BANK, N.A. AS TRUSTEE
FOR THE MIAMI TRUST SERIES 2006-SDY
c/o Wilshire Credit Corp 14523
SW Millikan Way, Suite 200
Beaverton, OR 97005
Plaintiff

vs.
JAMES BRUMBERG AND MANUELA BRUMBERG
98 Oklahoma Salem Road
DuBois, PA 15801
Defendant(s)

Defendant(s): James Brumberg and manuela Brumberg
Type of Action: CIVIL ACTION - MORTGAGE FORECLOSURE
Premises Subject to Foreclosure: 98 Oklahoma Salem Road,
DuBois, PA 15801

Notice

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served by filing 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 will proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS - PA
500 Jeffers Street
DuBois, PA 15801
Telephone 814-371-4200**

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

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

Martha E. Von Rosentiel PC

notice or advertisement	
the above stated dates.....	<u>\$247.95</u>
.....	<u>\$7.50</u>
.....	<u>\$265.45</u>

Her's Receipt for Advertising Costs

ri-County Sunday, a weekly newspaper, and/or Jeffersonian Democrat, a copy of the aforesaid advertising and publication costs, and certifies that the

Street and Beaver Drive, DuBois, PA 15801

lished 1879, Phone 814-371-4200

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

al Proof of Publication and receipt for the Advertising costs in the subject

ATTORNEY FOR

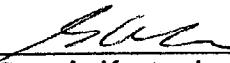
19957-TM
CSP

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

On this 4th day of May AD 2007, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of May 4, 2007, Vol. 19 No. 18. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

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



Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Houtzdale, Clearfield County, PA
My Commission Expires, April 7, 2011

Martha E. Von Rosenstiel Esquire
649 South Avenue Suite 6
Secane PA 19018

NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
COURT OF COMMON PLEAS
CLEARFIELD COUNTY
Case No: 06-2021-CD

LASALLE BANK, N.A. AS TRUSTEE
FOR THE MLMI TRUST SERIES 2006-SD1,
c/o Wilshire Credit Corp 14523 SW Millikan
Way, Suite 200, Beaverton, OR 97005,
Plaintiff vs. JAMES BRUMBERG AND
MANUELA BRUMBERG, 98 Oklahoma
Salem Road, DuBois, PA 15801,
Defendant(s)

Defendant(s): James Brumberg and
Manuela Brumberg

Type of Action: CIVIL ACTION
MORTGAGE FORECLOSURE

Premises Subject to Foreclosure: 98

Oklahoma Salem Road, DuBois, PA 15801
THIS IS AN ATTEMPT TO COLLECT A
DEBT. ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

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 this complaint
and notice are served, by entering a written
appearance personally or by attorney and
filing in writing with the court your defenses
or objections to the claims set forth against
you. You are warned that if you fail to do so
the case may proceed without you and a
judgment may be entered against you by
the court without further notice for any
money claimed in the complaint or for any
other claim or relief requested by the
plaintiff. You may lose money or property or
other rights important to you.

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

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

PENNSYLVANIA BAR ASSOCIATION,
P.O. BOX 186, HARRISBURG PA 17108,
800-692-7375.

CLEARFIELD COUNTY, DAVID S.
MEHOLICK, COURT ADMINISTRATOR,
CLEARFIELD COUNTY COURT HOUSE,
CLEARFIELD, PA 16830.

MARTHA E. VON ROSENSTIEL, P. C.,
Attorney for Plaintiff, Martha E. Von
Rosenstiel, Esquire, 649 South Avenue,
Suite 6, Secane, PA 19018, (610) 328-2887,
Attorney ID # 52634.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

LASALLE BANK, N.A. AS TRUSTEE FOR THE
MLMI TRUST SERIES 2006-SD1

Plaintiff :
v. : NO. 06-2021-CD

JAMES BRUMBERG AND MANUELA
BRUMBERG

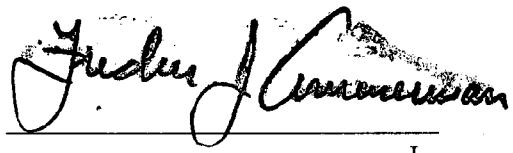
Defendants :

ORDER

AND NOW, this 23rd day of August, 2007, upon consideration of Plaintiff's Motion to File Affidavits of Service Returns, and any response thereto (if any), it is hereby:

ORDERED AND DECREED that the Clearfield County Sheriff's Office is hereby ordered to file all affidavits of service returns in the above-captioned matter within ten (10) days from the date of this Order.

BY THE COURT:


J.

FILED
013:45:04
AUG 23 2007
1CC Atty

William A. Shaw 1CC Sheriff
Prothonotary/Clerk of Courts (without memo)

(6K)

702678-1
William A. Shaw
Honorary Clerk of Courts

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions:

FILED

AUG 23 2007

Martha E. Von Rosenstiel, P.C.
Keri P. Claeys, Esquire
649 South Avenue, Unit #7
P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D. #91298

Attorney for Plaintiff

FILED
MHA:4/13/07
AUG 13 2007
NO CC
⑧

William A. Shaw
Prothonotary/Clerk of Courts

LASALLE BANK, N.A. AS TRUSTEE FOR THE
MLMI TRUST SERIES 2006-SD1

: COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Plaintiff :
v. : NO. 06-2021-CD

JAMES BRUMBERG AND MANUELA
BRUMBERG

Defendants :

PLAINTIFF'S MOTION TO FILE AFFIDAVITS OF SERVICE RETURNS

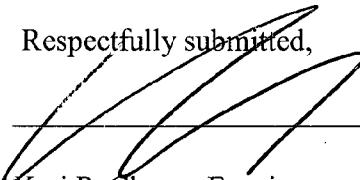
Plaintiff, LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1 by and through its attorneys, Martha E. Von Rosenstiel, P.C., hereby requests that Your Honorable Court enter an Order requiring the Clearfield County Sheriff's Office to file all affidavits of service returns and, in support thereof, avers the following:

1. The Defendants, James Brumberg and Manuela Brumberg, made, executed and delivered a mortgage upon the premises located at 98 Oklahoma Salem Road, Du Bois, PA 15801 (hereinafter "Subject Premises") to Mortgage Electronic Registration Systems, Inc. acting as a nominee for MIT Lending on March 10, 2005, which mortgage is recorded in the Office of the Recorder of Clearfield County in Mortgage Book 200505080.

2. For the Defendants' failure to make monthly mortgage payments due June 1, 2006 and each month thereafter, the Plaintiff commenced this action by filing a Complaint in Mortgage Foreclosure on or about December 4, 2006.
3. On or about March 28, 2007, the Plaintiff filed a Motion for Alternative Service.
4. On or about April 2, 2007, this Honorable Court granted Plaintiff's Motion and ordered service via certified and regular mail to the Subject Premises and by posting of the Subject Premises.
5. On or about May 2, 2007, the Plaintiff mailed a copy of the Complaint in Mortgage Foreclosure to the Subject Premises via certified and regular mail.
6. On or about May 9, 2007, the Sheriff of Clearfield County posted the Subject Premises with a copy of Plaintiff's Complaint in Mortgage Foreclosure.
7. As to date, the Sheriff of Clearfield County has not filed its service returns for the above-captioned matter.
8. The Plaintiff cannot proceed with filing its praecipe for default judgment without the Sheriff's Office filing the affidavits of service returns with the Court.
9. The Plaintiff is being unduly prejudice by not being able to file its praecipe for default judgment and subsequently its writ of execution.
10. The Plaintiff is seeking an Order from the Court requiring the Sheriff of Clearfield County to file all affidavits of service returns to date with the Court within ten (10) days.

WHEREFORE, Plaintiff respectfully requests that Your Honorable Court enter an Order requiring the Sheriff of Clearfield County to file all affidavits of service returns in the above-captioned matter within ten (10) days.

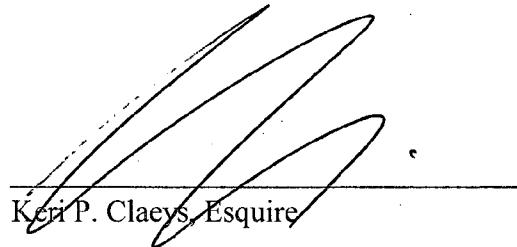
Respectfully submitted,


Keri P. Claeys, Esquire
Martha E. Von Rosenstiel, P.C.
649 South Avenue, Unit #7
Secane, PA 19018
(610) 328-2887
Attorney I.D. #91298

Date: August 9, 2007

VERIFICATION

Keri P. Claeys, Esquire, hereby states that she is the attorney for the Plaintiff and that is authorized to take this Verification and that the averments in the foregoing Motion to File Affidavits of Service Returns are true and correct to the best of her knowledge. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. 4904 relating to unsworn falsification to authorities.



Keri P. Claeys, Esquire

Date: August 9, 2007

Martha E. Von Rosenstiel, P.C.
Keri P. Claeys, Esquire
649 South Avenue, Unit #7
P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D. #91298

Attorney for Plaintiff

LASALLE BANK, N.A. AS TRUSTEE FOR THE
MLMI TRUST SERIES 2006-SD1

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

v.
JAMES BRUMBERG AND MANUELA
BRUMBERG

Plaintiff : NO. 06-2021-CD

Defendants :

CERTIFICATION OF SERVICE

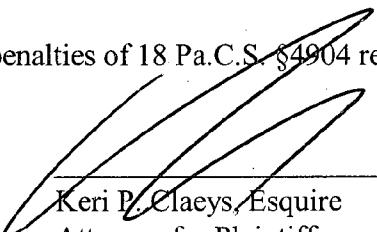
Keri P. Claeys, Esquire hereby certifies that she is the attorney for the Plaintiff herein, and that service of the Motion to File Affidavits of Service Returns and proposed order in the above matter was made upon the following:

James Brumberg and Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

Sheriff of Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

by regular first class mail, postage prepaid, deposited with the United States Postal Service on August 9, 2007.

This verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.


Keri P. Claeys, Esquire
Attorney for Plaintiff

Dated: August 9, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102735
NO: 06-2021-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: LASALLE BANK, N.A.

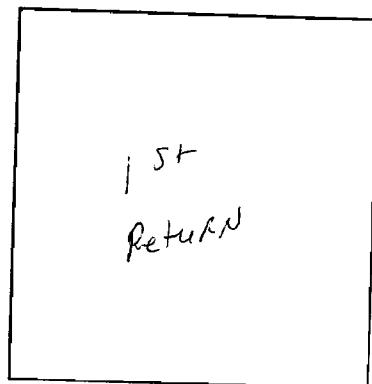
vs.

DEFENDANT: JAMES BRUMBERG AND MANUELA BRUMBERG

SHERIFF RETURN

NOW, May 09, 2007 AT 11:30 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 98 OKLAHOMA SALEM ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. (JAMES BRUMBERG)

SERVED BY: NEVLING / COUDRIET



FILED
013:42/61
AUG 27 2007
151
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102735
NO: 06-2021-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: LASALLE BANK, N.A.

vs.

DEFENDANT: JAMES BRUMBERG AND MANUELA BRUMBERG

SHERIFF RETURN

NOW, May 09, 2007 AT 11:30 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 98 OKLAHOMA SALEM ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. (MANUELA BRUMBERG)

SERVED BY: NEVLING / COUDRIET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102735
NO: 06-2021-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: LASALLE BANK, N.A.

vs.

DEFENDANT: JAMES BRUMBERG AND MANUELA BRUMBERG

SHERIFF RETURN

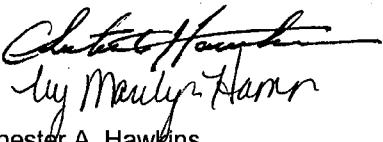
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	VON ROSENSTIEL	19671	20.00
SHERIFF HAWKINS	VON ROSENSTIEL	19671	33.82

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **102784**

LASALLE BANK, N.A. As Trustee

Case # 06-2021-CD

vs.

JAMES BRUMBERG

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE & PRAECIPE

SHERIFF RETURNS

NOW August 27, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & PRAECIPE "NOT FOUND" AS TO JAMES BRUMBERG, DEFENDANT. NO SUCH ADDRESS.

SERVED BY: /

Return Costs

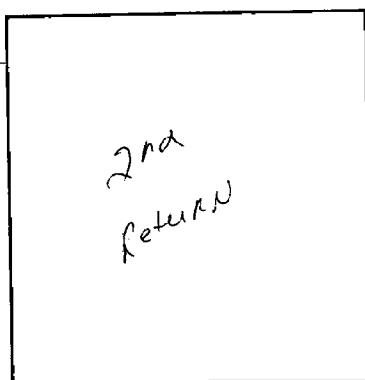
PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	ROSENSTIEL	20027	10.00
SHERIFF HAWKINS	ROSENSTIEL	20027	19.83

FILED
013:42:51
AUG 27 2007
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

So Answers,

____ Day of _____ 2007



Chester A. Hawkins
Chester A. Hawkins
Sheriff

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
Martha E. Von Rosenstiel
649 South Avenue, Suite 7
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY

Plaintiff

vs. : Case No: 06-2021-CD

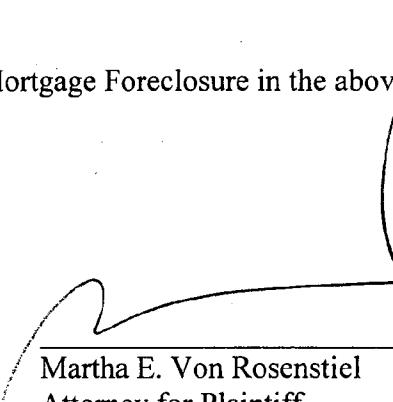
JAMES BRUMBERG AND MANUELA
BRUMBERG

Defendant(s)

PRAECIPE TO REINSTATE COMPLAINT IN MORTGAGE FORECLOSURE

To the Prothonotary:

Kindly reinstate the Complaint in Mortgage Foreclosure in the above matter.


Martha E. Von Rosenstiel
Attorney for Plaintiff

DATED: May 9, 2007

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

MAY 10 2007

Attest.



William J. Chas
Prothonotary/
Clerk of Courts

MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID # 52634

Attorney for Plaintiff

510107 Document
Reinstated ~~Revised~~ to Sheriff ~~ATTORNEY~~
for service.
Walt L. Shar
Deputy Prothonotary

LaSalle Bank, N.A. as Trustee : COURT OF COMMON PLEAS
for the MLMI Trust Series 2006- : CLEARFIELD COUNTY

SD1 : . . .

c/o Wilshire Credit Corporation:

14523 SW Millikan Way,

Suite 200

Beaverton, OR 97005

Case No: D-904-A-CD

Plaintiff

1

vs.

James Brumberg and Manuela

Brumberg

98 Oklahoma Salem Road

58 ORCHARD RD BALKI
D11 Bois PA 15801

BA BOIS, IX 1980

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

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

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 this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW. THIS
OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT
HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A
LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU
WITH INFORMATION ABOUT AGENCIES THAT MAY
OFFER LEGAL SERVICES TO ELEGIBLE PERSONS AT A
REDUCED FEE OR NO FEE.**

ADVISOR

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta a sentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea a visado que si usted no se defiende, la corte toma ra medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades o otros de rechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO VAYA EN PERSONA O TELEFONA A LA OFICINA ESCRITA ABajo. ESTA OFICINA LE PUEDE PROVEER INFORMACION SOBRE COMO CONTRATAR A UN ABOGADO. SI USTED NO TIENE EL DINERO SUFFICIENTE PARA CONTRATAR A UN ABOGADO, LE PODEMOS DAR INFORMACION SOBRE AGENCIAS QUE PROVEEN SERVICIO LEGAL A PERSONAS ELEGIBLE PARA SERVICIOS A COSTO REDUCIDO O GRATUITO.

DAVID S. MAHOLICK,
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 EXT 5982

**THIS IS AN ATTEMPT TO COLLECT A DEBT
ANY INFORMATION OBTAINED MAY BE
USED FOR THAT PURPOSE**

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE
ADVISED THAT:**

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15. U.S.C. §1692, et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY(30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

MARTHA E. VON ROSENSTIEL, ESQUIRE
Martha E. Von Rosenstiel
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018
(610) 328-2887
Attorney ID# 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee : COURT OF COMMON PLEAS
for the MLMI Trust Series 2006- : CLEARFIELD COUNTY
SD1 :
c/o Wilshire Credit Corporation :
14523 SW Millikan Way, :
Suite 200 : Case No:
Beaverton, OR 97005 :
Plaintiff :
vs. :
James Brumberg and Manuela :
Brumberg :
98 Oklahoma Salem Road :
Du Bois, PA 15801

Defendants

CIVIL ACTION - MORTGAGE FORECLOSURE

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

1. Plaintiff is LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1, a bank organized and existing under federal law, with offices for the conduct of business c/o their servicing agent, Wilshire Credit Corporation at 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005.

2. Defendants, James Brumberg and Manuela Brumberg are the mortgagors and real owners of premises 98 Oklahoma Salem Road, Du Bois, PA 15801, hereinafter described, whose last known address is listed in the above caption.

3. Plaintiff brings this action in mortgage foreclosure against defendants, mortgagors and real owners, to foreclose a certain indenture of mortgage made, executed and delivered by the above named defendants, mortgagors and real owners to Mortgage Electronic Registration Systems, Inc., as Nominee for MIT Lending on March 10, 2005, which mortgage was recorded on April 8, 2005 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #200505080, secured on premises 98 Oklahoma Salem Road, Du Bois, PA 15801 a true and correct description of which is attached hereto as Exhibit I.

4. The mortgage has since been assigned in writing to the Plaintiff, LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1, which Assignment was recorded on November 13, 2006 in the Office of the Recorder of Deeds of Clearfield County as Instrument ID #200619023.

5. Plaintiff alleges each and every term, condition and covenant in the aforesaid mortgage, and hereby incorporates them herein by reference thereto.

6. The aforesaid mortgage is in default in that monthly installments of principal and interest have not been made in conformity with the terms of the mortgage, from June 2006 and each month thereafter, up to and including the present time.

7. Under the terms of the aforesaid mortgage, upon default of payments set forth in the mortgage documents, the entire principal balance and all interest due thereon are collectible forthwith.

8. The following is an itemized statement of the amount due plaintiff under the terms of the aforesaid mortgage:

Principal Balance	\$46,029.99
Interest from 05/01/06 to 12/01/06	
At \$12.30 per diem	\$ 2,644.50
Accrued late charges to 12/01/06	\$ 99.50
Accrued Escrow deficit to 12/01/06	\$ 1,457.98
Corporate Advances	\$ 175.50
NSF Fees	\$ 20.00
Attorney's fee (5% of unpaid Principal Balance)	\$ 2,301.50
Title Information Certificate	\$ 515.00
Photostats and Postage	\$ 50.00
Notarizations	\$ 10.00
 TOTAL	 \$53,303.97

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's sale. If the mortgage is reinstated prior to the Sheriff's sale, reasonable attorney's fees will be charged based on work actually performed.

10. Plaintiff sent to defendants, mortgagors and real owners a combined Notice and Warning of Intention to Foreclose and Notices of Homeowners' Emergency Mortgage Assistance Act of 1983 advising of rights available under the statutes. To date payments have not been received and Act 91 assistance has not been granted although the applicable time periods provided by statute have expired (Exhibit II).

WHEREFORE, plaintiff demands judgment for foreclosure and sale of the mortgaged premises in the amount of \$53,303.97, plus per diem interest at \$12.30 from December 2, 2006 to the date of judgment plus costs thereon.

Martha E. Von Rosenstiel
Attorney for Plaintiff

VERIFICATION

MARTHA E. VON ROSENSTIEL, ESQUIRE, of full age, verifies that she is the attorney for the plaintiff in the foregoing action; that she is authorized to make this verification on behalf of plaintiff; and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

This verification is being executed by the attorney for plaintiff in accordance with Pa R.C.P. 1024(c) as a signed verification could not be obtained by plaintiff within the time allowed for filing of the pleading.

I understand that false statements herein are made subject to penalties of 18 Pa C.S. Section 4904 relating to unsworn falsification to authorities.



Martha E. Von Rosenstiel

LEGAL DESCRIPTION

ALL THAT CERTAIN messuage or piece of land situate in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the public road leading from the State Highway Northerly to Salem Station at a point 490 feet North of an alley and on the East boundary line of said public road; thence by said public road Northerly 105 feet to a post at other lands of former grantors; thence by other lands of former grantors, easterly and at right angles with the said public road 207 feet 6 inches to a post; thence still by lands of former grantor Southerly and parallel with the said public road leading from the said highway to Salem 105 feet to a post; thence by land of former grantor Westerly 207 feet 6 inches to the East boundary line of said public highway and place of beginning. and containing 1/2 acre of land, net measure.

EXCEPTING AND RESERVING from said land all of the coal, oil and gas, clay or other minerals underlying the same, with the right of ingress, egress and regress to enter upon the above described lands to mine and remove the said minerals and carry the same away, without damage for breaking or disturbing the surface thereof and without surface support of any kind or charter, as well as the diversion of water or waters flowing through, in, upon or under said lands.

TAX PARCEL #107-C5-80

Wilshire Credit Corporation
P.O. Box 7195
Pasadena, CA 91109-7195

DATE: 10/26/06

19957-TM

TO: James Brumberg and Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

FOR PROPERTY ADDRESS:

98 Oklahoma Salem Road
Du Bois, PA 15801

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home.

This Notice explains how the program works.

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

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

EXHIBIT 

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

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

HOMEOWNER'S NAME(S) James Brumberg and Manuela Brumberg

PROPERTY ADDRESS: 98 Oklahoma Salem Road, Du Bois, PA 15801

LOAN ACCOUNT NO: #: 458382

CURRENT LENDER/SERVICER: Wilshire Credit Corporation

SERVICER FOR: LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the

Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at 98 Oklahoma Salem Road, Du Bois, PA 15801

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments <u>06/01/06 to 10/01/06</u>		
@ \$398.00	per month	\$1,990.00
Late Charges		\$ 118.06
Escrow advances		\$1,930.70
NSF Charges		\$ 25.00
Corporate advances		\$ 170.50
Suspense		(\$ 2.00)
TOTAL AMOUNT PAST DUE		\$4,232.26

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: Wilshire Credit Corporation, 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

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

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 8 months from the date set forth in this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Wilshire Credit Corporation

Address: 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

Phone Number: 1-800-635-9698

Contact Person: LOAN RESOLUTION DEPARTMENT

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

ASSUMPTION OF MORTGAGE – You may or XX may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all

the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Ave,

State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza

Johnstown, PA 15904
888-511-2227

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

Altoona, PA 16602
888-511-2227

Indiana Co. Community Action Program
827 Water Street
Box 187
Indiana, PA 15701
(724) 465-2657

Keystone Economic Development Corp.
1954 Mary Grace Lane

Johnstown, PA 15901
(814) 535-6556

Martha E. Von Rosenstiel, P.C.
Keri P. Claeys, Esquire
649 South Avenue, Unit #7
P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D. #91298

Attorney for Plaintiff

LASALLE BANK, N.A. AS TRUSTEE FOR THE
MLMI TRUST SERIES 2006-SD1

COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

v.
JAMES BRUMBERG AND MANUELA
BRUMBERG

Plaintiff : NO. 06-2021-CD

Defendants :

FILED *ICC AM*,
m/11/14 cm
AUG 31 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATION OF SERVICE

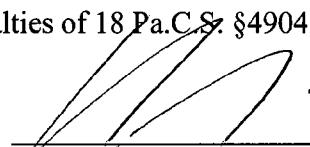
Keri P. Claeys, Esquire hereby certifies that she is the attorney for the Plaintiff herein, and that service of the Court's Order granting Plaintiff's Motion to File Affidavits of Service Returns and proposed order in the above matter was made upon the following:

James Brumberg and Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

Sheriff of Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

by regular first class mail, postage prepaid, deposited with the United States Postal Service on August 28, 2007.

This verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.


Keri P. Claeys, Esquire
Attorney for Plaintiff

Dated: August 28, 2007

Martha E. Von Rosenstiel, P.C.
Keri P. Claeys, Esquire
649 South Avenue, Unit #7
P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D. #91298

Attorney for Plaintiff

WELLS FARGO BANK, N.A., SUCCESSOR BY
MERGER TO WELLS FARGO HOME MORTGAGE,
INC.

: COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Plaintiff

: NO. 06-2033-CD

v.
KEVIN A. MYERS AND KARA L. MYERS

Defendants

FILED ICC Atty
m/11/14 cm
AUG 31 2007
S

CERTIFICATION OF SERVICE

William A. Shaw
Prothonotary/Clerk of Courts

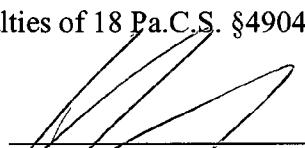
Keri P. Claeys, Esquire hereby certifies that she is the attorney for the Plaintiff herein, and that service of the Court's Order granting Plaintiff's Motion to File Affidavits of Service Returns in the above matter was made upon the following:

Kevin A. Myers and Kara L. Myers
243 Fourth Street
Madera, PA 16661

Sheriff of Clearfield County
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

by regular first class mail, postage prepaid, deposited with the United States Postal Service on August 28, 2007.

This verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.


Keri P. Claeys, Esquire
Attorney for Plaintiff

Dated: August 28, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK, N.A. AS TRUSTEE FOR THE
MLMI TRUST SERIES 2006-SD1

V.

NO. 06-2021-CD

JAMES BRUMBERG AND MANUELA
BRUMBERG

FILED Atty pd.
 11059401 \$0.00
 SEP 06 2007 ICC & Notice
 William A. Shaw to Dfts.
 Prothonotary/Clerk of Courts

Statement
 to Atty
 (GK)

PRAECIPE FOR DEFAULT JUDGMENT

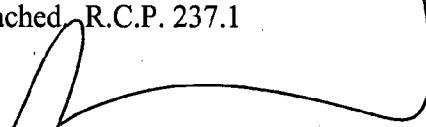
To the Prothonotary:

(XX) Enter judgment in favor of Plaintiff and against: James Brumberg and Manuela Brumberg for want of an answer.

(X) Assess Damages as Follows

Debt	\$ 53,303.97
Interest from 12/2/06 to 9/6/07	
At \$12.30 per diem	\$ 3,431.70
Total	\$ 56,735.67

I CERTIFY THAT THE 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 (10) days prior to the date of the filing of this Praecipe. A copy of the Notice is attached. R.C.P. 237.1



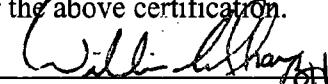
Attorney for Plaintiff

Martha E. Von Rosenstiel Attorney I.D. #52634

Print/Type Name and ID Number

Phone: (610) 328-2887

This 6th day of September , 2007 judgment is entered in favor of the Plaintiff and against Defendant(s), James Brumberg and Manuela Brumberg by default for want of an answer and damages assessed at the sum of \$56,735.67 as per the above certification.



Prothonotary, Clearfield County

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
c/o Wilshire Credit Corp 14523 SW Millikan :
Way, Suite 200 :
Beaverton, OR 97005 :
Plaintiff : Case No: 06-2021-CD
vs.
JAMES BRUMBERG AND MANUELA :
BRUMBERG :
98 Oklahoma Salem Road :
Du Bois, PA 15801 :
Defendant :

TO:

James Brumberg
332 South Highland Street
Du Bois, PA 15801

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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 NOTICE TO A 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.

CLEARFIELD COUNTY
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG PA 17108
800-692-7375

DAVID S. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
CLEARFIELD, PA 16830

Martha E. Von Rosenstiel
Attorney for Plaintiff

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
 Martha E. Von Rosenstiel
 649 South Avenue, P.O. Box 307
 Secane, PA 19018
 (610) 328-2887
 Attorney I.D.# 52634

LASALLE BANK, N.A. AS TRUSTEE FOR	:	COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1	:	CLEARFIELD COUNTY
c/o Wilshire Credit Corp 14523 SW Millikan	:	
Way, Suite 200	:	
Beaverton, OR 97005	:	
Plaintiff	:	Case No: 06-2021-CD
vs.	:	
JAMES BRUMBERG AND MANUELA	:	
BRUMBERG	:	
98 Oklahoma Salem Road	:	
Du Bois, PA 15801	:	
Defendant	:	

TO:

James Brumberg and Manuela Brumberg
 98 Oklahoma Salem Road
 Du Bois, PA 15801

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN 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.

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CLEARFIELD COUNTY
 PENNSYLVANIA BAR ASSOCIATION
 P.O. BOX 186
 HARRISBURG PA 17108
 800-692-7375

DAVID S. MEHOLICK
 COURT ADMINISTRATOR
 CLEARFIELD COUNTY COURT HOUSE
 CLEARFIELD, PA 16830

Martha E. Von Rosenstiel
 Attorney for Plaintiff

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
Martha E. Von Rosenstiel
649 South Avenue, Unit 6
Secane, PA 19018
610-328-2887
Attorney I.D.# 52634

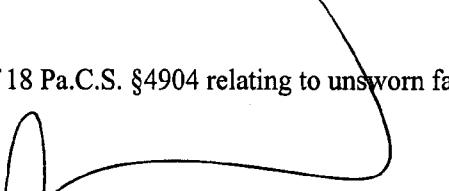
LASALLE BANK, N.A. AS TRUSTEE FOR THE : COURT OF COMMON PLEAS
MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
Plaintiff :
vs. :
: No: 06-2021-CD
JAMES BRUMBERG AND MANUELA :
BRUMBERG :
Defendant(S)

NON MILITARY AFFIDAVIT

Martha E. Von Rosenstiel, Esquire hereby certifies that:

1. I am the attorney for the plaintiff herein.
2. The individual involved in this action is the owner of the premises described in the mortgage underlying this action.
3. The procedures of the Law Office of Martha E. Von Rosenstiel, P.C. are designed to discover facts concerning the military status of the mortgagor(s) and/or real owner(s).
4. Said procedures were followed in connection with the instant foreclosure proceeding.
5. Inquiry made with the Department of Defense, has confirmed that the defendant(s) is/are not in the military.
5. On information and belief, named mortgagor(s) and real owner(s) is/are not incompetent nor a service member in military service as defined by the Servicemembers Civil Relief Act, 50 U.S.C. Appx. Section 501 et seq.

This verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.


Martha E. Von Rosenstiel
Attorney for Plaintiff

Dated: September 6, 2007



COPY

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Court House, 230 East Market Street, Clearfield, PA 16830

William A. Shaw, Sr., Prothonotary

James Brumberg and Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA15801

LASALLE BANK, N.A. AS TRUSTEE FOR THE : COURT OF COMMON PLEAS
MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY

PLAINTIFF

:

:

VS.

JAMES BRUMBERG AND MANUELA BRUMBERG : NO: 06-2021-CD
DEFENDANT(S)

Notice

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below in the amount of \$56,735.67 on September 6, 2007.

William A. Shaw, Sr.
William A. Shaw, Sr.
Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Court Findings

If you have any questions concerning this notice, please call: Attorney Martha E. Von Rosenstiel, Esquire at this telephone number: 610-328-2887.



COPY

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Court House, 230 East Market Street, Clearfield, PA 16830

William A. Shaw, Sr., Prothonotary

James Brumberg
332 South Highland Street
Du Bois, PA 15801

LASALLE BANK, N.A. AS TRUSTEE FOR THE : COURT OF COMMON PLEAS
MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY

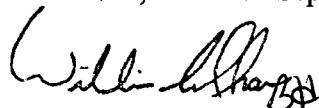
PLAINTIFF

VS.

JAMES BRUMBERG AND MANUELA BRUMBERG : NO: 06-2021-CD
DEFENDANT(S)

Notice

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William A. Shaw, Sr.
Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Court Findings

If you have any questions concerning this notice, please call: Attorney Martha E. Von Rosenstiel, Esquire at this telephone number: 610-328-2887.

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

LaSalle Bank, N.A.
Plaintiff(s)

No.: 2006-02021-CD

Real Debt: \$56,735.67

Atty's Comm: \$

Vs.

Costs: \$

James Brumberg
Manuela Brumberg
Defendant(s)

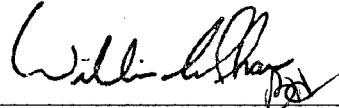
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 6, 2007

Expires: September 6, 2012

Certified from the record this 6th day of September, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Prothonotary

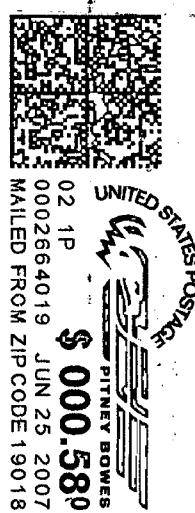
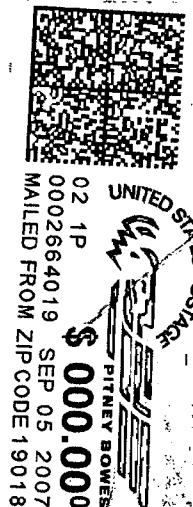
Clearfield County Courthouse
230 East Market Street
Clearfield, Pa. 16830

FILED
E 9.15 am
SEP 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

(us)
not deliverable
as addressed

unable to forward



James Brumberg and Manuela

Brumberg
98 Oklahoma Salem Road
Du Bois, PA

NIXIE 165 CE 1 25 09/09/07

NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 16830244899 *2343-10226-06-38

1683014753
16830244899



OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Court House, 230 East Market Street, Clearfield, PA 16830

William A. Shaw, Sr., Prothonotary

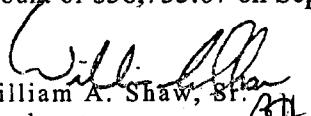
James Brumberg and Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

LASALLE BANK, N.A. AS TRUSTEE FOR THE : COURT OF COMMON PLEAS
MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
PLAINTIFF

VS.
JAMES BRUMBERG AND MANUELA BRUMBERG : NO: 06-2021-CD
DEFENDANT(S)

Notice

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below in the amount of \$56,735.67 on September 6, 2007.


William A. Shaw, Sr.
Prothonotary

- Judgment by Default
- Money Judgment
- Judgment in Replevin
- Judgment for Possession
- Judgment on Award of Arbitration
- Judgment on Court Findings

If you have any questions concerning this notice, please call: Attorney Martha E. Von Rosenstiel, Esquire at this telephone number: 610-328-2887.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LASALLE BANK, N.A. AS TRUSTEE FOR THE
MLMI TRUST SERIES 2006-SD1

V.

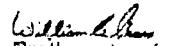
NO. 06-2021-CD I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JAMES BRUMBERG AND MANUELA
BRUMBERG

SEP 06 2007

PRAECIPE FOR DEFAULT JUDGMENT

Attest.


 Prothonotary/
Clerk of Courts

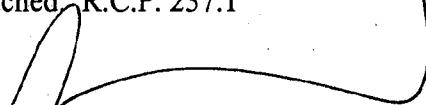
To the Prothonotary:

(XX) Enter judgment in favor of Plaintiff and against: James Brumberg and Manuela Brumberg for want of an answer.

(X) Assess Damages as Follows

Debt	\$ 53,303.97
Interest from 12/2/06 to 9/6/07	
At \$12.30 per diem	\$ 3,431.70
Total	\$ 56,735.67

I CERTIFY THAT THE 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 (10) days prior to the date of the filing of this Praecipe. A copy of the Notice is attached. R.C.P. 237.1

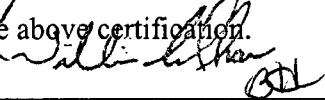

 Attorney for Plaintiff

Martha E. Von Rosenstiel Attorney I.D. #52634

Print/Type Name and ID Number

Phone: (610) 328-2887

This 16th day of September, 2007 judgment is entered in favor of the Plaintiff and against Defendant(s), James Brumberg and Manuela Brumberg by default for want of an answer and damages assessed at the sum of \$56,735.67 as per the above certification.


 Prothonotary, Clearfield County

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, P.O. Box 307
Secane, PA 19018
(610) 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
c/o Wilshire Credit Corp 14523 SW Millikan :
Way, Suite 200 :
Beaverton, OR 97005 :
Plaintiff : Case No: 06-2021-CD
vs.
JAMES BRUMBERG AND MANUELA :
BRUMBERG :
98 Oklahoma Salem Road :
Du Bois, PA 15801 :
Defendant :

TO:

James Brumberg
332 South Highland Street
Du Bois, PA 15801

IMPORTANT NOTICE

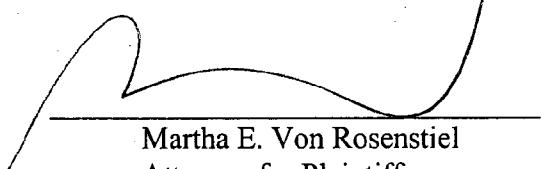
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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CLEARFIELD COUNTY
PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG PA 17108
800-692-7375

DAVID S. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
CLEARFIELD, PA 16830


Martha E. Von Rosenstiel
Attorney for Plaintiff

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
 Martha E. Von Rosenstiel
 649 South Avenue, P.O. Box 307
 Secane, PA 19018
 (610) 328-2887
 Attorney I.D.# 52634

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
 THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
 c/o Wilshire Credit Corp 14523 SW Millikan :
 Way, Suite 200 :
 Beaverton, OR 97005 :
 Plaintiff : Case No: 06-2021-CD
 vs.
 JAMES BRUMBERG AND MANUELA :
 BRUMBERG :
 98 Oklahoma Salem Road :
 Du Bois, PA 15801 :
 Defendant

TO:
 James Brumberg and Manuela Brumberg
 98 Oklahoma Salem Road
 Du Bois, PA 15801

IMPORTANT NOTICE

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CLEARFIELD COUNTY
 PENNSYLVANIA BAR ASSOCIATION
 P.O. BOX 186
 HARRISBURG PA 17108
 800-692-7375

DAVID S. MEHOLICK
 COURT ADMINISTRATOR
 CLEARFIELD COUNTY COURT HOUSE
 CLEARFIELD, PA 16830

Martha E. Von Rosenstiel
 Attorney for Plaintiff

Martha E. Von Rosenstiel, P.C. Attorney for Plaintiff
Martha E. Von Rosenstiel
649 South Avenue, Unit 6
Secane, PA 19018
610-328-2887
Attorney I.D.# 52634

LASALLE BANK, N.A. AS TRUSTEE FOR THE : COURT OF COMMON PLEAS
MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
Plaintiff

vs.

JAMES BRUMBERG AND MANUELA :
BRUMBERG

Defendant(S)

No: 06-2021-CD

NON MILITARY AFFIDAVIT

Martha E. Von Rosenstiel, Esquire hereby certifies that:

1. I am the attorney for the plaintiff herein.
2. The individual involved in this action is the owner of the premises described in the mortgage underlying this action.
3. The procedures of the Law Office of Martha E. Von Rosenstiel, P.C. are designed to discover facts concerning the military status of the mortgagor(s) and/or real owner(s).
4. Said procedures were followed in connection with the instant foreclosure proceeding.
5. Inquiry made with the Department of Defense, has confirmed that the defendant(s) is/are not in the military.
5. On information and belief, named mortgagor(s) and real owner(s) is/are not incompetent nor a service member in military service as defined by the Servicemembers Civil Relief Act, 50 U.S.C. Appx. Section 501 et seq.

This verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Martha E. Von Rosenstiel
Attorney for Plaintiff

Dated: September 6, 2007

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, Unit 7
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee for the MLMI : COURT OF COMMON PLEAS
Trust Series 2006-SD1 : CLEARFIELD COUNTY
c/o Wilshire Credit Corp 14523 SW Millikan :
Way, Suite 200 :
Beaverton OR 97005 :

Plaintiff

vs.

James Brumberg and Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

Defendants

PRAEICE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter as follows:

Total Due \$56,735.67

Interest from 9/7/07 to

Total 4

PREM: 98 Oklahoma Salem Road
Du Bois, PA 15801

139.00 Prothonotary costs

Martha E. Von Rosenstiel
Attorney for Plaintiff

FILED Atty pd 20.00
m/12/59 BY
SEP 17 2007 ICC & 6writs
w/ prop descriptions
William A. Shaw to Sheriff
Prothonotary/Clerk of Courts
(GK)

LEGAL DESCRIPTION

ALL THAT CERTAIN messuage or piece of land situate in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the public road leading from the State Highway Northerly to Salem Station at a point 490 feet North of an alley and on the East boundary line of said public road; thence by said public road Northerly 105 feet to a post at other lands of former grantors; thence by other lands of former grantors, easterly and at right angles with the said public road 207 feet 6 inches to a post; thence still by lands of former grantor Southerly and parallel with the said public road leading from the said highway to Salem 105 feet to a post; thence by land of former grantor Westerly 207 feet 6 inches to the East boundary line of said public highway and place of beginning, and containing 1/2 acre of land, net measure.

EXCEPTING AND RESERVING from said land all of the coal, oil and gas, clay or other minerals underlying the same, with the right of ingress, egress and regress to enter upon the above described lands to mine and remove the said minerals and carry the same away, without damage for breaking or disturbing the surface thereof and without surface support of any kind or charter, as well as the diversion of water or waters flowing through, in, upon or under said lands.

TAX PARCEL #107-C5-80

TITLE TO SAID PREMISES IS VESTED IN James Brumberg and Manuela Brumberg, his wife by Quit Claim Deed from Manuela Brumberg dated 3/8/2005 and recorded 4/8/2005 in Instrument ID #200505079.

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, Unit 7
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee for the MLMI	:	COURT OF COMMON PLEAS
Trust Series 2006-SD1	:	CLEARFIELD COUNTY
c/o Wilshire Credit Corp 14523 SW Millikan	:	
Way, Suite 200	:	
Beaverton OR 97005	:	
Plaintiff	:	No: 06-2021-CD
vs.	:	
James Brumberg and Manuela Brumberg	:	
98 Oklahoma Salem Road	:	
Du Bois, PA 15801	:	
Defendants	:	

AFFIDAVIT OF NOTICE PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA: SS
COUNTY OF DELAWARE :

MARTHA E. VON ROSENSTIEL, attorney for the plaintiff in the above action, sets forth as of the date the praecipe for the Writ of Execution was filed the following information concerning the real property located at 98 Oklahoma Salem Road, Du Bois, PA 15801:

1. Name and address of owners(s) or reputed owner(s)

James Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

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

James Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

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

Pennsylvania Housing Finance Agency
211 North Front Street
Harrisburg, PA 17105

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

Clearfield County Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

Attorney General of the United States
c/o Assistant Attorney General, Tax Division
U.S. Department of Justice
Post Office Box 227
Washington, DC 20044

PA Department of Revenue
Inheritance Tax Bureau
Strawberry Square, 11th Floor
Harrisburg, PA 17128-1100

Bureau of Compliance
Clearance Support Section/ATTN: Sheriff's Sale
Dept. 281230
Harrisburg, PA 17129-1230

Family Court/Domestic Relations Division
Clearfield County Court House
1 North 2nd Street
Clearfield, PA 16830

Dept. of Public Welfare
Box 2675
Harrisburg, PA 17105

OCCUPANTS/TENANTS
98 Oklahoma Salem Road
Du Bois, PA 15801

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.

Martha E. Von Rosenstiel
Attorney for Plaintiff

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW

LaSalle Bank, N.A.

Vs.

NO.: 2006-02021-CD

James Brumberg and Manuela Brumberg

COPY

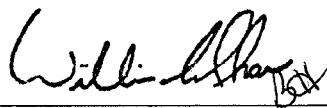
TO THE SHERIFF OF CLEARFIELD COUNTY:

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

(1) See Attached Descriptions

AMOUNT DUE/PRINCIPAL: \$56,735.67
INTEREST FROM 9/7/07 to Sale Date @
\$9.33 per diem
ATTY'S COMM: \$
DATE: 09/17/2007

PROTH. COSTS PAID: \$139.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

Requesting Party: Martha E. Von Rosensiel
PO Box 307
Secane, PA 19018
(610) 328-2887

LEGAL DESCRIPTION

ALL THAT CERTAIN messuage or piece of land situate in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the public road leading from the State Highway Northerly to Salem Station at a point 490 feet North of an alley and on the East boundary line of said public road; thence by said public road Northerly 105 feet to a post at other lands of former grantors; thence by other lands of former grantors, easterly and at right angles with the said public road 207 feet 6 inches to a post; thence still by lands of former grantor Southerly and parallel with the said public road leading from the said highway to Salem 105 feet to a post; thence by land of former grantor Westerly 207 feet 6 inches to the East boundary line of said public highway and place of beginning. and containing 1/2 acre of land, net measure.

EXCEPTING AND RESERVING from said land all of the coal, oil and gas, clay or other minerals underlying the same, with the right of ingress, egress and regress to enter upon the above described lands to mine and remove the said minerals and carry the same away, without damage for breaking or disturbing the surface thereof and without surface support of any kind or charter, as well as the diversion of water or waters flowing through, in, upon or under said lands.

TAX PARCEL #107-C5-80

TITLE TO SAID PREMISES IS VESTED IN James Brumberg and Manuela Brumberg, his wife by Quit Claim Deed from Manuela Brumberg dated 3/8/2005 and recorded 4/8/2005 in Instrument ID #200505079.

SHORT DESCRIPTION

ALL THAT CERTAIN messuage or piece of land situate in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

DOCKET# 06-2021-CD

In the Township of Brady

FRONT: 105 feet DEPTH: 207.6 feet Containing $\frac{1}{2}$ acre of land, net measure.

TAX PARCEL# 107-C5-80

PROPERTY: 98 Oklahoma Salem Road, Du Bois, PA 15801

IMPROVEMENTS: A. Residential Dwelling

TO BE SOLD AS THE PROPERTY OF: James Brumberg and Manuela Brumberg

Martha E. Von Rosenstiel, Esquire
Attorney for Plaintiff
649 South Avenue, Unit 7
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

#19957CAM - SS

Attorney for Plaintiff

12

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
649 South Avenue, Unit 6
Secane, PA 19018
610-328-2887
Attorney I.D.# 52634

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1 : CLEARFIELD COUNTY
Plaintiff :

FILED NO cc
11/12/38/2011
NOV 05 2011

William A. Shaw
Prothonotary/Clerk of Courts

VS. :
JAMES BRUMBERG AND MANUELA : NO: 06-2021-CD
BRUMBERG :
Defendant(s) :
:

SUPPLEMENTAL AFFIDAVIT OF SERVICE OF NOTICES PURSUANT TO RULE 3129.1

MARTHA E. VON ROSENSTIEL, ESQUIRE, attorney for the Plaintiff in the above action, hereby verifies that on October 31, 2007, true and correct copies of the Notice of Sheriff's Sale were served upon recorded lienholders and any known interested parties by regular first class mail, postage prepaid with Certificate of Mailing evidencing said service attached hereto as Exhibit I.

**Brady Township Troutville Boro Water Association
c/o Sharon Muth
3309 Shoemaking Trail
Luthersburg, PA 15848**

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.

Martha E. Von Rosenstiel
Attorney for Plaintiff

Dated: October 31, 2007

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING** MAIL DOES NOT POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL MAIL DOES NOT POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE

PROVIDE FOR INSURANCE—POSTMASTER POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE

Received From:

MARTHA VON ROSEN  UNITED STATES POSTAL SERVICE

649 SOUTH AVENUE

UNIT 7

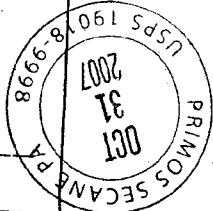
SECANE, PA 19018

One piece of ordinary mail addressed to:

Brady Township Troutville
Boro Water Association
c/o Sharon Muth
3309 Shoemaking Trail
Luthersburg, PA 15848

02 1P
0002664019 OCT 31 2007
MAILED FROM ZIP CODE 19018

\$ 001.050


U.S. POSTAL SERVICE
SECANE, PA 19018
OCT 31 2007
1995

PS Form 3817, Mar. 1989

Supp

SS 12

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel
649 South Avenue, Unit 7
P.O. Box 307
Secane, PA 19018
610 328-2887
Attorney I.D.# 52634

Attorney for Plaintiff

LaSalle Bank, N.A. as Trustee for the MLMI
Trust Series 2006-SD1 : COURT OF COMMON PLEAS
c/o Wilshire Credit Corp 14523 SW Millikan
Way, Suite 200 : CLEARFIELD COUNTY
Beaverton OR 97005 :
Plaintiff : No: 06-2021-CD
vs. :
James Brumberg and Manuela Brumberg :
98 Oklahoma Salem Road :
Du Bois, PA 15801 :
Defendants : P

FILED NO
M 11:27 AM
NOV 3 0 2007 cc

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE OF NOTICES PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA: SS
COUNTY OF DELAWARE :

MARTHA E. VON ROSENSTIEL, attorney for the plaintiff in the above action, hereby certifies that service of the Notice under Rule 3129.1, in the above matter was made on the defendants pursuant to court order dated April 2, 2007 and on all interested parties, set forth below, by regular first class mail, postage prepaid, as evidenced by the attached certificates of mailing:

1. Name and address of owners(s) or reputed owner(s)

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

James Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

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

Pennsylvania Housing Finance Agency
211 North Front Street
Harrisburg, PA 17105

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

Clearfield County Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

Clearfield County Register of Wills
County Courthouse
Clearfield, PA 16830

Attorney General of the United States
c/o Assistant Attorney General, Tax Division
U.S. Department of Justice
Post Office Box 227
Washington, DC 20044

PA Department of Revenue
Inheritance Tax Bureau
Strawberry Square, 11th Floor
Harrisburg, PA 17128-1100

Bureau of Compliance
Clearance Support Section/ATTN: Sheriff's Sale
Dept. 281230
Harrisburg, PA 17129-1230

Family Court/Domestic Relations Division
Clearfield County Court House
1 North 2nd Street
Clearfield, PA 16830

Dept. of Public Welfare
Box 2675
Harrisburg, PA 17105

OCCUPANTS/TENANTS
98 Oklahoma Salem Road
Du Bois, PA 15801

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.

Martha E. Von Rosenstiel
Attorney for Plaintiff

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

LASALLE BANK, N.A. as Trustee for the MLMI TRUST
SERIES 2006-SD1 C/O WILSHIRE CREDIT CORP.
14523 SW MILLIKAN WAY, SUITE 200
BEAVERTON, OR 97005,
Plaintiff

VS.

NO. 06-2021-CD

JAMES BRUMBERG and MANUELA BRUMBERG,
Defendants

O R D E R

NOW, this 2nd day of April, 2007, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendants **JAMES BRUMBERG and**
MANUELA BRUMBERG by:

1. Publication one time in The Courier Express (DuBois) and the
Clearfield County Legal Journal;
2. By first class mail to 98 Oklahoma Salem Road, DuBois,
Pennsylvania 15801;
3. By certified mail, return receipt requested, 98 Oklahoma Salem Road,
DuBois, Pennsylvania 15801; and
4. By posting the mortgaged premises known in this herein action as
98 Oklahoma Salem Road, DuBois, Pennsylvania 15801.

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

BY THE COURT

FREDRIC J. AMMERMANN
President Judge

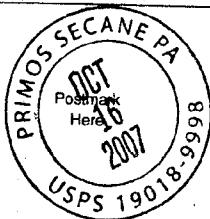
FILED
04/10/2007 3:30 AM
APR 03 2007
Rosenstiel
William A. Shaw
Prothonotary/Clerk of Courts

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To: **Manuela Brumberg**
98 Oklahoma Salem Road
Street, Apt. No. **Du Bois, PA 15801**
City, State, ZIP+4

PS Form 3800, June 2002

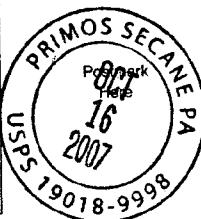
See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	



Sent To: **James Brumberg**
98 Oklahoma Salem Road
Street, Apt. No. **Du Bois, PA 15801**
City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

U.S. POSTAL SERVICE CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:



MARTHA VON ROSEN
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018

One piece of ordinary mail addressed to:

James Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

PS Form 3817, Mar. 1989

19954

SS12

Affix fee here in stamps
Or meter postage and
Post mark. Inquire of
Postmaster for current
FEE RATE BOWES

\$ 001.05⁰

OCT 16 2007

MAILED FROM ZIP CODE 19018



U.S. POSTAL SERVICE CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:



MARTHA VON ROSEN
649 SOUTH AVENUE
UNIT 7
SECANE, PA 19018

One piece of ordinary mail addressed to:

Manuela Brumberg
98 Oklahoma Salem Road
Du Bois, PA 15801

PS Form 3817, Mar. 1989

19957

SS12

Affix fee here in stamps
Or meter postage and
Post mark. Inquire of
Postmaster for current
FEE RATE BOWES
fees **\$ 001.05⁰**

OCT 16 2007

MAILED FROM ZIP CODE 19018



For Accountable Mail

1995 #

Name
and
Address
of
Sender

MARTHA E. VON ROSENSTIEL, P.C.
Attorney At Law
649 South Avenue, Unit 7
Secane, PA. 19018

Registered Return Receipt
 Insured for Merchandise
 COD Int'l Recorded Del.

for
Registered Mail:
 With Postal Insurance
 Without Postal
Insurance

certified or mailing or for
additional copies of this **ILLINOIS POST**
copy of **ILLINOIS POST** is
dated **RECEIVED**

Total Number of
Listed by Sender

9
Number of
Pieces
Received at

MG Decr

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500,000 per occurrence.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20663
NO: 06-2021-CD

PLAINTIFF: LASALLE BANK, N.A.

VS.

DEFENDANT: JAMES BRUMBERG AND MANUELA BRUMBERG

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/17/2007

LEVY TAKEN 10/15/2007 @ 11:30 AM

POSTED 10/15/2007 @ 11:00 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/19/2008

DATE DEED FILED NOT SOLD

FILED
01/10/18 6:41
MAR 19 2008
WAT
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

10/17/2007 @ SERVED JAMES BRUMBERG

SERVED JAMES BRUMBERG, DEFENDANT BY REG & CERT MAIL PER COURT ORDER TO 98 OKLAHOMA SALEM ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA CERT # 70060810000145073367. REGULAR MAIL RETURNED 10/22/07 & CERT 10/24/07.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

10/17/2007 @ SERVED MANUELA BRUMBERG

SERVED MANUELA BRUMBERG, DEFENDANT BY REG & CERT MAIL PER COURT ORDER TO 98 OKLAHOMA SALEM ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145073435. REGULAR MAIL & CERT MAIL RETURNED 10/24/07.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY.

@ SERVED

NOW, DECEMBER 6, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR DECEMBER 7, 2007 TO JANUARY 4, 2008.

@ SERVED

NOW, DECEMBER 10, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JANUARY 4, 2008.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20663
NO: 06-2021-CD

PLAINTIFF: LASALLE BANK, N.A.

vs.

DEFENDANT: JAMES BRUMBERG AND MANUELA BRUMBERG

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$239.45

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
by *Cynthia Bittner-Augheron*
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

LaSalle Bank, N.A.

Vs.

NO.: 2006-02021-CD

James Brumberg and Manuela Brumberg

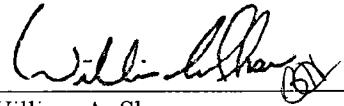
TO THE SHERIFF OF CLEARFIELD COUNTY:

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

(1) See Attached Descriptions

AMOUNT DUE/PRINCIPAL: \$56,735.67
INTEREST FROM 9/7/07 to Sale Date @
\$9.33 per diem
ATTY'S COMM: \$
DATE: 09/17/2007

PROTH. COSTS PAID: \$139.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 17th day
of September A.D. 2007
At 2:00 A.M./P.M.

Requesting Party: Martha E. Von Rosenstiel
PO Box 307
Secane, PA 19018
(610) 328-2887

Chester A. Newlands
Sheriff Dy Annthea Beter-Alexander

LEGAL DESCRIPTION

ALL THAT CERTAIN messuage or piece of land situate in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the public road leading from the State Highway Northerly to Salem Station at a point 490 feet North of an alley and on the East boundary line of said public road; thence by said public road Northerly 105 feet to a post at other lands of former grantors; thence by other lands of former grantors, easterly and at right angles with the said public road 207 feet 6 inches to a post; thence still by lands of former grantor Southerly and parallel with the said public road leading from the said highway to Salem 105 feet to a post; thence by land of former grantor Westerly 207 feet 6 inches to the East boundary line of said public highway and place of beginning, and containing 1/2 acre of land, net measure.

EXCEPTING AND RESERVING from said land all of the coal, oil and gas, clay or other minerals underlying the same, with the right of ingress, egress and regress to enter upon the above described lands to mine and remove the said minerals and carry the same away, without damage for breaking or disturbing the surface thereof and without surface support of any kind or charter, as well as the diversion of water or waters flowing through, in, upon or under said lands.

TAX PARCEL #107-C5-80

TITLE TO SAID PREMISES IS VESTED IN James Brumberg and Manuela Brumberg, his wife by Quit Claim Deed from Manuela Brumberg dated 3/8/2005 and recorded 4/8/2005 in Instrument ID #200505079.

SHORT DESCRIPTION

ALL THAT CERTAIN messuage or piece of land situate in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

DOCKET# 06-2021-CD

In the Township of Brady

FRONT: 105 feet DEPTH: 207.6 feet Containing $\frac{1}{2}$ acre of land, net measure.

TAX PARCEL# 107-C5-80

PROPERTY: 98 Oklahoma Salem Road, Du Bois, PA 15801

IMPROVEMENTS: A. Residential Dwelling

TO BE SOLD AS THE PROPERTY OF: James Brumberg and Manuela Brumberg

Martha E. Von Rosenstiel, Esquire

Attorney for Plaintiff

649 South Avenue, Unit 7

Secane, PA 19018

610 328-2887

Attorney I.D.# 52634

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JAMES BRUMBERG

NO. 06-2021-CD

NOW, March 19, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of James Brumberg And Manuela Brumberg to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	17.59
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$239.45

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	56,735.67
INTEREST @ 9.3300	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$56,775.67

COSTS:

ADVERTISING	1,238.70
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	239.45
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	139.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,901.15

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

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

LASALLE BANK, N.A. as Trustee for the MLMI TRUST
SERIES 2006-SD1 C/O WILSHIRE CREDIT CORP.
14523 SW MILLIKAN WAY, SUITE 200
BEAVERTON, OR 97005,
Plaintiff

vs.

* NO. 06-2021-CD

JAMES BRUMBERG and MANUELA BRUMBERG,
Defendants

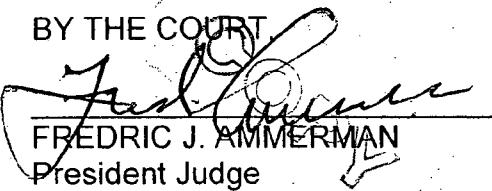
O R D E R

NOW, this 2nd day of April, 2007, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendants **JAMES BRUMBERG** and
MANUELA BRUMBERG by:

1. Publication one time in The Courier Express (DuBois) and the
Clearfield County Legal Journal;
2. By first class mail to 98 Oklahoma Salem Road, DuBois,
Pennsylvania 15801;
3. By certified mail, return receipt requested, 98 Oklahoma Salem Road,
DuBois, Pennsylvania 15801; and
4. By posting the mortgaged premises known in this herein action as
98 Oklahoma Salem Road, DuBois, Pennsylvania 15801.

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

BY THE COURT


FREDRIC J. AMMERMAN
President Judge

FILED
APR 03 2007
Rosenstiel

William A. Shaw
Prothonotary/Clerk of Courts



CHESTER A. HAWKINS

SHERIFF

COURTHOUSE

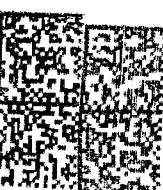
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

7006 0810 0001 4507 3435



MANUELA BRUMBERG
98 OKLAHOMA SALEM ROAD
DUBOIS, PA. 15801

MANUELA BRUMBERG
98 OKLAHOMA SALEM ROAD
DUBOIS, PA. 15801



Hager

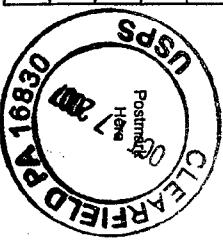
016116535405
\$05.550
10/17/2007
Mailed From 16830
US POSTAGE

U.S. Postal Service™
CLEARFIELD MAIL™ RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL U.S. POSTAGE

Postage	\$ 5.55
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.55



7006 0810 0001 4507 3435

Sent To
Street, Apt. No.: MANUELA BRUMBERG
Or PO Box No.: 98 OKLAHOMA SALEM ROAD
City, State, Zip+4: DUBOIS, PA 15801

PS Form 3800, June 2002
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MANUELA BRUMBERG
98 OKLAHOMA SALEM ROAD
DUBOIS, PA 15801

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 No
If YES, enter delivery address below:

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 3435

102595-02-NA-1540

PS Form 3811, February 2004

Domestic Return Receipt



CHESTER A. HAWKINS

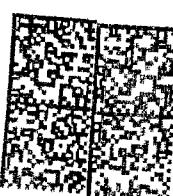
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

De Hawkins

UNABLE TO FORWARD
RETURN TO SENDER

MANUELA BRUMBERG
98 OKLAHOMA SALEM ROAD
DUBOIS, PA 15801



Hastier

\$00.580
10/17/2007

Mailed From 16830
US POSTAGE



CHESTER A. HAWKINS

SHERIFF

1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830
COURTHOUSE

Hasler

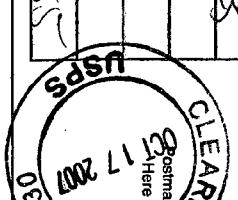
016466505405
\$05.550
10/17/2007
Mailed From 16830
US POSTAGE

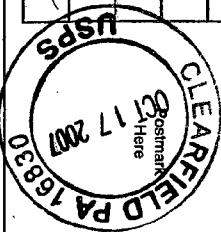
JAMES BRUMBERG
33 OKLAHOMA SALEM ROAD
NEW YORK CITY

Rec.
13 July 1967

64

7006 0810 0001 4507 3367

		7	8	9	0	1	0	0	0	4	5	0	7	3	3	6	7																							
		U.S. Postal Service CERTIFIED MAIL™ RECEIPT (Domestic Mail Only/No Insurance Coverage Provided)																																						
		For delivery information, visit our website at www.usps.com																																						
		OFFICIAL USE																																						
Sent To		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Postage</td> <td style="width: 10%;">\$</td> <td style="width: 80%; text-align: right;">3.50</td> </tr> <tr> <td colspan="2"></td> <td style="text-align: right;">15¢</td> </tr> <tr> <td colspan="2" style="text-align: right;">Certified Fee</td> <td style="text-align: right;">15¢</td> </tr> <tr> <td colspan="2" style="text-align: right;">Return Receipt Fee</td> <td style="text-align: right;">15¢</td> </tr> <tr> <td colspan="2" style="text-align: right;">(Endorsement Required)</td> <td style="text-align: right;">15¢</td> </tr> <tr> <td colspan="2" style="text-align: right;">Restricted Delivery Fee</td> <td style="text-align: right;">15¢</td> </tr> <tr> <td colspan="2" style="text-align: right;">(Endorsement Required)</td> <td style="text-align: right;">15¢</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Postage & Fees</td> <td style="text-align: right;">\$ 5.55</td> </tr> </table>															Postage	\$	3.50			15¢	Certified Fee		15¢	Return Receipt Fee		15¢	(Endorsement Required)		15¢	Restricted Delivery Fee		15¢	(Endorsement Required)		15¢	Total Postage & Fees		\$ 5.55
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Total Postage & Fees		\$ 5.55																																						
Street, Apt. No., or PO Box No. City, State, ZIP+4		<p>JAMES BRUMBERG 98 OKLAHOMA SALEM ROAD DUBOIS, PA 15801</p>																																						
PS Form 3800 (June 2002)																																								
See Reverse for Instructions																																								



Sent To

Street, Apt. No. JAMES BRUMBERG
or PO Box No. 98 OKLAHOMA SALEM ROAD
..... 74040 PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JAMES BRUMBERG
98 OKLAHOMA SALEM ROAD
DUBOIS, PA 15801

A. Signature Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from Item 1? Yes
If YES, enter delivery address below: No

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number

7006 0810 0001 4507 3367

1. (Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-0-2-M-1540

MARTHA E. VON ROSENSTIEL, P.C.
ATTORNEY AT LAW
649 SOUTH AVENUE, SUITE 7
SECANE, PA 19018

Martha E. Von Rosenstiel, Esquire
Keri P. Claeys, Esquire

Phone: (610) 328-2887
Fax: (610) 328-2875

December 6, 2007

Sheriff of Clearfield County
Real Estate Sales
Court House
Clearfield, PA 16830
FAX: 814-765-5915
ATTN: Cindy

RE: SALE DATE: 12/7/07
MORTGAGOR: James Brumberg and Manuela Brumberg
PREMISES: 98 Oklahoma Salem Road, Du Bois, PA 15801
CRT./TRM. #: 08-2021-CD
OUR FILE #: 19957

Dear Cindy:

Please CONTINUE the above Sheriff Sale to **1/4/2008** on the above captioned matter, due to no bid from client.

If there is anything else you need before the new sale date, please let me know.
Thank you for your assistance in this matter.

Sincerely yours,

Trinity McDaniel
Trinity McDaniel
Paralegal

MARTHA E. VON ROSENSTIEL, P.C.
ATTORNEY AT LAW
649 SOUTH AVENUE, UNIT 7
P.O. BOX 307
SECANE, PA 19018

PHONE (610) 328-2887
FAX (610) 328-2875

Martha E. Von Rosenstiel, Esquire
Keri P. Claeys, Esquire

December 10, 2007

Attn: Real Estate Department
Office of the Sheriff of Clearfield County
Court House
230 East Market Street
Clearfield, PA 16830
FAX: 814-765-5915
ATTN: Cindy

RE: LaSalle Bank, N.A. as Trustee for the MLMI Trust Series 2006-SD1 v. James
Brumberg and Manuela Brumberg
98 Oklahoma Salem Road, Du Bois, PA 15801
06-2021-CD
19957

Dear Cindy:

Kindly **STAY** the Sheriff's sale of the above property, which is currently
scheduled for the **1/4/2008** Sheriff's Sale. No funds were collected. Please feel free to
contact this office if you have questions or comments.

Sincerely yours,
Trinity McDaniel
Trinity McDaniel
Paralegal Assistant
Martha E. Von Rosenstiel, P.C.

Martha E. Von Rosenstiel, P.C.
Martha E. Von Rosenstiel, Esquire
649 South Avenue, Unit 6
Secane, PA 19018
610 328-2887
Attorney I.D. # 52634

Attorney for Plaintiff

LASALLE BANK, N.A. AS TRUSTEE FOR : COURT OF COMMON PLEAS
THE MLMI TRUST SERIES 2006-SD1 : Clearfield COUNTY

Plaintiff :
vs. : No: 06-2021-CD

JAMES BRUMBERG AND MANUELA :
BRUMBERG :
Defendants

PRAECIPE TO VACATE JUDGMENT
AND MARK CASE DISCONTINUED AND ENDED

TO THE PROTHONOTARY:

Kindly withdraw the judgment in the above-referenced action and mark this
action discontinued and ended without prejudice.

Martha E. Von Rosenstiel
Attorney for Plaintiff

Dated: November 29, 2010

5
FILED
m 11:08 AM
DEC -2 2010
cc Atty
Von Rosenstiel
William A. Shaw
Prothonotary/Clerk of Courts