

Mortgage Foreclosures

Date		Judge
12/19/2006	New Case Filed.	No Judge
	X Filing: Complaint in Mortgage Foreclosure, situated in Sandy Township Paid by: Goldbeck, Joseph A. Jr. (attorney for JP Morgan Chase Bank) Receipt number: 1916853 Dated: 12/19/2006 Amount: \$85.00 (Check) 1CC Atty and 4 CC shff.	No Judge
2/9/2007	X Preliminary Objections, filed by David King 2 Cert. to Atty.	No Judge
2/13/2007	X Order, NOW, this 12th day of Feb., 2007, Ordered that argument on Defendant's Preliminary Objections has been scheduled for March 20, 2007 at 9:30 a.m. in Courtroom 1. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. King	Fredric Joseph Ammerman
2/28/2007	X Plaintiff's Response to Defendant Mary Jo Meholick's Preliminary Objections; Preliminary Objection 1, Failure to Comply With The Rules of Civil Procedure. Filed by s/ Lisa A. Lee, Esquire. No CC	Fredric Joseph Ammerman
3/8/2007	X Motion To Compel Sheriff to Process Return of Service, filed by s/ David Fein, Esquire. 1CC Atty. Fein	Fredric Joseph Ammerman
3/12/2007	X Order, NOW, this 12th day of March, 2007, Ordered that the Sheriff cause a Return of Service to be filed with the Prothonotary by no later than 3:30 p.m. on March 13, 2007. The Prothonotary shall notify the Court as to the filing of the return. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Doris to Serve Shff. Office, 2CC to J. Goldbeck	Fredric Joseph Ammerman
3/13/2007	X Sheriff Return, January 2, 2007 at 11:50 am Served the within Complaint in Mortgage Foreclosure on Joseph E. Bernardo. January 11, 2007 at 11:00 am Served the within Complaint in Mortgage Foreclosure on Mary Jo Meholick. January 2, 2007 at 11:50 am Served the within Complaint in Mortgage Foreclosure on Joseph E. Bernardo. January 11, 2007 at 11:00 am Served the within Complaint in Mortgage Foreclosure on Mary Jo Meholick. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Goldbeck \$100.00 Shff Hawkins (fees not paid yet) \$29.77	Fredric Joseph Ammerman
3/21/2007	X Order, NOW, this 20th day of March, 2007, following argument on the Preliminary Objections filed on behalf of Defendant Mary Jo Meholick, Ordered: 1. Preliminary Objection I is dismissed; 2. Preliminary Objection II is granted to the extent that the Plaintiff shall have a period of no more than 20 days from this date in which to file an Amended Complaint setting forth with specificity how damages were calculated regarding the request for costs of suit and title search, corporate advance, and escrow advance. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Goldbeck, 2CC Atty. King, 1CC Def. RD 2 Box 29, DuBois, PA 15801	Fredric Joseph Ammerman
3/26/2007	X Returned mail, Order, dated March 20, 2007 to Joseph E. Bernardo, remailed to 2072 Old Route 255, DuBois PA 15801.	Fredric Joseph Ammerman
4/9/2007	X Plaintiff's Motion for Extension of Time to File an Amended Complaint, filed by Atty. Lee 3 Cert. to Atty w/o order and 1 Cert. to Atty. w/Order.	Fredric Joseph Ammerman
4/11/2007	X Order, this 10th day of April, 2007, Ordered that Plaintiff's Motion for Extension of Time to File an Amended Complaint is granted. Plaintiff is directed to file its Amended Complaint within 20 days of the date of this Order. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Atty	Fredric Joseph Ammerman

Date: 12/22/2009

Clearfield County Court of Common Pleas

User: BILLSHAW

Time: 09:01 AM

ROA Report

Page 2 of 2

Case: 2006-02103-CD

Current Judge: Fredric Joseph Ammerman

JP Morgan Chase Bank, et al vs. Joseph E. Bernardo, et al

Mortgage Foreclosures

Date		Judge
4/12/2007	Amended Sheriff Return, April 10, 2007 Sheriff costs of \$29.77 paid by attorney. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	Fredric Joseph Ammerman
4/30/2007	Amended Complaint in Mortgage Foreclosure, filed by s/ Joseph A. Goldbeck, Jr., Esquire. No CC	Fredric Joseph Ammerman
5/1/2007	Affidavit of Service filed. Court Order dated April 10, 2007 was served on Joseph E. Bernardo and David P. King Esq. on April 27, 2007, filed by s/ Lisa A. Lee Esq. No CC.	Fredric Joseph Ammerman
5/10/2007	Affidavit of Service filed. That Plaintiff's Amended Complaint relative to the above captioned matter was served on David P. King and Joseph E. Bernardo, filed by s/ Lisa A. Lee Esq.	Fredric Joseph Ammerman
6/22/2007	Answer and New Matter filed. Filed by s/ Robin Jean Foor, Esquire. 4CC to Atty.	Fredric Joseph Ammerman
7/13/2007	Plaintiff's Preliminary Objections, filed by s/ Lisa A. Lee, Esquire. No CC	Fredric Joseph Ammerman
	Plaintiff's Reply to Defendant's New Matter, filed by s/ Lisa A. Lee, Esquire. No CC	Fredric Joseph Ammerman
7/18/2007	Order, this 18th day of July, 2007, upon receipt of the Preliminary Objections to Paragraphs 28 through 31(b) of Defendant's New Matter filed on behalf of the Plaintiff, it is the Order that argument on said Preliminary Objections is scheduled for the 12th day of Sept., 2007 at 9:30 a.m. in Courtroom 1. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Lee	Fredric Joseph Ammerman
7/23/2007	Filing: Judgment Paid by: Goldbeck McCafferty & McKeever Receipt number: 1919914 Dated: 07/23/2007 Amount: \$20.00 (Check) Judgment entered against Mary Jo Meholick (ONLY) in the amount of \$39,479.35 Notice to Defendant	Fredric Joseph Ammerman
7/31/2007	Affidavit of Service filed. That a true and correct copy of Notice of Oral Argument for September 12, 2007 at 9:30 am on Plaintiff's Preliminary Objection to Robin Jean Foor Esq., and David P. King Esq., filed by s/ Lisa A. Lee Esq. No CC.	Fredric Joseph Ammerman
9/12/2007	Order, this 12th day of Sept., 2007, following argument on the Plaintiff's Preliminary Objections to Defendant Bernardo's Defenses Four and Five, it is Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Goldbeck, Foor, King	Fredric Joseph Ammerman
10/10/2007	Plaintiff's Motion For Reconsideration of this Court's Order of Sept. 12, 2007, filed by s/ Lisa A. Lee, Esquire. 2CC Atty.	Fredric Joseph Ammerman
10/25/2007	Plaintiff's Reply to Defendants' New Matter, filed by s/ Lisa A. Lee Esq. 1CC Atty.	Fredric Joseph Ammerman

5-16-11 X Petition to Withdraw Appearance
5-18-11 X Order 5-17-11
5-23-11 X Cert of Service
6-22-11 X Order 6-22-11

GOLDBECK McCAFFERTY & McKEEVER

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

JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR
TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1,
ASSET BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E. BERNARDO
MARY JO MEHOLICK
Mortgagors and Real Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

06-2103-CD

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

NOTICE

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

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

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

KEYSTONE LEGAL SERVICES

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

PENNSYLVANIA BAR ASSOCIATION

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

FILED \$85.00 Att'y
M/3:15pm ICC Att'y
DEC 19 2006 4cc Shff
(18)

William A. Shaw
Prothonotary/Clerk of Courts

AVISO

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

PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

KEYSTONE LEGAL SERVICES

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

PENNSYLVANIA BAR ASSOCIATION

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

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

Resources available for Homeowners in Foreclosure

ACT NOW!

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at homeretention@goldbecklaw.com. Call Judy at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of GMAC-0081.

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1, ASSET BACKED CERTIFICATES, SERIES 2006-1, 3451 Hammond Avenue, Waterloo, IA 50702.
2. The names and addresses of the Defendants are JOSEPH E. BERNARDO, 100 E. Washington Avenue, Dubois, PA 15801 and MARY JO MEHOLICK, 100 E. Washington Avenue, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 10, 2000 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CENTEX HOME EQUITY CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200012255. The mortgage has been assigned to: JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1, ASSET BACKED CERTIFICATES, SERIES 2006-1 by assignment of Mortgage, which has been lodged for recording. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for July 15, 2006 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$27,073.54
Interest from 06/15/2006 through 12/31/2006 at 14.9900%.....	\$2,223.99
Per Diem interest rate at \$11.12	
Reasonable Attorney's Fee	\$2,000.00
Late Charges from 07/15/2006 to 12/31/2006	\$313.20
Monthly late charge amount at \$52.20	
Costs of suit and Title Search	\$900.00
Corporate Advance	\$4,531.87
Escrow Advance	\$2,436.75
	<hr/>
	\$39,479.35

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

through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$39,479.35, together with interest at the rate of \$11.12, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: _____


GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: _____

1/3/05

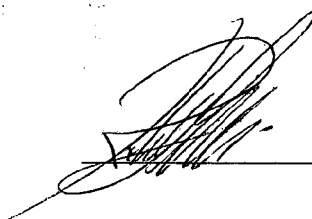
A handwritten signature in dark ink, appearing to be 'R. Lelli', is written over a horizontal line.

Exhibit A

ALL of that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, said point being on the Northerly line of the Pennsylvania Railroad old right-of-way and South $65^{\circ} 33'$ West three hundred ninety three and seven tenths (393.7) feet from the centerline of the road leading to Home Camp; thence by said right-of-way South $65^{\circ} 35'$ West one hundred fifty and five tenths (150.5) feet to a point; thence by lands of former grantor North $28^{\circ} 21'$ West four hundred seventy eight and six tenths (478.6) feet to an iron pipe on old abandoned township road; thence by said abandoned road North $84^{\circ} 14'$ East one hundred sixty two and five tenths (162.5) feet to an iron pipe; thence by lands conveyed to Albert J. Renner South $28^{\circ} 21'$ East four hundred twenty five and three tenths (425.3) feet to the place of beginning. CONTAINING 1.63 acres, more or less.

BEING the same premises conveyed to the Grantors herein by Deed of Tamara Ellen Kalgren, formerly Tamara Ellen Bernardo, dated the 14th day of July, 2000, as recorded in Clearfield County as Instrument Number 200009966.

Exhibit B

GMAC Mortgage Corporation
3451 Hammond Avenue

Waterloo, IA 50702

Date: 09/15/06

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION, OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDE 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):

MARY JO MEHOLICK

ADDRESS:

RD 2 BOX 29

DUBOIS

PA 15801-0000

LOAN ACCOUNT NUMBER:

0833006065

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

GMAC Mortgage Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender is on your property located at RD 2 BOX 29 DUBOIS PA 15801-0000 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 07/15/06 through 09/15/06. See attached Exhibit for payment breakdown.

Monthly Payments	\$ 1044.30
Late Charges	\$ 0.00
NSF	\$ 0.00
Inspections	\$ 15.00
Other (Default Expenses and Fees)	\$ 4501.87
Optional Insurance	\$ 0.00
Suspense	\$ 0.00
TOTAL AMOUNT PAST DUE:	\$ 5561.17

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 5561.17, 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 or certified check made payable and sent to:**

GMAC Mortgage Corporation
ATTN: Payment Processing
3451 Hammond Avenue

Waterloo, IA 50702

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

Not Applicable

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

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

which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.**

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: GMAC Mortgage Corporation
Address: 3451 Hammond Avenue
Waterloo, IA 50702
Phone Number: 800-850-4622
Fax Number: 319-236-7437
Contact Person: Collection 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 MAY NOT sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and 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 PAYOFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ENCLOSED

Applicable law requires us to inform you we are attempting to collect a debt and any information you provide will be used for that purpose.

If you disagree with our assertion that a default has occurred with your mortgage loan, please contact our office immediately at 800-850-4622 and speak with one of our loan counseling representatives. Thank you for your prompt response concerning this matter.

Collection Department
Loan Servicing

5041

EXHIBIT

07/15/06 through 09/15/06

Mo. Pmt. Amt. \$ 348.10

ACT 91 NOTICE
DATE OF NOTICE: November 15, 2006
TAKE ACTION TO SAVE YOUR
HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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

Date: November 15, 2006

TO: JOSEPH E. BERNARDO

Homeowners Name: JOSEPH E. BERNARDO and MARY JO MEHOLICK

Property Address: RD 2 BOX 29, Dubois, PA 15801

Loan Account No.: 0833006065

Original Lender: CENTEX HOME EQUITY CORPORATION

Current Lender/Servicer: GMAC MORTGAGE CORPORATION

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: **RD 2 BOX 29, Dubois, PA 15801** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 07/15/2006 thru 11/15/2006
(5 mos. at \$348.10/month) \$1,740.50
- (b) Late charges from 07/15/2006 thru 11/15/2006
(5 mos. at \$52.20/month) \$261.00
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,001.50

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 2,001.50**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

GMAC MORTGAGE CORPORATION
3451 Hammond Avenue
Waterloo, IA 50702

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements

under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

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

HOW TO CONTACT THE LENDER:

Name of Lender: GMAC MORTGAGE CORPORATION

Address: 3451 Hammond Avenue
Waterloo, IA 50702

Phone Number: 800-850-4622

Fax Number:

Contact Person: Loretta Carter

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loretta Carter
Phone Number: 800-850-4622

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

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

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

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

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

FILED

DEC 19 2006

William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCafferty & McKeever

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

SUITE 5000
MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106
WWW.GOLDBECKLAW.COM

December 13, 2006

William Shaw
Prothonotary of Clearfield County
230 E. Market Street
Clearfield, PA 16830

**RE: JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN
CAPITAL MORTGAGE LOAN TRUST 2006-1, ASSET BACKED CERTIFICATES,
SERIES 2006-1**

vs.

JOSEPH E. BERNARDO & MARY JO MEHOLICK

To the Prothonotary:

I enclose the original and copies of a Complaint in Mortgage Foreclosure in the above matter. Please file the original and forward to the Sheriff's office the copies of the Complaint together with the Sheriff's service forms.

Please return a date stamped copy of the filed Complaint in the enclosed self-addressed envelope. I have also enclosed checks to cover the costs.

Very truly yours,

Goldbeck, McCafferty & McKeever
Laura Bryans, Manager
215-825-6315
215-825-6415
Lbryans@goldbecklaw.com
Main Number: 215-627-1322

Enclosure

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

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1,
ASSET BACKED CERTIFICATES,
SERIES 2006-1,

Plaintiff

vs.

JOSEPH E. BERNARDO
MARY JO MEHOLICK,
Defendants

NO. 06-2103-C.D.

Type of Case: Mortgage Foreclosure

Type of Pleading: Preliminary
Objections

Filed on behalf of: Defendant, Mary Jo
Mehclick

Counsel of Record for this Party:

David P. King, Esquire

23 Eeaver Drive

P. C. Box 1016

DuBois, PA 15801

(814) 371-3760

Supreme Court No. 22980

FILED

FEB 09 2007

01 2:50/wn

William A. Shaw

Prothonotary/Clerk of Courts

2 cems to ATT

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

JPMORGAN CHASE BANK, N.A. AS TRUSTEE	:	
FOR TRUMAN CAPITAL MORTGAGE LOAN	:	
TRUST 2006-1, ASSET BACKED	:	
CERTIFICATES, SERIES 2006-1,	:	
Plaintiff	:	
	:	
vs.	:	NO. 06-2103-C.D.
	:	
JOSEPH E. BERNARDO	:	
MARY JO MEHOLICK,	:	
Defendants	:	

PRELIMINARY OBJECTIONS

AND NOW, comes the Defendant, MARY JO MEHOLICK, through her Attorney, David P. King, and files the following Preliminary Objections to Plaintiff's Complaint in this matter, and in support thereof avers as follows:

This is an Action in Mortgage Foreclosure. Plaintiff has filed suit, and in its Complaint, and more particularly Paragraph 6 thereof, alleges certain monies due and owing to Plaintiff. Plaintiff's Complaint is based on a Mortgage Note.

PRELIMINARY OBJECTION I
(FAILURE TO COMPLY WITH THE RULES OF CIVIL PROCEDURE)

1. The Plaintiff's case is based on nonpayment of a Mortgage pursuant to an accompanying Note.
2. The Plaintiff did not attach by exhibit or otherwise a copy of the applicable Mortgage Note which forms the basis of this action. Pa.R.C.P. 1019 (h)(j) requires that any action based on a writing must be attached to the pleadings.
3. Plaintiff's Complaint in this case fails to meet the requirements of such Rule.

WHEREFORE, Plaintiff's Complaint must be dismissed, or in the alternative, Plaintiff must be required to file a more specific pleading to comply with the applicable Rule.

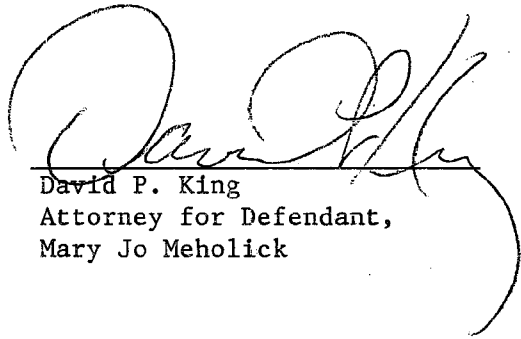
PRELIMINARY OBJECTION II
(MOTION FOR MORE SPECIFIC PLEADINGS)

1. Plaintiff's Complaint sets forth, without specificity certain charges and fees upon which it is filing suit.

2. These are "Costs of suit and Title Search"; "Corporate Advance"; and "Escrow Advance".

3. Such general statements without more specificity do not allow the Defendant to properly respond to these charges.

WHEREFORE, Plaintiff's Complaint should be dismissed, or in the alternative, Plaintiff should be required to file more specific pleadings in these regards.


David P. King
Attorney for Defendant,
Mary Jo Meholick

A

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

JP MORGAN CHASE BANK, N.A. :
AS TRUSTEE FOR TRUMAN CAPITAL :
MORTGAGE LOAN TRUST 2006-1, :
ASSET BACKED CERTIFICATES, :
SERIES 2006-1 :

vs.

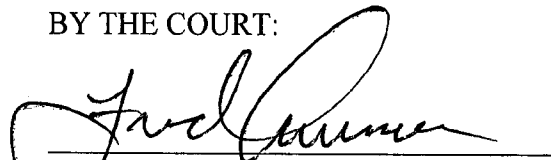
: No. 06-2103-CD

JOSEPH E. BERNARDO :
MARY JO MEHOLICK :

ORDER

AND NOW, this 12 day of February, 2007, it is the ORDER of
the Court that argument on Defendant's Preliminary Objections in the above-
captioned matter has been scheduled for **Tuesday, March 20, 2007 at 9:30 A.M.**, in
Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED

012:46/30
FEB 13 2007

3CC
Amy King
(GR)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

FEB 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/13/07

☒ You are responsible for serving all appropriate parties.

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

___ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ___ Defendant(s) Attorney

___ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

JPMORGAN CHASE BANK, N.A. AS TRUSTEE
FOR TRUMAN CAPITAL MORTGAGE LOAN
TRUST 2006-1, ASSET BACKED CERTIFICATES,
SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO MEHOLICK
Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 06-2103-CD

ORDER

AND NOW, this _____, day of _____, 2007, upon
consideration of Defendant Mary Jo Meholick's Preliminary Objections and Plaintiff's Response
thereto, it is hereby

ORDERED and DECREED that the said Preliminary Objections are OVERRULED; and

ORDERED and DECREED that Defendant, Mary Jo Meholick, has a period of twenty
(20) days from the date of this Order within which to file an Answer to Plaintiff's Complaint.

BY THE COURT:

J.

Distribution list:

Lisa A. Lee, Esquire, Suite 5000 – Mellon Independence Center, 701 Market Street,
Philadelphia, PA 19106-1532

JOSEPH E BERNARDO, 2072 Old Route 255 Dubois, PA 15801

David P. King, Esquire, P.O. Box 1016 223 Beaver Drive DuBois, PA 15801

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. #: 78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

FILED

MT 12:51 PM
FEB 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

JPMORGAN CHASE BANK, N.A. AS TRUSTEE
FOR TRUMAN CAPITAL MORTGAGE LOAN
TRUST 2006-1, ASSET BACKED CERTIFICATES,
SERIES 2006-1

3451 Hammond Avenue

Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO MEHOLICK

Mortgagors and Record Owners

RD 2 BOX 29, a/k/a RR 8 BOX 29

Dubois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-2103-CD

**PLAINTIFF'S RESPONSE TO DEFENDANT MARY JO MEHOLICK'S
PRELIMINARY OBJECTIONS**

PRELIMINARY OBJECTION I
FAILURE TO COMPLY WITH THE RULES OF CIVIL PROCEDURE

1-3. Denied. The averments contained within paragraph one (1) through three (3) are conclusions of law to which no response is necessary. By way of further response, and as stated clearly in paragraph three (3) of Plaintiff's Complaint, the Mortgage executed and delivered by Defendants to Plaintiff dated August 10, 2000 and recorded in the Office of the Recorder of Deeds of Clearfield County on August 22, 2000 as Instrument No. 200012255 is the subject of Plaintiff's Complaint. A true and correct copy of the Mortgage is attached hereto as Exhibit A. Plaintiff is seeking an in rem judgment only in this mortgage foreclosure action so that it may execute on the mortgaged property due to the default. Plaintiff's Complaint makes no mention of a Note or Bond, but references only the underlying Mortgage. However, Plaintiff has attached a copy of the Note to this Response as Exhibit B. Plaintiff addresses this issue more fully in its attached Memorandum of Law.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order overruling Defendant Mary Jo Meholick's Preliminary Objections and direct Defendant, Mary Joe Meholick, to file an answer to Plaintiff's Complaint within twenty (20) days.

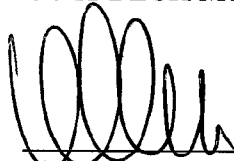
PRELIMINARY OBJECTION II
MOTION FOR MORE SPECIFIC PLEADING

1-3. Denied. Plaintiff's Complaint fully complies with Pennsylvania Rules of Civil Procedure. Specifically, Rule 1147 of the Pennsylvania Rules of Civil Procedure sets forth the averments that are required to be pled in a mortgage foreclosure complaint. Plaintiff addresses this issue more fully in its attached Memorandum of Law.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order overruling Defendant Mary Jo Meholick's Preliminary Objections and direct Defendant, Mary Joe Meholick, to file an answer to Plaintiff's Complaint within twenty (20) days.

Respectfully submitted,

GOLDBECK McCAFFERTY & McKEEVER

A handwritten signature in black ink, consisting of several loops and a trailing flourish, positioned above a horizontal line.

Lisa A. Lee, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. #: 78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, N.A. AS TRUSTEE
FOR TRUMAN CAPITAL MORTGAGE LOAN
TRUST 2006-1, ASSET BACKED CERTIFICATES,
SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO MEHOLICK
Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

Term
No. 06-2103-CD

**PLAINTIFF'S BRIEF IN SUPPORT OF ITS
RESPONSE TO DEFENDANT'S PRELIMINARY OBJECTIONS**

I. INTRODUCTION

Plaintiff has filed a mortgage foreclosure Complaint because Defendants are in default under the terms of the mortgage held by Plaintiff. In response, Defendant, Mary Jo Meholick, has filed frivolous Preliminary Objections in an effort to delay the foreclosure action.

II. PLAINTIFF'S MORTGAGE FORECLOSURE COMPLAINT COMPLIES WITH THE PENNSYLVANIA RULES OF CIVIL PROCEDURE

Plaintiff's action in mortgage foreclosure is based upon an action at law to foreclose a mortgage, not to enforce a personal liability. Pa. R.C.P. 1141. Rule 1147 of the Pa. Rules of Civil Procedure sets forth the averments that are required to be pled in a mortgage foreclosure complaint. The Rule provides:

The Plaintiff shall set forth in the complaint:

1. The parties to and the date of the mortgage, and of any assignments, and a statement of the place of record of the mortgage and assignments;
2. A description of the land subject to the mortgage;

3. The names, addresses and interests of the Defendants in the action and that the present real owner is unknown if he is not made a party;
4. a specific averment of default;
5. an itemized statement of the amount due; and
6. a demand for judgment for the amount due.

Plaintiff's Complaint in the instant matter comports with the aforesaid Requirements. Specifically, paragraph two (2) states the names, addresses and interests of the Defendants. Paragraph three (3) recites the date of the execution of the Mortgage and also sets forth the date of the Assignment, along with the information concerning the recording of the Mortgage. Paragraph four (4) refers to the legal description of the land. Paragraph five (5) states that the Mortgage is in default. Paragraph six (6) provides a breakdown of the amount due on the Mortgage. The Wherefore clause then sets forth Plaintiff's demand for judgment.

Accordingly, Plaintiff's Complaint complies with the pleading requirements as set forth in the Pennsylvania Rules of Civil Procedure.

III. PLAINTIFF HAS PROVIDED DEFENDANT WITH A DETAILED BREAKDOWN OF THE AMOUNTS DUE UNDER THE TERMS OF THE MORTGAGE

Defendant claims that Plaintiff has not provided her with a clear formula for determining Plaintiff's damages. This is simply not the case.

In paragraph six (6) of the Complaint, Plaintiff provides Defendant with a complete, detailed breakdown of the amounts due under the terms of the mortgage. Moreover, Defendant clearly knows what payments she has and has not made on account of her own mortgage loan, this information being wholly within her control.

IV. PLAINTIFF HAS PROPERLY INCORPORATED THE MORTGAGE DOCUMENTS BY REFERENCE

Defendant contends that the Complaint should be stricken because Plaintiff has failed to attach a copy of the Mortgage and Note to the Complaint, allegedly in violation of the Pa. Rules of Civil Procedure. Defendants contention is without merit.

Rule 1019(h) of the Pa. Rules of Civil Procedure provides:

A pleading shall state specifically whether any claim or defense set forth therein is based upon a writing. If so, the pleader shall attach a copy of the writing, or the material part thereof, but if the writing or a copy is not accessible to him, it is sufficient to so state, together with the reason, and to set forth the substance of the writing.

Defendant's argument ignores, however, the provisions of Rule 1019(g) which states:

Any part of a pleading may be incorporated by reference in another part of the same pleading or in another pleading in the same action. A party may incorporate by reference any matter of record in any state or federal court of record whose records are within the county within which the action is pending or any matter which is recorded or transcribed verbatim in the Office of the Prothonotary, Clerk of any Court of record, Recorder of Deeds or Register of Wills of such county. (Emphasis added).

Additionally, Rule 1019(d) provides:

In pleading an official document or official act, it is sufficient to identify it by reference or aver that the document was issued or the act done in compliance with the law.

Paragraph three (3) of Plaintiff's Complaint avers that the mortgage that is the subject of the instant action was recorded in the Office of the Recorder of Deeds of Clearfield County in Mortgage Instrument #200012255. As such, this averment falls squarely within the provisions of Rule 1019(g) and/or 1019(d). The writing need not be attached under these circumstances because it is properly incorporated by reference. See generally 2 Goodrich-Amram 2d section 1019(g):2. See also, London v. Kingsley (No. 3), 51 Lack. Jur. 59 (1950) (reference to the deed book incorporated the entire deed into the pleading).

The instant action is an in rem proceeding only, based on the Mortgage that was clearly incorporated by reference in Plaintiff's Complaint. This is not an action to enforce a personal liability under the terms of the Note and, therefore, the Note was not referenced or attached to the Complaint. Moreover, even if Defendant is correct in her assertion that the Mortgage and Note should have been attached to the Complaint pursuant to Rule 1019(h), Plaintiff has attached true and correct copies of the documents to the instant pleading as Exhibits A and B. It has long been recognized that if a copy of the document

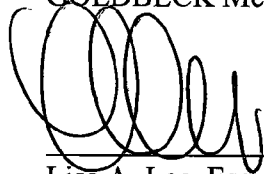
sought by defendant is furnished by plaintiff, the defendant's preliminary objection becomes moot. Delgross v. Gruerio, 389 A.2d 119 (Pa, Super. 1978).

VI. CONCLUSION

For the reasons set forth herein, Defendant Mary Jo Meholick's Preliminary Objections are meritless and have been interposed for the purpose of delay only. Plaintiff respectfully requests that this Honorable Court enter an Order overruling Defendant Mary Jo Meholick's Preliminary Objections and directing Defendant to file an Answer to Plaintiff's Complaint within twenty (20) days of the Court's Order.

Respectfully submitted,

GOLDBECK McCAFFERTY & McKEEVER

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

Lisa A. Lee, Esquire
Attorney for Plaintiff

EXHIBIT "A"

MO:Foreclosure Dept COMPANY:

**CERTIFIED TRUE AND
CORRECT COPY***James Brantley*

PREPARED BY:
CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111, FINAL DOCS
Dallas, TX 75219

Parcel Number:
0

[Space Above This Line For Recording Data]

243504136

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 10, 2000**
MARY JO MEHOLICK AND
JOSEPH E. BERNARDO AS JOINT TENANTS

The mortgagor

("Borrower"). This Security Instrument is given to

CENTEX HOME EQUITY CORPORATION

which is organized and existing under the laws of **THE STATE OF NEVADA**, and whose
address is **2828 NORTH HARWOOD, DALLAS, TX 75201-1516**

("Lender"). Borrower owes Lender the principal sum of

TWENTY SEVEN THOUSAND FIVE HUNDRED FORTY SIX & 57/100

Dollars (U.S. \$

27,546.57)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on **AUGUST 15, 2015**.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewal
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect
the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security
Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described
property located in **CLEARFIELD** County, Pennsylvania

All that tract or parcel of land as shown on Schedule "A" attached hereto
which is incorporated herein and made a part hereof.

which has the address of **RD 2 BOX 29, DUBOIS**
Pennsylvania **15801**

[Zip Code] ("Property Address");

[Direct, Ch

PENNSYLVANIA- Single Family -FNMBA/FHLMC-
UNIFORM INSTRUMENT Form 3039 9/90
-6H(PA) 0612 Amended 6/01

Page 1 of 7

VLSF MORTGAGE FORMS - (200)321-7281



O:Foreclosure Dept COMPANY:

241504138

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

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

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

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

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

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

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

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

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

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

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

O:Foreclosure Dept COMPANY:

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

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

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

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

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

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

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

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Initials *MM* *LS*
Form 3039

0:Foreclosure Dept COMPANY:

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

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

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

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

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

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

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

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

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

Foreclosure Dept COMPANY:

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

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

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

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check applicable box(es))

- ☐ Adjustable Rate Rider
☒ Graduated Payment Rider
☒ Balloon Rider
☐ VA Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☐ Other(s) (specify)

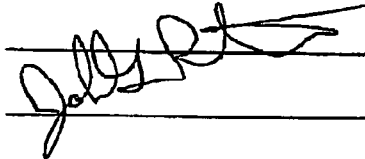
- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider


Foreclosure Dept COMPANY:

243504138

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

Witnesses:



 (Seal)
MARY JO MCHOLICK -Borrower

 (Seal)
JOSEPH E. BERNARDO -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, **DIANA COUNTS**
the within-named Mortgagee is

do hereby certify that the correct address is

Witness my hand this **2828 NORTH HARWOOD, DALLAS, TX 75201-1516**
day of

DIANA COUNTS

Agent of Mortgage

COMMONWEALTH OF PENNSYLVANIA,

CLARKE County ss:

On this, the **10TH** day of **AUGUST**, **2000**, before me, the undersigned officer
personally appeared **MARY JO MCHOLICK**

person whose name **IS** subscribed to the within instrument and acknowledged that **SAE**
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires: **4 26 3**

Notarial Seal
John G. Petrus, Notary Public
St. Marys, Elk County
My Commission Expires Apr. 26, 2003
Member, Pennsylvania Association of Notaries

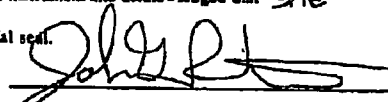

NOTARY PUBLIC
Title of Officer

EXHIBIT "B"

BALLOON NOTE

(Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

AUGUST 10, 2000

[Date]

PITTSBURGH

[City]

PENNSYLVANIA

[State]

RD 2 BOX 29, DUBOIS, PENNSYLVANIA 15801

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 27,546.57 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
CENTEX HOME EQUITY CORPORATION

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 14.990 %.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 15th day of each month beginning on

SEPTEMBER 15, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on AUGUST 15, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 199400

DALLAS, TX 75219-9077

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 348.10

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full or partial prepayment at any time. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first 60 months after the execution of the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), I make any prepayment(s) within any 12-month period the total amount of which exceeds twenty percent (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original principal amount of the loan.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of

10

calendar days after the date it is due, I will pay a late charge to the Note Holder.

The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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


11. APPLICABLE LAW

This Note shall be governed by the laws of the State of

PENNSYLVANIA

If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

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

 (Seal)
MARY JO MEHOLICK -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

MULTISTATE BALLOON FIXED RATE NOTE - Single Family
Modified-870 (8709).03 / FNMA 3260 (3/87)
CE870-2 (031098)

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

SSN:

____ (Seal)
____ -Borrower

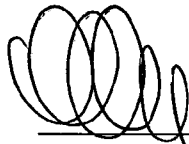
SSN:

[Sign Original Only]

VERIFICATION

LISA A. LEE, ESQUIRE hereby states that she is the attorney for Plaintiff herein, and that all of the facts set forth in the attached Response to Defendant Mary Jo Meholick's Preliminary Objections are true and correct to the best of her knowledge, information and belief.

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

A handwritten signature in black ink, consisting of several overlapping loops and a trailing flourish, positioned above a horizontal line.

Lisa A. Lee, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. #: 78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, N.A. AS TRUSTEE
FOR TRUMAN CAPITAL MORTGAGE LOAN
TRUST 2006-1, ASSET BACKED CERTIFICATES,
SERIES 2006-1

3451 Hammond Avenue
Waterloo, IA 50702

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

vs.

No. 06-2103-CD

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Response to Defendant Mary Jo Meholic's Preliminary Objections was sent by first class mail, postage pre-paid, upon the following on the date listed below:

ATTORNEY FOR MARY JO MEHOLICK ONLY

David P. King, Esquire
P.O. Box 1016
223 Beaver Drive
DuBois, PA 15801

JOSEPH E BERNARDO
2072 Old Route 255
Dubois, PA 15801

GOLDBECK McCAFFERTY & McKEEVER

Date:

2/27/07



Cheryl A. Ditchus
Sr. Litigation Paralegal

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY
PENNSYLVANIA

JPMORGAN CHASE BANK, N.A. AS :
TRUSTEE FOR TRUMAN CAPITAL :
MORTGAGE LOAN TRUST 2006-1, :
ASSET BACKED CERTIFICATES, :
SERIES 2006-1 : No.: 06- 2103 CD
3451 Hammond Avenue :
Waterloo, IA 50702 :
Plaintiffs, :
vs :
JOSEPH E BERNARDO and MARY JO :
MEHOLICK :
Mortgagors and Record Owners :
RD 3 BOX 29 a/k/a RR 8 Box 29 :
DuBois, PA 15801 :
Defendants. :

RULE TO SHOW CAUSE

AND NOW, this _____ day of _____, 2007,
upon consideration of the foregoing Motion, it is hereby ORDERED
that a Rule shall be issued to all interested parties to show
cause, if any they may have the relief requested in the within
Motion should not be granted.

Said Rule returnable on the _____ day of _____,
2007; if a Hearing is thereafter necessary, it shall be held on the
_____ day of _____, 2007, at _____ .m., in Courtroom
_____ of the Clearfield County Courthouse, Clearfield,
Pennsylvania.

BY THE COURT:

P.J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK
Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 06-2103-CD

ORDER

AND NOW, this _____ day of _____, 2007, upon
consideration of the Motion to Compel Sheriff to Process Return of Service of plaintiff,
JPMorgan Chase Bank, N.A. as Trustee for Truman Capital Mortgage Loan Trust 2006-
1, Asset Backed Certificates, Series 2006-1 ("Plaintiff"), and any response thereto, it is
hereby

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

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

BY THE COURT:

J.

GOLDBECK McCafferty & McKeever

A Professional Corporation

By: David Fein, Esquire

Attorney I.D. #: 82628

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

LA
FILED ^{1cc}
MAR 08 2007 ^{12:55 PM} ^{Any Fein} ^{GN}

William A. Shaw
Prothonotary/Clerk of Courts

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 06-2103-CD

MOTION TO COMPEL SHERIFF TO PROCESS RETURN OF SERVICE

Plaintiff, JPMorgan Chase Bank, N.A. as Trustee for Truman Capital Mortgage Loan Trust 2006-1, Asset Backed Certificates, Series 2006-1 ("Plaintiff"), by and through its attorneys, Goldbeck McCafferty & McKeever, moves this Honorable Court for an Order to Compel the Sheriff of Clearfield County to process the return of service:

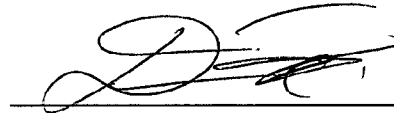
1. On December 19, 2006, Plaintiff filed its Complaint in Mortgage Foreclosure.
2. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon defendants, Joseph E. Bernardo and Mary Jo Meholic ("Defendants").
3. To the best of Plaintiff's knowledge, the Sheriff attempted service of the complaint.
4. Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added).
5. Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made.

6. It has been two (2) months, yet the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff.
7. The Sheriff is not in compliance with Rule 405.
8. The Sheriff's delay has caused prejudice to Plaintiff, as Plaintiff has been unable to continue with this lawsuit.

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

Respectfully submitted,

GOLDBECK McCAFFERTY & McKEEVER

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

David Fein, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: David Fein, Esquire

Attorney I.D. #: 82628

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-2103-CD

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

I. FACTS

On December 19, 2006, Plaintiff filed its Complaint in Mortgage Foreclosure. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon Defendants. To the best of Plaintiff's knowledge, the Sheriff attempted service of the complaint.

II. ARGUMENT

Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added). Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made. It has been two (2) months, yet


the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff. The Sheriff is not in compliance with Rule 405.

III. CONCLUSION

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

Respectfully submitted,

GOLDBECK, McCAFFERTY & McKEEVER

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

David Fein, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: David Fein, Esquire

Attorney I.D. #: 82628

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

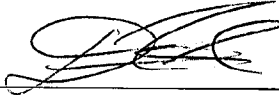
No. 06-2103-CD

VERIFICATION

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

GOLDBECK McCAFFERTY & McKEEVER

By: _____


David Fein, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: David Fein, Esquire

Attorney I.D. #: 82628

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-2103-CD

CERTIFICATION OF SERVICE


David Fein, Esquire, hereby certifies that on 3/7/07 he did serve true and
correct copies of the within Motion by first class mail, postage pre-paid upon the following:

Joseph E. Bernardo and Mary Jo Meholic
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Joseph E. Bernardo
2072 Old Route 255
Dubois, PA 15801

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

GOLDBECK McCAFFERTY & McKEEVER



David Fein, Esquire
Attorney for Plaintiff

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

JP MORGAN CHASE BANK, N.A. as TRUSTEE *
for TRUMAN CAPITAL MORTGAGE LOAN TRUST *
2006-1, ASSET BACKED CERTIFICATES, SERIES *
2006-1, *

Plaintiff *

v. *

JOSEPH E. BERNARDO and MARY JO MEHOLICK, *
Mortgagors and Record Owners, *

Defendants *

NO. 06-2103-CD

ORDER

NOW, this 12th day of March, 2007, the Court noting the difficulties caused relative no Sheriff's Return having yet been filed with the Prothonotary, and in consideration of Pa. R.C.P. 405 (a) and the Plaintiff's Motion to Compel Sheriff to Prosess Return of Service, it is the ORDER of this Court that the Sheriff cause a Return of Service to be filed with the Prothonotary by no later than 3:30 p.m. on Tuesday, MArch 13, 2007. The Prothonotary shall notify the Court as to the filing of the return.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 1cc to Doris to
0/10:20am Serve Shff
MAR 12 2007 Office
+ 2cc to J. Goldbeck
William A. Shaw
Prothonotary/Clerk of Courts
(EK)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102266
NO: 06-2103-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK, N.A.
vs.
DEFENDANT: JOSEPH E. BERNARDO and MARY JO MEHOLICK

SHERIFF RETURN

NOW, January 02, 2007 AT 11:50 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH E. BERNARDO DEFENDANT AT 2072 OLD RT. 255, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH BERNARDO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

29.77 shff cost
not paid yet
Filing Return
per court order

FILED
01/31/07
MAR 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102266
NO: 06-2103-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK, N.A.

vs.

DEFENDANT: JOSEPH E. BERNARDO and MARY JO MEHOLICK

SHERIFF RETURN

NOW, January 11, 2007 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY JO MEHOLICK DEFENDANT AT WORK: ITALIAN OVEN, RT. 255, DUBOIS MALL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY JO MEHOLICK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102266
NO: 06-2103-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK, N.A.

vs.

DEFENDANT: JOSEPH E. BERNARDO and MARY JO MEHOLICK

SHERIFF RETURN

NOW, January 02, 2007 AT 11:50 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH E. BERNARDO DEFENDANT AT 2072 OLD RT. 255, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPH BERNARDO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102266
NO: 06-2103-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK, N.A.

vs.

DEFENDANT: JOSEPH E. BERNARDO and MARY JO MEHOLICK

SHERIFF RETURN

NOW, January 11, 2007 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY JO MEHOLICK DEFENDANT AT WORK: ITALIAN OVEN, RT. 255, DUBOIS MALL, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY JO MEHOLICK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102266
NO: 06-2103-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK, N.A.
vs.
DEFENDANT: JOSEPH E. BERNARDO and MARY JO MEHOLICK

SHERIFF RETURN

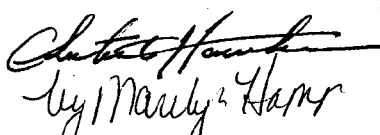
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	279464	40.00
SHERIFF HAWKINS	GOLDBECK	27964	60.00
SHERIFF HAWKINS			29.77

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

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

JP MORGAN CHASE BANK, N.A. :
AS TRUSTEE FOR TRUMAN :
CAPITAL MORTGAGE LOAN :
TRUST 2006-1, ASSET BACKED :
CERTIFICATES, SERIES 2006-1 :

-VS-

No. 06-2103-CD

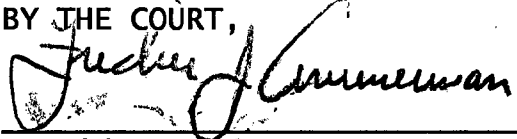
JOSEPH E. BERNARDO, MARY :
JO MEHOLICK :

O R D E R

AND NOW, this 20th day of March, 2007, following argument on the Preliminary Objections filed on behalf of Defendant Mary Jo Meholick, it is the ORDER of this Court as follows:

1. Preliminary Objection I is hereby dismissed;
2. Preliminary Objection II is hereby granted to the extent that the Plaintiff shall have a period of no more than twenty (20) days from this date in which to file an Amended Complaint setting forth with specificity how damages were calculated regarding the request for costs of suit and title search, corporate advance, and escrow advance.

BY THE COURT,



President Judge

FILED
MAR 21 2007

2cc Atty Goldbeck

2cc Atty King

1cc Def.

RD 2 Box 29

DeBois, PA 15801

William A. Shaw
Prothonotary/Clerk of Courts

(610)

FILED

MAR 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE 3/21/07

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

X Defendant(s) X Defendant(s) Attorney

Benardo
 Special Instructions:

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
RIEFELD, PENNSYLVANIA

FILED
m/11:15am
MAR 26 2007

remained
2072 Old Route
255
DuBois PA 15801

Joseph E. Bernardo
RD 2 Box 29
DuBois, PA 15801

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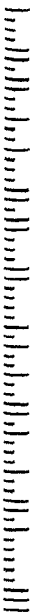
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US POSTAGE

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IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JP MORGAN CHASE BANK, N.A. :
AS TRUSTEE FOR TRUMAN :
CAPITAL MORTGAGE LOAN :
TRUST 2006-1, ASSET BACKED :
CERTIFICATES, SERIES 2006-1 :

-VS-

No. 06-2103-CD

JOSEPH E. BERNARDO, MARY :
JO MEHOLICK :

O R D E R

AND NOW, this 20th day of March, 2007, following argument on the Preliminary Objections filed on behalf of Defendant Mary Jo Meholick, it is the ORDER of this Court as follows:

1. Preliminary Objection I is hereby dismissed;
2. Preliminary Objection II is hereby granted to the extent that the Plaintiff shall have a period of no more than twenty (20) days from this date in which to file an Amended Complaint setting forth with specificity how damages were calculated regarding the request for costs of suit and title search, corporate advance, and escrow advance.

BY THE COURT,

/S/ Fredric J Ammerman

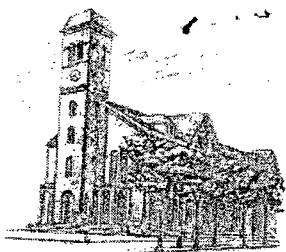
President Judge

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

MAR 21 2007

Attest.

(Signature)
Prothonotary
Clerk of Court



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 3/21/07

_____ You are responsible for serving all appropriate parties.

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

_____ Plaintiff(s) X Plaintiff(s) Attorney _____ Other

X Defendant(s) X Defendant(s) Attorney
 Bernardo

_____ Special Instructions:

117

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

No. 06-2103-CD

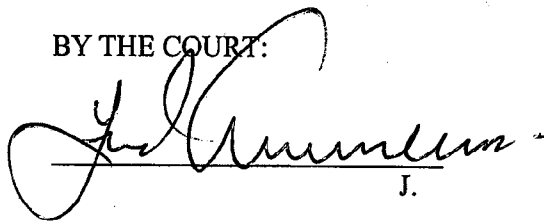
JOSEPH E BERNARDO and MARY JO
MEHOLICK
Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

ORDER

AND NOW, this 10th, day of April, 2007, after
review of Plaintiff's Motion for Extension of Time to File an Amended Complaint, and
Defendants' Response if any, it is hereby:

ORDERED, ADJUDGED and DECREED that Plaintiff's Motion for Extension
of Time to File an Amended Complaint in this matter is hereby granted. Plaintiff is
directed to file its Amended Complaint within twenty (20) days of the date of this Order.

BY THE COURT:


J.

FILED

APR 10 2007

0111:00/11
William A. Shaw
Prothonotary/Clerk of Courts

1 CERT TO ATT

FILED

APR 1 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4-11-07

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other
____ Defendant(s) _____ Defendant(s) Attorney

____ Special Instructions:

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. #: 78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 06-2103-CD

FILED

APR 09 2007

0/1:30(w)
William A. Shaw
Prothonotary/Clerk of Courts
3 CEN + 70 ATT + w/o
SROK
1 CEN + 70 ATT + w/GAM

PLAINTIFF'S MOTION FOR EXTENSION OF TIME TO FILE
AN AMENDED COMPLAINT

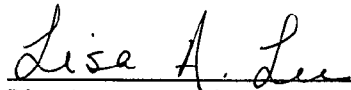
1. Plaintiff filed the instant mortgage foreclosure case on December 19, 2006.
2. Defendant, Mary Jo Meholic, filed Preliminary Objections to Plaintiff's Complaint.
3. Defendant, Mary Jo Meholic's Preliminary Objections were dismissed in part, and granted in part, by Court Order dated March 20, 2007. Defendant, Mary Jo Meholic's Preliminary Objection I was dismissed and Preliminary Objection II was granted to the extent that the Plaintiff shall have a period of twenty (20) days to file an Amended Complaint setting forth with specificity how damages were calculated regarding the request for costs of suit and title search, corporate advance, and escrow advance. A true and correct copy of Court Order dated March 20, 2007 is attached hereto as Exhibit A.

4. Plaintiff's counsel is in the process of obtaining the necessary information and Verification from its client in order to file an Amended Complaint in these proceedings.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order expressly granting Plaintiff an extension of time file an Amended Complaint.

Respectfully submitted,

GOLDBECK McCAFFERTY & McKEEVER

A handwritten signature in cursive script, reading "Lisa A. Lee", is written over a horizontal line.

Lisa A. Lee, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. #: 78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-2103-CD

**PLAINTIFF'S BRIEF IN SUPPORT OF ITS MOTION FOR EXTENSION OF TIME TO
FILE AN AMENDED COMPLAINT**

I. FACTUAL BACKGROUND

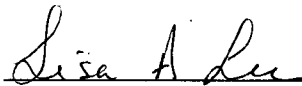
Plaintiff filed the instant mortgage foreclosure case on December 19, 2006. Defendant, Mary Jo Meholic, filed Preliminary Objections to Plaintiff's Complaint. Defendant, Mary Jo Meholic's Preliminary Objections were dismissed in part, and granted in part, by Court Order dated March 20, 2007. Defendant, Mary Jo Meholic's Preliminary Objection I was dismissed and Preliminary Objection II was granted to the extent that the Plaintiff shall have a period of twenty (20) days to file an Amended Complaint setting forth with specificity how damages were calculated regarding the request for costs of suit and title search, corporate advance, and escrow advance. A true and correct copy of Court Order dated March 20, 2007 is attached hereto as

Exhibit A. Plaintiff's counsel is in the process of obtaining the necessary information and Verification from its client to file its Amended Complaint.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order expressly granting Plaintiff an extension of time file an Amended Complaint.

Respectfully submitted,

GOLDBECK McCAFFERTY & McKEEVER

A handwritten signature in cursive script, appearing to read "Lisa A. Lee", is written over a horizontal line.

Lisa A. Lee, Esquire
Attorney for Plaintiff

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JP MORGAN CHASE BANK, N.A. :
AS TRUSTEE FOR TRUMAN :
CAPITAL MORTGAGE LOAN :
TRUST 2006-1, ASSET BACKED :
CERTIFICATES, SERIES 2006-1 :

-VS-

JOSEPH E. BERNARDO, MARY :
JO MEHOLICK :

SCANNED

O R D E R

AND NOW, this 20th day of March, 2007, following
argument on the Preliminary Objections filed on behalf of
~~Defendant Mary Jo Meholick, it is the ORDER of this Court~~
as follows:

1. Preliminary Objection I is hereby dismissed;
2. Preliminary Objection II is hereby granted
to the extent that the Plaintiff shall have a period of no
more than twenty (20) days from this date in which to file
an Amended Complaint setting forth with specificity how
damages were calculated regarding the request for costs of
suit and title search, corporate advance, and escrow
advance.

BY THE COURT,

/S/ Fredric J Ammerman

President Judge

I hereby certify that the foregoing
and attached copy of the original
statement filed in the case.

MAR 21 2007

Attest.

[Signature]
Clerk of Courts

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

JP MORGAN CHASE BANK, N.A. :
AS TRUSTEE FOR TRUMAN :
CAPITAL MORTGAGE LOAN :
TRUST 2006-1, ASSET BACKED :
CERTIFICATES, SERIES 2006-1 :

-VS-

No. 06-2103-CD

JOSEPH E. BERNARDO, MARY :
JO MEHOLICK :

O R D E R

AND NOW, this 20th day of March, 2007, following
argument on the Preliminary Objections filed on behalf of
Defendant Mary Jo Meholick, it is the ORDER of this Court
as follows:

1. Preliminary Objection I is hereby dismissed;
2. Preliminary Objection II is hereby granted
to the extent that the Plaintiff shall have a period of no
more than twenty (20) days from this date in which to file
an Amended Complaint setting forth with specificity how
damages were calculated regarding the request for costs of
suit and title search, corporate advance, and escrow
advance.

BY THE COURT,

/S/ Fredric J Ammerman

President Judge

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

MAR 21 2007

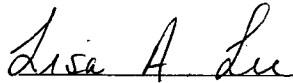
APCCL

[Handwritten signature]

VERIFICATION

LISA A. LEE, ESQUIRE hereby states that she is the attorney for Plaintiff herein, and that all of the facts set forth in the attached Motion for Extension of Time to File an Amended Complaint are true and correct to the best of her knowledge, information and belief.

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



Lisa A. Lee, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

ATTORNEY FOR PLAINTIFF

By: Lisa A. Lee, Esquire

Attorney I.D. #: 78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

JPMORGAN CHASE BANK, N.A. AS TRUSTEE
FOR TRUMAN CAPITAL MORTGAGE LOAN
TRUST 2006-1, ASSET BACKED CERTIFICATES,
SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-2103-CD

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners

RD 2 BOX 29, a/k/a RR 8 BOX 29

Dubois, PA 15801

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Motion for Extension of Time to
File an Amended Complaint was served, upon the following on the date and manner listed
below:

ATTORNEY FOR MARY JO MEHOLICK ONLY

VIA FACSIMILE: (814-317-4874)

David P. King, Esquire

P.O. Box 1016

223 Beaver Drive

DuBois, PA 15801

VIA FIRST CLASS MAIL

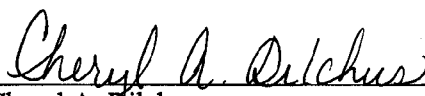
JOSEPH E BERNARDO

2072 Old Route 255

Dubois, PA 15801

GOLDBECK McCAFFERTY & McKEEVER

Date: 4-9-07


Cheryl A. Dilchus
Sr. Litigation Paralegal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG. 102266

JPMORGAN CHASE BANK, N.A.

NO. 06-2103-CD

-VS-

JOSEPH E. BERNARDO and MARY JO MEHOLICK

COMPLAINT IN MORTGAGE FORECLOSURE


AMENDED
SHERIFF'S RETURN


NOW APRIL 10, 2007 SHERIFF COSTS OF \$29.77 PAID BY ATTY.

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2007

So Answers,


by *Marilyn Harris*
CHESTER A. HAWKINS,
SHERIFF

FILED
9:31 am
APR 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR
TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1,
ASSET BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E BERNARDO

MARY JO MEHOLICK

Mortgagors and Real Owners

RD 2 BOX 29, a/k/a RR 8 BOX 29

Dubois, PA 15801

Defendants

FILED *no cc*
m 11:35 AM
APR 30 2007 *(GW)*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

AMENDED

ACTION OF MORTGAGE FORECLOSURE

No. 06-2103-CD

NOTICE

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

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

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

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

AVISO

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

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

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

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

KEYSTONE LEGAL SERVICES

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

PENNSYLVANIA BAR ASSOCIATION

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

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

Resources available for Homeowners in Foreclosure

ACT NOW!

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call Beth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of GMAC-0081.

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

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

AMENDED COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1, ASSET BACKED CERTIFICATES, SERIES 2006-1, 3451 Hammond Avenue, Waterloo, IA 50702.
2. The names and addresses of the Defendants are JOSEPH E BERNARDO, 2072 Old Route 255, Dubois, PA 15801 and MARY JO MEHOLICK, 100 E. Washington Avenue, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 10, 2000 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CENTEX HOME EQUITY CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200012255. The mortgage has been assigned to: JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1, ASSET BACKED CERTIFICATES, SERIES 2006-1 by assignment of Mortgage which was lodged for recording. The Mortgage and assignment are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record. A true and correct copy of the Mortgage and Assignment of Mortgage are attached hereto as Exhibits A and B.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit C ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for July 15, 2006 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage as of December 31, 2006:

Principal Balance	\$27,073.54
Interest from 06/15/2006	\$3,547.28
through 04/30/07 at 14.9900%	
Per Diem interest rate at \$11.12	
Reasonable Attorney's Fees	\$2,000.00
Previous Attorney's Fees and Costs (See attached Exhibit D)	\$4,394.50
Late Charges from 07/15/2006 to 12/31/2006	\$313.20
Monthly late charge amount at \$52.20	
Title Search	\$325.00
Filing Fee-Complaint	\$85.00
Service Costs-Sheriff	\$100.00
Escrow Advances	
Taxes Paid March 20, 2007	\$305.77
Taxes Paid October 10, 2006	\$335.24
Taxes Paid September 26, 2006	\$799.57
Taxes Paid September 22, 2006	\$1,282.02
Property Inspections	\$112.50
Appraisals	\$72.08
BPO	\$100.00
	\$40,845.70

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

WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$40,845.70, together with interest at the rate of \$11.12, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

GOLDBECK MCCAFFERTY & McKEEVER

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

EXHIBIT "A"

Foreclosure Dept COMPANY:

CERTIFIED TRUE AND
CORRECT COPY*Jessie C. Carter*

PREPARED BY:
CENTEX HOME EQUITY CORPORATION
P.O. BOX 199111, FINAL DOCS
DALLAS, TX 75219

Parcel Number:
0

[Space Above This Line For Recording Data]

243504138

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 10, 2000
MARY JO MEBOLICK AND
JOSEPH E. BERNARDO AS JOINT TENANTS

The mortgagor

("Borrower"). This Security Instrument is given to

CENTEX HOME EQUITY CORPORATION

which is organized and existing under the laws of THE STATE OF NEVADA, and who
address is 2828 NORTH HARWOOD, DALLAS, TX 75201-1516

("Lender"). Borrower owes Lender the principal sum of

TWENTY SEVEN THOUSAND FIVE HUNDRED FORTY SIX & 57/100

Dollars (U.S. \$

27,546.57

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 15, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewal extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

which has the address of RD 2 BOX 29, DUBOIS
Pennsylvania 15801

[Zip Code] ("Property Address");

PENNSYLVANIA- Single Family - FTMIA/PHLMC-
UNIFORM INSTRUMENT Form 3039 9/90
AMENDED 6/91

Page 1 of 7

VAP MORTGAGE FORMS - (200)321-7281



O:Foreclosure Dept COMPANY:

243504138

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check applicable box(es))

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☒ Balloon Rider
☐ VA Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider
☐ Other(s) (specify)

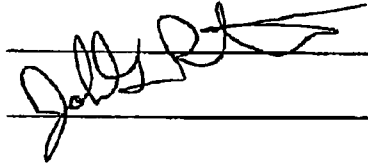
- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider


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

Witnesses:



 (Seal)
MARY JO MEHOLICK -Borrower

 (Seal)
JOSEPH E. BERNARDO -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, **DIANA COUNTS**
the within-named Mortgagee is

do hereby certify that the correct address is

Witness my hand this **2828 NORTH HARWOOD, DALLAS, TX 75201-1516**
day of

DIANA COUNTS

Agent of Mortgage

COMMONWEALTH OF PENNSYLVANIA,

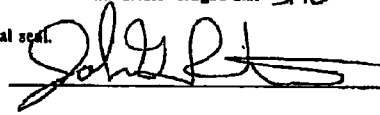
CLEARFELD County ss:

On this, the **10th** day of **AUGUST**, **2000**, before me, the undersigned officer
personally appeared **MARY JO MEHOLICK**

person whose name **IS** subscribed to the within instrument and acknowledged that **SAE**
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires: **4 26 3**

Notarial Seal
John G. Faurus, Notary Public
St. Marys, Elk County
My Commission Expires Apr. 26, 2003
Member, Pennsylvania Association of Notaries


NOTARY PUBLIC
Title of Officer

Foreclosure Dept COMPANY:

BALLOON RIDER

243504138

THIS BALLOON RIDER is made this 10th day of AUGUST, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to

CENTEX HOME EQUITY CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

RD 2 BOX 29, DUBOIS PENNSYLVANIA 15801

(Property Address)

The term of the loan is 180 months. As a result, you will be required to repay the entire principal balance and any accrued interest then owing 180 months from the date on which the loan is made.

The Lender has no obligation to refinance this loan at the end of its term. Therefore, you may be required to repay the loan out of assets you own or you may have to find another Lender willing to refinance the loan.

Assuming this Lender or another Lender refinances this loan at maturity, you will probably be charged interest at market rates prevailing at that time and such rates may be higher than the interest rate on this loan. You may also have to pay some or all of the closing costs normally associated with a new mortgage loan.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Balloon Rider.

Mary Jo Berolick
MARY JO BEROLICK

(Seal)

Borrower

Joseph E. Bernardo
JOSEPH E. BERNARDO

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

CE870U (012098)

(Sign Original Only)

EXHIBIT "B"

BALLOON NOTE

(Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

AUGUST 10, 2000

[Date]

PITTSBURGH

[City]

PENNSYLVANIA

[State]

RD 2 BOX 29, DUBOIS, PENNSYLVANIA 15801

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 27,546.57 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is
CENTEX HOME EQUITY CORPORATION

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 14.990 %.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 15th day of each month beginning on

SEPTEMBER 15, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on AUGUST 15, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 199400

DALLAS, TX 75219-9077

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 348.10

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full or partial prepayment at any time. If I make a partial prepayment equal to one or more of my monthly payments, my due date may be advanced no more than one month. If I make any other partial prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first 60 months after the execution of the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), I make any prepayment(s) within any 12-month period the total amount of which exceeds twenty percent (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original principal amount of the loan.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder.

The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

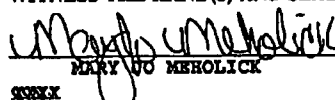
11. APPLICABLE LAW

This Note shall be governed by the laws of the State of

PENNSYLVANIA

If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

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

 (Seal)
MARY JO MEHOLICK -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

SSN:

SSN:

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

SSN:

SSN:

EXHIBIT "C"

ALL of that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, said point being on the Northerly line of the Pennsylvania Railroad old right-of-way and South $65^{\circ} 33'$ West three hundred ninety three and seven tenths (393.7) feet from the centerline of the road leading to Home Camp; thence by said right-of-way South $65^{\circ} 35'$ West one hundred fifty and five tenths (150.5) feet to a point; thence by lands of former grantor North $28^{\circ} 21'$ West four hundred seventy eight and six tenths (478.6) feet to an iron pipe on old abandoned township road; thence by said abandoned road North $84^{\circ} 14'$ East one hundred sixty two and five tenths (162.5) feet to an ~~iron pipe~~ ~~corner of~~ ~~land of~~ ~~former~~ ~~grantor~~ ~~SAUNDERS J. BARNER~~ South $28^{\circ} 21'$ East four hundred twenty five and three tenths (425.3) feet to the place of beginning. CONTAINING 1.63 acres, more or less.

BEING the same premises conveyed to the Grantors herein by Deed of Tamara Ellen Kalgren, formerly Tamara Ellen Bernardo, dated the 14th day of July, 2000, as recorded in Clearfield County as Instrument Number 200009956.

EXHIBIT "D"

PREVIOUS FORECLOSURE ATTORNEY'S FEES AND COSTS
CENTEX HOME EQUITY CO., LLC v. BERNARDO, et al.
CLEARFIELD COUNTY CCP, DOCKET NO. 2005-01877-CD

FEES

Foreclosure Fee	\$1,062.50
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COSTS

Prothonotary (Filing Fee)	\$85.00
Prothonotary (Filing Fee)	\$20.00
Prothonotary (Filing Fee)	\$20.00
Prothonotary (Filing Fee)	\$7.00
Sheriff Service Costs	\$100.00
Sheriff Service Costs	\$100.00
Sheriff Deposit	\$2,500.00
Sheriff Deposit	\$40.00
Title Search	\$275.00
Title Search	\$185.00

Sub-Total	\$3,332.00
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TOTAL	\$4,394.50
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EXHIBIT "E"

GMAC Mortgage Corporation
3451 Hammond Avenue

Waterloo, IA 50702

Date: 09/15/06

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION, OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDE 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):

MARY JO MEHOLICK

ADDRESS:

RD 2 BOX 29

DUBOIS

PA 15801-0000

0833006065

LOAN ACCOUNT NUMBER:

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

GMAC Mortgage Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. ~~The lender may not take action against you for thirty (30) days after the date of this meeting.~~ **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 is on your property located at RD 2 BOX 29 DUBOIS PA 15801-0000 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 07/15/06 through 09/15/06. See attached Exhibit for payment breakdown.

Monthly Payments	\$ 1044.30
Late Charges	\$ 0.00
NSF	\$ 0.00
Inspections	\$ 15.00
Other (Default Expenses and Fees)	\$ 4501.87
Optional Insurance	\$ 0.00
Suspense	\$ 0.00
TOTAL AMOUNT PAST DUE:	\$ 5561.17

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 5561.17, 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 or certified check made payable and sent to:

GMAC Mortgage Corporation
ATTN: Payment Processing
3451 Hammond Avenue

Waterloo , IA 50702

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

Not Applicable

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

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

which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: GMAC Mortgage Corporation
Address: 3451 Hammond Avenue

Waterloo, IA 50702
Phone Number: 800-850-4622
Fax Number: 319-236-7437
Contact Person: Collection 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 family and possessions from the property may be filed against you.

ASSUMPTION OF MORTGAGE – You MAY or MAY NOT sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and 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 PAYOFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ENCLOSED

Applicable law requires us to inform you we are attempting to collect a debt and any information you provide will be used for that purpose.

If you disagree with our assertion that a default has occurred with your mortgage loan, please contact our office immediately at 800-850-4622 and speak with one of our loan counseling representatives. Thank you for your prompt response concerning this matter.

Collection Department
Loan Servicing

5041

EXHIBIT

07/15/06 through 09/15/06

Mo. Pmt. Amt. \$ 348.10

ACT 91 NOTICE

DATE OF NOTICE: November 15, 2006

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

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

Date: November 15, 2006

TO: JOSEPH E. BERNARDO

Homeowners Name: JOSEPH E. BERNARDO and MARY JO MEHOLICK

Property Address: RD 2 BOX 29, Dubois, PA 15801

Loan Account No.: 0833006065

Original Lender: CENTEX HOME EQUITY CORPORATION

Current Lender/Servicer: GMAC MORTGAGE CORPORATION

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: RD 2 BOX 29, Dubois, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 07/15/2006 thru 11/15/2006
(5 mos. at \$348.10/month) \$1,740.50
- (b) Late charges from 07/15/2006 thru 11/15/2006
(5 mos. at \$52.20/month) \$261.00
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,001.50

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 2,001.50**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

GMAC MORTGAGE CORPORATION
3451 Hammond Avenue
Waterloo, IA 50702

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements

under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: GMAC MORTGAGE CORPORATION

Address: 3451 Hammond Avenue
Waterloo, IA 50702

Phone Number: 800-850-4622

Fax Number: _____

Contact Person: Loretta Carter

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loretta Carter
Phone Number: 800-850-4622

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

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

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

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

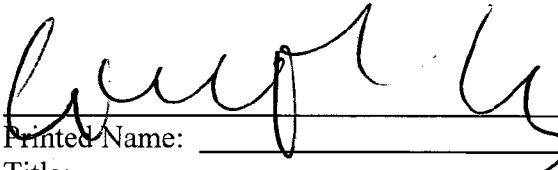
CCCS OF NORTHEASTERN PA

Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

VERIFICATION

_____ hereby states that he/she is the _____ of _____
_____, Plaintiff in this matter, and that all of the facts set forth in
the attached Plaintiff's Amended Complaint are true and correct to the best of his/her
knowledge, information and belief.

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


Printed Name: _____
Title: _____

Kenneth Ugwuadu
Limited Signing Officer

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. #: 78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, N.A. AS TRUSTEE
FOR TRUMAN CAPITAL MORTGAGE LOAN
TRUST 2006-1, ASSET BACKED
CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E BERNARDO and
MARY JO MEHOLICK
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

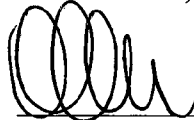
AMENDED ACTION OF MORTGAGE
FORECLOSURE

No. 06-2103-CD

AFFIDAVIT OF SERVICE

I hereby certify that Court Order dated April 10, 2007 relative to the above captioned matter was served pursuant to Rule 440 by first class mail on counsel for Defendants, Joseph E Bernardo at 2072 Old Route 255 Dubois, PA 15801 and David P. King, Esquire at P.O. Box 1016, 223 Beaver Drive, DuBois, PA 15801 on April 27, 2007. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsifications to authorities.

GOLDBECK, McCAFFERTY & McKEEVER



Lisa A. Lee, Esquire
Attorney for Plaintiff

Date: 4/27/2007

FILED *no ec*
12/21/07
MAY 01 2007
William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. #: 78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, N.A. AS TRUSTEE
FOR TRUMAN CAPITAL MORTGAGE LOAN
TRUST 2006-1, ASSET BACKED
CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW


AMENDED ACTION OF MORTGAGE
FORECLOSURE

No. 06-2103-CD

AFFIDAVIT OF SERVICE

I hereby certify that Plaintiff's Amended Complaint relative to the above captioned matter was served pursuant to Rule 440 by first class mail on counsel for Defendants, Mary Jo Meholick by mailing to David P. King, Esquire at P.O. Box 1016, 223 Beaver Drive, Dubois, PA 15801 on May 8, 2007 and on Joseph E. Bernardo at 2072 Old Route 255 Dubois, PA 15801, RD 2 Box 29 a/k/a RR 8 Box 29, Dubois, PA 15801 and 100 E. Washington Avenue, Dubois, PA 15801 on May 8, 2007. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsifications to authorities.

GOLDBECK, McCAFFERTY & McKEEVER



Lisa A. Lee, Esquire
Attorney for Plaintiff

Date: 5/8/2007

FILED
MAY 10 2007
no cc

William A. Shaw
Prothonotary/Clerk of Courts

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

JPMorgan Chase Bank, N.A. as
Trustee for Truman Capital Mortgage
Loan Trust 2006-1, Asset Backed
Certificates, Series 2006-1
Plaintiff

vs.

Joseph E. Bernardo and
Mary Jo Meholick,
Defendants

*
*
*
*
*
* NO.: 06-2103-CD
*
* Type of Case: Mortgage Foreclosure
*
* Type of Pleading: Answer and New
* Matter
*
*
* Filed on Behalf of: Joseph E. Bernardo
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16830
* (814)765-9646

FILED

JUN 22 2007

0/1:35/4
William A. Shaw
Prothonotary/Clerk of Courts

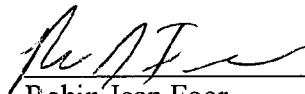
4 COPY TO ATTORNEY

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

JPMORGAN CHASE BANK,N.A.	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LAON	:
TRUST 2006-1, ASSET BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: No.06-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

TO: JPMorgan Chase Bank

You are hereby notified to file a written response to the enclosed Answer and New Matter within twenty (20) days from service hereof or a judgment may be entered against you.



Robin Jean Foor

Attorney for Joseph E. Bernardo

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

JPMORGAN CHASE BANK,N.A.	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LAON	:
TRUST 2006-1, ASSET BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: No.06-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

ANSWER

Joseph E. Bernardo, by and through his attorneys, Robin Jean Foor, Esquire and
MidPenn Legal Services answers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. Defendant Joseph E. Bernardo did attempt to make a mortgage payment. However, said payment was refused as the attorney's fees and costs from the previous mortgage foreclosure (05-1877-CD) were listed as a miscellaneous fee in the statement and the regular mortgage payment was not accepted as full payment.
6. Denied. Specifically, the previous mortgage foreclosure was marked satisfied after Mr. Bernardo paid the amount demanded to cure the default and the plaintiff should not be permitted to collect those fees in this action. Strict proof of the other amounts is demanded.

7. No answer required.

8. Denied. Joseph E. Bernardo does not recall receiving the notices and strict proof is demanded. Further, the first notice is only addressed to Mary Jo Meholick and neither notice was sent to Mr. Bernardo's current address.

WHEREFORE, defendant, Joseph E. Bernardo, requests the Court to find in his favor and against the Plaintiff.

FIRST DEFENSE-SATISFACTION

9. This mortgage was the basis of a previous mortgage foreclosure action filed to 05-1877-CD.

10. Mr. Bernardo contacted Centex Home Equity and obtained the amount to cure the default in that action.

11. As a result of the information given to him by Centex, Mr. Bernardo wired four thousand, two hundred ninety-three dollars and sixty-seven cents (\$4,293.67) to Centex Home Equity on June 12, 2006. (A copy of the receipt is attached Exhibit 1.)

12. That action was marked satisfied by the prothonotary on July 10, 2006.

13. Following the conclusion of the previous mortgage foreclosure, the first statement from the mortgage company demanded the regular monthly payment and a fee listed as miscellaneous for four thousand three hundred ninety-three dollars and fifty cents (\$4,393.50). Defendant believes and therefore alleges this fee was for costs and attorney's fees from the previous mortgage foreclosure. (A Copy of the statement is attached as Exhibit 2.)

14. Defendant, Joseph Bernardo, did attempt to make a payment and sent money orders to the mortgage company which were returned to Mary Jo Meholick. A copy of

the money orders and the letter accompanying them when they were returned is attached as Exhibit 3.)

WHEREFORE, Defendant, Joseph Bernardo, requests that the court find that plaintiff is not entitled to the amounts from the previous mortgage foreclosure and that the mortgage is not in default and dismiss this action.

SECOND DEFENSE-ACT 6 OF 1974

15. The preceding paragraphs are incorporated herein.

16. Plaintiff is a residential mortgage lender within the meaning of Section 101 of Act 6 of 1974 41 P.S. section 101.

17. Compliance with Act 6 notice requirements is a legal prerequisite to this court acquiring jurisdiction over the subject matter of a mortgage foreclosure action involving an Act 6 mortgage.

18. Act 6 requires that a notice of intent to foreclose shall "clearly and conspicuously" set forth the nature of the default, the right of the debtor to cure, transfer or refinance the obligation and the requirements of curing the default, the time frame and method. 41 P.S. section 403(c).

19. The first Act 6 notice did not comply as it lists \$4501.50 under "other" (Default Expenses and Fees) and is not clear what those fees are.

20. That notice also did not comply with Act 6 as it was attempting to collect attorney's fees and costs that are not permissible under Act 6.

21. Plaintiff has not complied with 41 P.S. section 404 in that the amount to cure provided to defendant, Joseph Bernardo in June of 2006 was inaccurate.

22. Plaintiff did not comply 41 P.S. section 404(c), in that plaintiff did not restore defendant to the same position as if no default had occurred after quoting and accepting the four thousand, two hundred ninety-three dollars and sixty-seven cents (\$4,293.67) in satisfaction of the action filed to 05-1877-CD.

23. Plaintiff has not complied with 41 P.S. section 403, in that the notice was not mailed to Defendant, Joseph E. Bernardo at his last known address.

24. Notice conforming to 41 P.S. section 403 is required before plaintiff may accelerate the maturity of a residential mortgage obligation or commence action in mortgage foreclosure.

WHEREFORE, defendant, Joseph Bernardo, requests the Court to find that it does not have jurisdiction over this matter due to plaintiff's failure to comply with Act 6 of 1974.

DEFENSE THREE-ACT 91

25. The preceding paragraphs are incorporated herein.

26. Plaintiff has failed to comply with the notice requirements of Act 91(Pennsylvania's Homeowner's Emergency Mortgage Assistance Act), which are found at 35 P.S. 1680.401c(a).

27. Plaintiff has failed to provide any evidence that Defendant Joseph E. Bernardo received the notice required by Act 91. According to 35 P.S. 1680.403c(a), any mortgagee desiring to foreclose "shall send to mortgagor at his or her last known address the notice provided in subsection (b)." The first notice was apparently only sent to Mary Jo Meholick. The second notice was sent to a previous address for the property. That address has been changed due to the 911 requirements. Plaintiff has the correct current

address as it lists that address as Mr. Bernardo's address in paragraph 2 of the complaint. Further, Defendant, Joseph E. Bernardo avers that he did not receive an Act 91 notice of the availability of assistance from the Pennsylvania Homeowner's Emergency Assistance Program.

WHEREFORE, defendant, Joseph Bernardo, requests the Court to find that it does not have jurisdiction over this matter due to plaintiff's failure to comply with Act 91.

DEFENSE FOUR- FAIR DEBT COLLECTIONS PRACTICES ACT

28. The preceding paragraphs are incorporated herein.

29. Plaintiff violated the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. sections 1692 et seq. by:

- a. Falsely representing the character, amount, legal status of the debt, 15 U.S.C. sec. 1692e (2) on the Act 6 and Act 91 notices it sent to Defendant;
- b. Unfairly or unconscionably attempting to collect an amount not expressly authorized by the agreement created by the debt or permitted by law, 15 U.S.C. sec. 1692f(1).

WHEREFORE, defendant, Joseph Bernardo requests a judgment for any actual damages and statutory damages up to \$1000.

DEFENSE FIVE-UDAP CLAIM

30. The preceding paragraphs are incorporated herein.

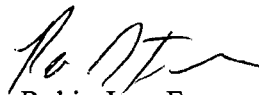
31. Plaintiff's conduct constitutes an "unfair or deceptive practice" within the meaning of Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. section 201-1 et seq. in that:

a. Plaintiff misrepresented to Defendant, the character, extent or amount of the debt or its status in a legal proceeding, 73 P.S. sec. 201-3.1; 37 Pa.Code sec. 303.3;

b. Plaintiff engaged in fraudulent or deceptive conduct which created a likelihood of confusion or misunderstanding, 73 P.S. sec. 201-2(xxi).

WHEREFORE, defendant, Joseph Bernardo requests treble damages, costs and other appropriate relief. 73 P.S. sec. 201-9.2.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Robin Jean Foor', with a stylized flourish at the end.

Robin Jean Foor
Attorney for Joseph E. Bernardo
PA ID # 41520
MidPenn Legal Services
211 East Locust Street
Clearfield, PA 16830

EXHIBIT 1

Envia un pago por MoneyGram® ExpressPayment

RECEIPT CODE (REQUIRED):

RECIBO DE RECIBO (REQUERIDO):

11018

(minimum 4 digits / mínimo 4 dígitos)

MAKES SURE YOUR RECEIPT CODE IS CORRECT. IT ULTIMATELY ROUTES YOUR PAYMENT IF YOU PROVIDE THE WRONG COMPANY NAME OR ADDRESS BELOW.
SEA CERTO QUE SU CÓDIGO DE RECIBO ES CORRECTO. EN EL CASO QUE PROPORCIONES EL NOMBRE Y LA DIRECCIÓN DE LA COMPAÑÍA EQUIVOCADO O INCORRECTO, EN LA ÚLTIMA INSTANCIA EL CÓDIGO DE RECIBO DIRIGES SU PAGAMENTO A LA COMPAÑÍA INCORRECTA.

TO:
A:

Center Home Equity

Company / Compañía

Dallas

Texas

City / Ciudad

State / Estado

(optional / opcional)

(optional / opcional)

COUNT NUMBER TO WHICH PAYMENT SHOULD BE APPLIED OR DESIGNATED RECIPIENT:
NÚMERO DE CUENTA A LA CUAL EL PAGO DEBE SER APLICADO O EL DESTINATARIO DESIGNADO:

0243504138

(Do not include dashes or spaces / No incluya espacios o guiones)

AMOUNT:
CANTIDAD DE DÓLARES:

\$4293.67

Agent must complete the reverse side of this form for transactions of \$500.00 or more.
El Agente tiene que llenar el otro lado de este documento para transacciones de \$500.00 o más.

SENDER'S NAME:
PERSONA QUE ENVÍA:

Josefina E. Bernardo

First Name / Primer Nombre

Middle Initial / Inicial

Last Name / Apellido(s)

3072 Old 355 Road

Street / Calle

DUBAS

P.A.

15801

304-371-1607

City / Ciudad

State / Estado

Zip / C.R.

Home Phone / Teléfono

Joe Bernardo

6-12-06

Sender's Signature / Firma de la persona que envía

Date / Fecha

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. THOSE TERMS AND CONDITIONS LIMIT THE SENDER'S LEGAL RIGHTS AND SHOULD BE REVIEWED PRIOR TO SIGNING. / ESTA TRANSACCION ESTA SUJETA A LOS TERMINOS Y CONDICIONES QUE APARECEN AL REVERSO DE ESTA FORMA. ESOS TERMINOS Y CONDICIONES LIMITAN LOS DERECHOS DEL REMITENTE Y DEBERAN SER REVISADOS ANTES DE FIRMAR.

PAGE:
PAJE:

NOTION:
CIÓN:

CUSTOMER COPY
COPIA DEL CLIENTE

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TM y © 2004 MoneyGram Payments Systems, Inc. Todos los derechos reservados.

www.moneygram.com

MoneyGram®
ExpressPayment

FOR AGENT USE / PARA USO DEL AGENTE

Reference Number / Número de Referencia

33429474

\$ 4293.67

Dollar Amount / Cantidad de Dólares

\$ 8.50

Consumer Fee / Cargos

\$ 4302.17

Total Collected / Total Cobrado

Agent Employee Name
Nombre del Empleado del Agente

MoneyGram Operator #
Número del Operador de MoneyGram

WAL-MART®
ALWAYS LOW PRICES.

Always.

WE SELL FOR LESS

MANAGER PETER BROWN

(814) 375 - 5000

ST# 1769 DP# 00001855 TE# 91 TR# 00682

MONEY GRAM 068113163352 4,293.67 0

MONEYGRAMFEE 068113163353 8.50 0

SUBTOTAL 4,302.17

TOTAL 4,302.17

CASH TEND 4,302.17

CHANGE DUE 0.00

ITEMS SOLD 2

TC# 6877 8551 2295 3320 2999 70



Protect your TV or Computer.

Purchase a Product Care Plan today!

06/12/06 16:46:49

EXHIBIT 2

CUSTOMER INFORMATION

Name: MARY JO MEHOLICK
Account Number: 0833006065
Home Phone #: (814)375-7128

PROPERTY ADDRESS

RD 2 BOX 29
DUBOIS PA 16801

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

812501 01/16/06 10:03 005246 20060804 PH072102 OMREG 1 02 DOM PH07210000 146216 GM

#BWNHJPY
#KWD9564J03869#



MARY JO MEHOLICK
100 E WASHINGTON AVE
DUBOIS PA 15801-2055



For information about your existing account, please call: (800) 766-4622.

For information about refinancing or obtaining a new loan, please call:

Nationwide, 24 hours (800) 753-4622
Or to find a branch near you (800) 886-4622

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number 0833006065
Current Statement Date August 01, 2006
Maturity Date August 15, 2030
Interest Rate 14.99000
Current Principal Balance* \$27,073.54
Current Escrow Balance \$0.00
Interest Paid Year-to-Date \$0.00
Taxes Paid Year-to-Date \$0.00

Details of Amount Due/Paid

Principal and Interest \$348.10
Subsidy/Buydown \$0.00
Escrow \$0.00
Amount Past Due \$348.10
Outstanding Late Charges \$0.00
Other \$4,501.87
Total Amount Due \$5,198.07
Account Due Date July 15, 2006

For Customer Care inquiries call: 1-800-766-4622
For Insurance inquiries call: 1-800-256-9962
For Payment Arrangements call: 1-800-850-4622

Activity Since Last Statement

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Fee Paid	06/15/06	07/31/06	\$72.08-						
Fee Paid	06/15/06	07/31/06	\$4,429.79-						\$72.08- \$4,429.79-

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

This is a reminder that we have not received your current payment and a late charge has been assessed to your account. Please contact us at 800-850-4622 to make payment arrangements.

At this time you have an outstanding late charge balance of \$0.00.
Please remit this amount with your payment for a total amount due of \$5,198.07.

See Reverse Side For Important Information

Mail This Portion With Your Payment

Account Number	Due Date	Mortgage Payment	Total Amt. Due	Amount Due With Late Fee If Received 10 Days AFTER Due Date
0833006065	07/15/06	\$348.10	\$5,198.07	\$348.10

MARY JO MEHOLICK

Check below if you need information on:

New Home Purchases
Refinance
Home Equity
New Constr./ Rehab

Phone #:

Best time to call:

For immediate assistance:
1-800-753-4622

Please assist GMAC Mortgage in applying your payment

Full Payment(s) \$
ADDITIONAL Principal \$
ADDITIONAL Escrow \$
Late Charge \$
Other Fees (please specify) \$
Total Amount Enclosed \$

Sign here to enroll in monthly ACH.
(See back for details.)

GMAC MORTGAGE
PO BOX 830117
BALTIMORE MD 21283-0117

Home Equity, Refinancing, or Purchasing a New Home - 24 Hours a Day/7 Days a Week

If you are considering a new home purchase, home equity financing, or refinancing your existing mortgage, GMAC Mortgage is here to help. We are available 24 hours a day, 7 days a week. Simply call 1-800-753-4622 or visit www.gmacmortgage.com for fast, convenient service. Or, you can always make an appointment with a GMAC Mortgage representative in your local area for face-to-face personal service. Whichever method you choose, be sure to contact us today to apply, or for more information on how we can help you manage the investment you have made in your home.

To Apply Online
www.gmacmortgage.com

To Apply by Phone
1-800-753-GMAC (4622)

To Reach Your Local Office
1-866-806-GMAC (4622)

Convenient Payment Options

Automatic Payment Plan

By signing the box on the front of the statement, GMAC Mortgage is authorized to withdraw your scheduled payment on your due date from your bank account. Please understand that you must continue to remit monthly payments by check until written confirmation is received.

Enrolling in GMAC Mortgage's Automated Payment Plan is quick and easy. First, have your bank routing number and bank account number available and then call us at 1-800-766-4622.

- Listen for the prompts to access your mortgage account information
- Enter your mortgage Account Number and Social Security Number
- Follow the prompts.

You can complete your enrollment, make changes to your existing Automated Payment Plan information or request that an Automated Payment Plan enrollment form be mailed directly to your home.

Bank Routing Number
210 9999 999999
Bank Account Number
123456789010
Check Number
10740141123555

Online Payment Services — Pay your mortgage bills and view your mortgage account statement online! To get started simply register for Account Access at www.gmacmortgage.com, log-in, and follow the enrollment instructions.

Mortgage Accelerator — The bi-weekly payment option, available to qualified customers, could save you thousands of dollars on interest payments...call 1-800-335-6970 for more information (there are fees assessed with this program).

Mail or Express Mail — When making your mortgage payment, please detach the coupon portion and mail with your check or money order. Do not send cash. Do not send post dated checks. If paying more than the amount due, be sure to instruct us on the coupon how to apply the excess money. Please write your account number on your check or money order.

If you do not have your mortgage payment coupon send to: GMAC Mortgage, Attn: Payment Processing
PO Box 79135, Phoenix, AZ 85062-9135

For Express Mail Only send to: GMAC Mortgage, 6716 Grade Lane,
Building 9, Suite 910, Louisville, KY 40213-1407

Pay by Phone — For information and the fee to use this quick and convenient service call 1-800-766-4622. Please have your bank routing number and bank account number available when you call.

Account Information or Questions — 1-800-766-4622 or www.gmacmortgage.com

Our automated telephone service will help you get fast and confidential answers to questions. Be sure to have your account number and social security number available for identification. You can call 24 hours a day, 7 days a week. Representatives are available from 6:00 a.m.-10:00 p.m. CT Monday-Friday, and 9:00 a.m.-1:00 p.m. CT Saturday.

Special Number for the Hearing Impaired: 1-800-395-9228

Inquiries — General inquiries/correspondence should be mailed separately from your account payments:

General Inquiries

GMAC Mortgage
Attn: Customer Care
P.O. Box 4622
Waterloo, IA 50704-4622

Insurance Policies/Bills

GMAC Mortgage
P.O. Box 4025
Coraopolis, PA 15108-6942
1-800-256-9962

Tax Bills

GMAC Mortgage
Attn: Tax Dept.
P.O. Box 961219
FT. Worth, TX 76161-0219

Tax Bills in PA

GMAC Mortgage
Attn: Tax Dept.
P.O. Box 961241
Ft. Worth TX 76161-0241

Important Information

Electronic Debit — When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day your payment is received, and you will not receive your check back from your financial institution.

Important Notice — GMAC Mortgage may assess a \$10.00 fee for any check that is returned for insufficient funds. Additionally, GMAC Mortgage may be attempting to collect a debt and any information obtained will be used for that purpose. GMAC Mortgage may charge a fee for processing payoff requests.

Important Credit Reporting Notification — We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Your Privacy — You will receive a copy of the GMAC Mortgage Privacy Notice annually. Should you wish to obtain an additional copy, please write to us at GMAC Mortgage, Voice of the Customer, 100 Witmer Rd., Horsham, PA 19044-1467.



GMAC Mortgage helps you save time and money with GMAC HomeSolutions!

Introducing the New GMAC Mortgage Equity Rewards™ Credit Card - Helps pay down your mortgage faster!

By using the card to purchase everyday items, you can save thousands of dollars over the life of a 30-year mortgage, reduce your principal and pay off your mortgage faster!

Call toll-free 800-821-8758, for information about rates and costs associated with this card, or to apply. Please mention priority code LWZM. This credit card program is issued and administered by Individualized BankCard Services (IBS), a division of MBNA America Bank, N.A.



Check out GMAC HomeSolutions today and gain exclusive access to free services that do the shopping for you! It's free, easy, there's no obligation...and you could save hundreds of dollars. Visit us at www.gmacmortgage.com and click on the GMAC HomeSolutions link or call toll-free 1-800-939-4622.

GMAC Mortgage

EXHIBIT 3

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

11/08/06

MARY JO MEHOLICK

100 E WASHINGTON AVE
DUBOIS PA 15801-2055

RE: Account Number 0833006065
 Property Address RD 2 BOX 29
 DUBOIS PA 15801-0000

Dear MARY JO MEHOLICK

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

Enclosed please find two money orders totaling \$348.00. These funds do not represent the full
amount due to reinstate your account at this time.

Your account has been transferred to our attorney to begin foreclosure proceedings. Additional
fees and costs have incurred. If it is your intent to reinstate your account in full, please contact
the attorney below for the reinstatement amounts. Only the correct amount in the form of
certified funds will be acceptable.


Goldbeck McCafferty & McKeever
Suite 5000 701 Market St
Philadelphia PA 19106
999-999-9999

If you cannot afford to reinstate your mortgage, there may be alternatives available to help you
avoid foreclosure. Contact the Loss Mitigation Department at GMAC Mortgage immediately
at 800-850-4622 to discuss these options.

Foreclosure Department
Loan Servicing

7:53

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MoneyGram  **INTERNATIONAL MONEY ORDER**
Money Orders

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PAY TO THE ORDER OF / PAGAR A LA ORDEN DE **6-MAC Mortgage**

IMPORTANT - SEE BACK BEFORE CASHING

Paul Bernard

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR
 PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS / DIRECCION: **2672 Old 255 Road, P.O. Box 1521**

payable through **Citizens State Bank of Clara City, MN**

ISSUER/DRAWER: **MONEYGRAM PAYMENT SYSTEMS, INC.**


AMOUNT \$300.00

AMOUNT IN WORDS: **THREE HUNDRED AND NO CENTS**

TO AUTHENTICATE RUB CIRCLE / PARA AUTENTICAR RESTEGAR EL CIRCULO

0919161870490 44176060 90

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MoneyGram  **INTERNATIONAL MONEY ORDER**
Money Orders

48261977995

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0919161870482 61977995 90

VERIFICATION

I, Joseph E. Bernardo, verify that the statements in the foregoing Answer and new matter are true and correct. I understand that false statements that are made herein are made subject to penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

6/22/07
Date

Joseph E. Bernardo
Joseph E. Bernardo

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

JPMORGAN CHASE BANK,N.A.	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LAON	:
TRUST 2006-1, ASSET BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: No.06-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 22nd day of June, 2007 I
served a copy of the Answer and New Matter filed in that above captioned matter to the
following individual by first class mail, postage prepaid:

Joseph A. Goldberg, Jr.
GOLDBERG, MCCAFFERTY & MCKEEVER
Suite 5000-Melon Independence Center
701 Market Street
Philadelphia, PA 19106



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK
Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 06-2103-CD

ORDER

AND NOW, this ____ day of _____, 2007 upon consideration of
Plaintiff's Preliminary Objections to Defendant Joseph E. Bernardo's New Matter,
Defenses Four and Five, it is hereby

ORDERED and **DECREED** that Plaintiff's Preliminary Objections are sustained
and paragraphs twenty-eight (28) through thirty-one (31) (b) of Defendant Joseph E.
Bernardo's New Matter are stricken.

BY THE COURT:

J.

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. #: 78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
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IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 06-2103-CD

FILED *no cc*
m/j 11:00/6/07
JUL 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

NOTICE

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

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

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

AVISO

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

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

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

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

KEYSTONE LEGAL SERVICES

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Clearfield, PA 16830
(814) 765-9646

PENNSYLVANIA BAR ASSOCIATION

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Mortgagors and Record Owners

RD 2 BOX 29, a/k/a RR 8 BOX 29

Dubois, PA 15801

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 06-2103-CD

**PLAINTIFF'S PRELIMINARY OBJECTIONS TO PARAGRAPHS 28
THROUGH 31(b) OF DEFENDANT'S NEW MATTER**

1. The instant action was commenced by way of a filing of a Complaint in mortgage foreclosure on December 19, 2006. A true and correct copy of Plaintiff's Complaint is attached hereto as Exhibit A.

2. This is a straight-forward mortgage foreclosure action filed by Plaintiff by reason of Defendant's failure to make monthly mortgage payments due for the months of July 15, 2006 and each month thereafter.

3. Defendant filed an Answer and New Matter in these proceedings on June 22, 2007. A true and correct copy of Defendant's pleading is attached hereto as Exhibit B.

4. Defendant's pleading contained two "Defenses" (namely "Defenses" Four and Five) that are really Counterclaims, as they seek affirmative relief against Plaintiff.

**II. PRELIMINARY OBJECTION IN THE NATURE OF A DEMURRER
PURSUANT TO PA. R.C.P. 1028(a)(4)**

5. Plaintiff hereby incorporates the averments of paragraphs one (1) through four (4) contained in its Factual and Procedural Background as if fully set forth herein at length.

6. Pennsylvania Rule of Civil Procedure 1028(a)(4) provides that Preliminary Objections may be filed by any party to any pleading on the basis that the pleading is legally insufficient.

7. The allegations of Defendant's Defenses Four and Five are impermissible counterclaims pursuant to Pa. R.C.P. 1148, and are therefore subject to demurrer. This is discussed further in Plaintiff's attached Memorandum of Law.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order sustaining Plaintiff's Preliminary Objections and striking paragraphs twenty-eight (28) through thirty-one (31)(b) of Defendant's New Matter.

III. PRELIMINARY OBJECTION PURSUANT TO PA RCP 1028 (a)(2)

8. Plaintiff incorporates paragraphs one (1) through seven (7) above as though fully set forth herein at length.

9. Pennsylvania Rule of Civil Procedure 1028(a)(2) provides that Preliminary Objections may be filed by an party to any pleading for failure of a pleading to conform to law or rule of court or inclusion of scandalous or impertinent matter.

10. The allegations of Defendant's Defenses Four and Five are impermissible counterclaims pursuant to Pa. R.C.P. 1148, and are therefore subject to preliminary objection for failure to conform to law or rule.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order sustaining Plaintiff's Preliminary Objections and striking paragraphs twenty-eight (28) through thirty-one (31)(b) of Defendant's New Matter.

IV. PRELIMINARY OBJECTION TO DEFENSE FOUR OF DEFENDANT'S NEW MATTER FOR FAILURE TO STATE A CAUSE OF ACTION FOR DAMAGES UNDER THE FAIR DEBT COLLECTION PRACTICES ACT

11. Plaintiff incorporates paragraphs one (1) through ten (10) above as though fully set forth herein at length.

12. Defendant asserts a claim for damages in a monetary amount for alleged violations of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq, in connection with an *in rem* action in mortgage foreclosure.

13. Under Pennsylvania law, a mortgagor may not assert an *in personam* claim or set off for alleged violations of the Fair Debt Collection Practices Act by a mortgagee in a counterclaim in a mortgage foreclosure action. See New York Guardian Mortgage Corporation v. Dietzel, 362 Pa. Super. 426, 524 A.2d 951 (1987).

14. Defendant's New Matter is not legally cognizable in an action in mortgage foreclosure and must therefore be dismissed.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order sustaining Plaintiff's Preliminary Objections and striking paragraphs twenty-eight (28) through thirty-one (31)(b) of Defendant's New Matter.

V. **PRELIMINARY OBJECTION TO DEFENSE FIVE OF DEFENDANT'S
NEW MATTER FOR FAILURE TO STATE A CAUSE OF ACTION
UNDER THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW**

15. Plaintiff incorporates paragraphs one (1) through fourteen (14) above as though fully set forth herein at length.

16. Again claiming improper debt collection practices, Defendant asserts a claim against Plaintiff for violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-2.

17. However, as the allegations fail to support a cause of action under the Fair Debt Collections Practices Act, likewise fails to support a cause of action under this Act as well.

18. Defendant has failed to allege any elements against Plaintiff which would give rise to a cause of action under the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order sustaining Plaintiff's Preliminary Objections and striking paragraphs twenty-eight (28) through thirty-one (31)(b) of Defendant's New Matter.

Respectfully submitted,

GOLDBECK McCafferty & McKEEVER



Lisa A. Lee, Esquire
Attorney for Plaintiff

Date: 7/12/07

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. #: 78020

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701 Market Street

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RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-2103-CD

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF ITS PRELIMINARY
OBJECTIONS TO DEFENDANT'S COUNTERCLAIM**

I. FACTUAL BACKGROUND

The instant action was commenced by way of a filing of a Complaint in mortgage foreclosure on December 19, 2006. A true and correct copy of Plaintiff's Complaint is attached hereto as Exhibit A. This is a straight-forward mortgage foreclosure action filed by Plaintiff by reason of Defendant's failure to make monthly mortgage payments due for the months of July, 2006 and each month thereafter.

Defendant filed an Answer and New Matter in these proceedings on June 22, 2007. A true and correct copy of Defendant's pleading is attached hereto as Exhibit B. Defendant's

Defenses Four and Five, paragraphs twenty-eight (28) through Thirty-one(b) (31)(b) are in the nature of counterclaims as they request affirmative relief against Plaintiff.

II. LEGAL ARGUMENT

Pennsylvania Rule of Civil Procedure 1028(a)(4) provides that Preliminary Objections may be filed by any party to any pleading on the basis that the pleading is legally insufficient. Pennsylvania Rule of Civil Procedure 1028(a)(2) provides that Preliminary Objections may be filed by any party to any pleading on the basis that the pleading fails to conform to law or rule of court.

The alleged facts recited in support of Defendant's Defenses Four and Five concern Plaintiff's alleged failure to credit the account with payments. The facts alleged all revolve around the time period from June, 2006 to the present, which is approximately six (6) years after the origination of the subject mortgage loan.

The Defenses/Counterclaims fail to conform to law or rule of court. Rule 1148 of the Pennsylvania Rules of Civil Procedure provides in pertinent part that in an action in mortgage foreclosure "a defendant may plead a counterclaim which arises from the same transaction or occurrence or series of transactions or occurrences from which the plaintiff's cause of action arose". The alleged facts recited in Defendant's pleading concerning Plaintiff's alleged failure to credit the account with payments is not part of, or incident to the creation of the mortgage. See Overly v. Kass, 382 Pa.Super. 108, 554 A.2d 970 (1989); Chrysler First Business Corp. v. Gourniak, 411 Pa.Super. 259, 601 A.2d 338 (1992); Mellon Bank v. Joseph, 267 Pa.Super. 307, 406 A.2d 1055 (1979). As a result, Defendant's Defenses Four and Five fail to conform with the requirements of Pa.R.C.P. 1148 and must be stricken pursuant to Pa.R.C.P. 1028(a)(2) and/or Pa. R.C.P. 1028(a)(4).

B. DEFENDANT'S DEFENSE/COUNTERCLAIM FOR ALLEGED VIOLATIONS OF THE TRUTH IN LENDING ACT, 15 U.S.C. §1601 et seq., IS NOT LEGALLY COGNIZABLE IN AN ACTION IN MORTGAGE FORECLOSURE

In New York Guardian Mortgage Corporation v. Dietzel, 362 Pa. Super. 426, 524 A.2d 951 (1987), in ruling on the issue of whether or not a Defendant/Mortgagor may make a claim for money damages under the Federal Truth in Lending Act, 15 U.S.C. §1601 et seq., in a mortgage foreclosure action, our Superior Court held that a mortgagor cannot assert a set-off for such a violation in a mortgage foreclosure action. As stated by the Court,

An Action in mortgage foreclosure is strictly an *in rem* proceeding, and the purpose of a judgment in mortgage foreclosure is solely to effect a judicial sale of the mortgaged property. *Meco Realty Co. v. Burns*, 414 Pa. 495, 200 A.2d 869 (1964). A judgment in a mortgage foreclosure action is not a judgment for money damages and therefore cannot be considered "an action to collect amounts owed" or "an action to collect the debt" as required under §1640(h) and (e) of the Truth-in-Lending Act. Therefore, a set-off for an alleged violation of the Truth-in-Lending Act cannot be asserted as a counterclaim in a mortgage foreclosure action.

Following Dietzel, the Superior reiterated its holding in Fleet Real Estate Funding Corp. v. Smith, 366 Pa. Super. 116, 530 A.2d 919 (1987), that a mortgagor could not assert a set off for alleged violation of the Truth in Lending Act. Similarly in this case, since what the Defendant requests is an award for money damages, it is not a permissible counterclaim in a mortgage foreclosure action.

C. DEFENDANT'S DEFENSES/COUNTERCLAIMS MUST BE STRICKEN AS VIOLATIVE OF PA. R.C.P. 1148

Defenses Four and Five, which have been asserted as counterclaims by Defendant in that they seek affirmative relief against Plaintiff, must be stricken as violative of Pa. R.C.P. 1148. Counterclaims in mortgage foreclosure actions are governed by Rule 1148 of the Pennsylvania Rules of Civil Procedure which provides as follows:

A Defendant may plead a counterclaim which arises from the same transaction or occurrence or series of transactions or occurrences from which the Plaintiff's cause of action arose.

This rule has been interpreted as permitting only those counterclaims that are part of or incident to the creation of the mortgage itself.

In Mellon Bank, N.A. v. Joseph, 267 Pa. Super. 307, 406 A.2d 1055 (1979), the Superior Court affirmed the trial court's order striking a counterclaim in an action in mortgage foreclosure because the allegations in the counterclaim "were not part of, or incident to, the creation of the mortgage itself." See also, Signal Discount Co. v. Babuscio, 257 Pa. Super. 101, 390 A.2d 266 (1978). As stated by the Pennsylvania Superior Court in Chrysler First Business Credit Corp. v. Gourniak, 411 Pa. Super. 259, 601 A.2d 338,341 (1992).

It [Rule 1148] restricts every Defendant to claims which arise from the same transaction or occurrence or series of transactions occurrences from which the Plaintiff's cause of action arose...No Defendant may now set off a claim against the Plaintiff simply because its nature is contractual or quasicontractual, as allowed in assumpsit actions. The claims must now arise, in some manner from the *mortgage relationship*. A counterclaim could be filed, for example, for damages for breach of warranty of title to the mortgaged premises [*cf. Wachter v. Straub*, 88 Pa. 32 (1878)]. Also, it has been held that Defendant may also counterclaim for the balance due from Plaintiff on a construction contract in connection with which the mortgage was given [*Genel v. Vacca*, 39 Del.Co.Rep.191 (1952)]. On the other hand, a counterclaim could not be filed for professional services rendered by the mortgage to the mortgagee, at least if unrelated to the mortgage [*cf. Bechtel v. Green*, 17 Berks Co. L.J. 41 (1924)].

In this case, all allegations of wrongdoing by Plaintiff supposedly occurred in connection with the servicing and collection of payments after the loan was originated and after the account became delinquent. Whether or not any of the allegations can be substantiated is not at issue, but rather, whether or not such alleged wrongful conduct is a part of or incidence to the creation of the mortgage instrument itself. Clearly, it is not.

In Overly v. Kass, 382 Pa. Super. 108, 554 A.2d 970 (1989), similar arguments were raised. In Overly, the Overly agreed to sell their farm to the Kasses and in consideration for the agreement, the Kasses executed and delivered to the Overly a note and purchaser money mortgage. When the Kasses later defaulted on the Mortgage and the Overly brought an action in mortgage foreclosure, the Kasses counterclaimed alleging misrepresentation concerning the amount of income and subsidies that the property would generate and the structure to be

removed from the premises. The trial court struck the counterclaim and the Superior Court affirmed holding that any such representation concerned the agreement of sale and were not part of, or incident to, the creation of the Mortgage.

Similarly, in Chrysler First Business Credit Corp. v. Gourniak, *supra*, the mortgages asserted fraudulent misrepresentation in their counterclaim of Chrysler that it would provide financing not only for the purchase of the premises, but also for the rehabilitation and development of the property and for operation of the Gourniak's business, which future financing it was alleged Chrysler did not provide. Again, the Superior Court held that such alleged promises of future financing for rehabilitation and operation of business was not part of or incident to the creation of the security interest.

In the present case, the alleged wrongful conduct of the Plaintiff had nothing to do with the execution and delivery of the mortgage instrument by Defendant. Since the facts alleged in Defendant's pleading do not arise from the creation of the mortgage instrument, Defendant's Defenses Four and Five are legally insufficient pursuant to Pa. R.C.P. 1028(a)(4) and must therefore be dismissed.

D. DEFENDANT HAS FAILED TO STATE A CAUSE OF ACTION FOR ALLEGED VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

In Defense Four, Defendant asserts that Plaintiff violated the Fair Debt Collection Practices Act, 15 U.S.C. §1691 et seq. Since this action is an *in rem* action involving real estate and not an *in personam* action to collect moneys, defendant has failed to state a valid counterclaim against Plaintiff under the said Act. See Arruda v. Sears, Roebuck & Co., 202 WL 3142499 (1st Cir. R.I. 2002).

Nor has Defendant alleged any facts, which would support an action under the Fair Debt Collection Practices Act.

E. DEFENDANT HAS FAILED TO STATE A CAUSE OF ACTION FOR ALLEGED VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW, 73 P.S. §201-2

In Defense Five, Defendant asserts that Plaintiff has violated the Unfair Trade Practices and consumer Protection Law, 73 P.S. §201-1 et seq. However, Defendant has failed to sufficiently allege any unfair or deceptive acts or practices by Plaintiff which would give rise to an action for monetary damages under the Pennsylvania Unfair Trade Practices and Consumer Protection law, 73 P.S. §201-2. As the allegations of Defendant's Counterclaims fail to support either a cause of action for fraud, they likewise fail to support a cause of action under the Act as well. In order to recover under the catchall provisions of the Pennsylvania Unfair Trade Practices and consumer Protection Law, the Plaintiff must allege and prove the common-law elements of fraud. Booze v. Allstate Insurance Company, 750 A.2d 877 (2000); Fay v. Erie Insurance Group, 723 A.2d 712 (1999); Prime Meats, Inc. v. Yochim, 422 Pa. Super. 460, 619 A.2d 769 (1993).

Defendant has failed to allege any elements of fraud against Plaintiff that would give rise to a cause of action under the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

F. DEFENDANT'S COUNTERCLAIM FOR ALLEGED VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW, 73 P.S. §201-2 IS NOT LEGALLY COGNIZABLE IN AN ACTION OF MORTGAGE FORECLOSURE

Moreover, since the Defendant is seeking money damages in this *in rem* mortgage foreclosure action, the claim is not permissible even if the Counterclaim was not otherwise barred by Pa. R.C.P. 1148. Since it is clear under Pennsylvania law that a mortgage may not assert a set off or claim for money damages by way of a Counterclaim in an action in mortgage foreclosure, Defendant's Counterclaim premised upon the violation of consumer protection statutes must be stricken. See Dietzel New York Guardian Mortgage Corporation v. Dietzel, supra. Fleet Real Estate Funding Corp v. Smith, supra.

III. CONCLUSION

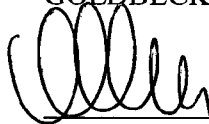
For all the foregoing reasons, it is respectfully requested that this Honorable Court sustain Plaintiff's Preliminary Objections and strike Defendant's New Matter, Defenses Four and Five, paragraphs twenty-eight (28) through thirty (30)(b).

Respectfully submitted,

GOLDBECK McCafferty & McKeever

Date: _____

7/12/07



Lisa A. Lee, Esquire
Attorney for Plaintiff

EXHIBIT "A"

GOLDBECK McCAFFERTY & McKEEVER

By: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 825-6318

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

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

JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR
TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1,
ASSET BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E. BERNARDO

MARY JO MEHOLICK

Mortgagors and Real Owners

RD 2 BOX 29, a/k/a RR 8 BOX 29

Dubois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

CIVIL ACTION: MORTGAGE
FORECLOSURE

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Harrisburg, PA 17108

800-692-7375

A V I S O

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PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

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

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

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

ACT NOW!

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

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

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

3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.

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

5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at homeretention@goldbecklaw.com. Call Judy at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of GMAC-0081.

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1, ASSET BACKED CERTIFICATES, SERIES 2006-1 OF 451 Hammond Avenue, Waterloo, IA 50702. **HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED**
2. The names and addresses of the Defendants are JOSEPH E. BERNARDO, 100 E. Washington Avenue, Dubois, PA 15801 and MARY JO MEHOLICK, 100 E. Washington Avenue, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 10, 2000 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to CENTEX HOME EQUITY CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200012255. The mortgage has been assigned to: JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1, ASSET BACKED CERTIFICATES, SERIES 2006-1 by assignment of Mortgage, which has been lodged for recording. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for July 15, 2006 and each month thereafter and by the terms the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:
- | | |
|--|--------------------|
| Principal Balance | \$27,073.54 |
| Interest from 06/15/2006 through 12/31/2006 at 14.9900%..... | \$2,223.99 |
| Per Diem interest rate at \$11.12 | |
| Reasonable Attorney's Fee | \$2,000.00 |
| Late Charges from 07/15/2006 to 12/31/2006..... | \$313.20 |
| Monthly late charge amount at \$52.20 | |
| Costs of suit and Title Search | \$900.00 |
| Corporate Advance | \$4,531.87 |
| Escrow Advance | \$2,436.75 |
| | <u>\$39,479.35</u> |
7. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants

. , through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de teris judgment in mortgage foreclosure in the sum of \$39,479.35, together with interest at the rate of \$11.12, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: _____


GOLDBECK McCAFFERTY & McKEEVER

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

VERIFICATION

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

Date: 1/3/05

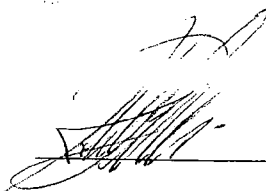


Exhibit A

ALL of that certain parcel or piece of land lying, situated and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point, said point being on the Northerly line of the Pennsylvania Railroad old right-of-way and South 65° 33' West three hundred ninety three and seven tenths (393.7) feet from the centerline of the road leading to Home Camp; thence by said right-of-way South 65° 35' West one hundred fifty and five tenths (150.5) feet to a point; thence by lands of former grantor North 28° 21' West four hundred seventy eight and six tenths (478.6) feet to an iron pipe on old abandoned township road; thence by said abandoned road North 84° 14' East one hundred sixty two and five tenths (162.5) feet to an iron pipe; thence by said road South 28° 21' East four hundred twenty five and three tenths (425.3) feet to the place of beginning. CONTAINING 1.63 acres, more or less.

BEING the same premises conveyed to the Grantors herein by Deed of Tamara Ellen Kalgren, formerly Tamara Ellen Bernardo, dated the 14th day of July, 2000, as recorded in Clearfield County as Instrument Number 200009966.

Exhibit B

GMAC Mortgage Corporation
3451 Hammond Avenue

Waterloo, IA 50702

Date: 09/15/06

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION, OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDE 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):

MARY JO MEHOLICK

ADDRESS:

RD 2 BOX 29

LOAN ACCOUNT NUMBER:

DUBOIS

PA 15801-0000

ORIGINAL LENDER:

0833006065

CURRENT LENDER/SERVICER:

GMAC Mortgage Corporation

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

CONSUMER CREDIT COUNSELING AGENCIES – If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. 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 is on your property located at RD 2 BOX 29 DUBOIS PA 15801-0000 IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 07/15/06 through 09/15/06. See attached Exhibit for payment breakdown.

Monthly Payments	\$ 1044.30
Late Charges	\$ 0.00
NSF	\$ 0.00
Inspections	\$ 15.00
Other (Default Expenses and Fees)	\$ 4501.87
Optional Insurance	\$ 0.00
Suspense	\$ 0.00
TOTAL AMOUNT PAST DUE:	\$ 5561.17

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 5561.17, 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 or certified check made payable and sent to:**

GMAC Mortgage Corporation
ATTN: Payment Processing
3451 Hammond Avenue

Waterloo, IA 50702

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

Not Applicable

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

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

which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender: GMAC Mortgage Corporation
Address: 3451 Hammond Avenue

Waterloo, IA 50702
Phone Number: 800-850-4622
Fax Number: 319-236-7437
Contact Person: Collection 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

ASSUMPTION OF MORTGAGE – You MAY or MAY NOT sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and 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 PAYOFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ENCLOSED

Applicable law requires us to inform you we are attempting to collect a debt and any information you provide will be used for that purpose.

If you disagree with our assertion that a default has occurred with your mortgage loan, please contact our office immediately at 800-850-4622 and speak with one of our loan counseling representatives. Thank you for your prompt response concerning this matter.

Collection Department
Loan Servicing

5041

EXHIBIT

07/15/06 through 09/15/06

Mo. Pmt. Amt. \$ 348.10

ACT 91 NOTICE
DATE OF NOTICE: November 15, 2006
TAKE ACTION TO SAVE YOUR
HOME FROM FORECLOSURE

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

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

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

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

The name, address and phone number of Consumer Credit Counseling Agencies serving Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869.)

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

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

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

Date: November 15, 2006

TO: JOSEPH E. BERNARDO

Homeowners Name: JOSEPH E. BERNARDO and MARY JO MEHOLICK

Property Address: RD 2 BOX 29, Dubois, PA 15801

Loan Account No.: 0833006065

Original Lender: CENTEX HOME EQUITY CORPORATION

Current Lender/Servicer: GMAC MORTGAGE CORPORATION

**HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: **RD 2 BOX 29, Dubois, PA 15801** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 07/15/2006 thru 11/15/2006
(5 mos. at \$348.10/month) \$1,740.50
- (b) Late charges from 07/15/2006 thru 11/15/2006
(5 mos. at \$52.20/month) \$261.00
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$2,001.50

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$ 2,001.50**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cashier's check, certified check or money order made payable and sent to:

GMAC MORTGAGE CORPORATION
3451 Hammond Avenue
Waterloo, IA 50702

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements

under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: GMAC MORTGAGE CORPORATION

Address: 3451 Hammond Avenue
Waterloo, IA 50702

Phone Number: 800-850-4622

Fax Number:

Contact Person: Loretta Carter

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Contact Person: Loretta Carter
Phone Number: 800-850-4622

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

CONSUMER CREDIT COUNSELING AGENCIES

CLEARFIELD COUNTY

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

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

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

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

CCCS OF NORTHEASTERN PA

Suite 100
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

EXHIBIT "B"

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

JPMorgan Chase Bank, N.A. as
Trustee for Truman Capital Mortgage
Loan Trust 2006-1, Asset Backed
Certificates, Series 2006-1
Plaintiff

vs.

Joseph E. Bernardo and
Mary Jo Meholick,
Defendants

*
*
*
*
*
* NO.: 06-2103-CD
*
* Type of Case: Mortgage Foreclosure
*
* Type of Pleading: Answer and New
* Matter
*
*
* Filed on Behalf of: Joseph E. Bernardo
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16830
* (814)765-9646

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

JUN 22 2007

Attest.

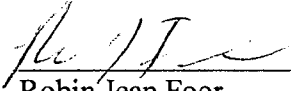
William J. Burns
Prothonotary/
Clerk of Courts

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

JPMORGAN CHASE BANK,N.A.	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LAON	:
TRUST 2006-1, ASSET BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: No.06-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

TO: JPMorgan Chase Bank

You are hereby notified to file a written response to the enclosed Answer and New Matter within twenty (20) days from service hereof or a judgment may be entered against you.



Robin Jean Foor
Attorney for Joseph E. Bernardo

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

JPMORGAN CHASE BANK,N.A.	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LAON	:
TRUST 2006-1, ASSET BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: No.06-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

ANSWER

Joseph E. Bernardo, by and through his attorneys, Robin Jean Foor, Esquire and
MidPenn Legal Services answers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. Defendant Joseph E. Bernardo did attempt to make a mortgage payment. However, said payment was refused as the attorney's fees and costs from the previous mortgage foreclosure (05-1877-CD) were listed as a miscellaneous fee in the statement and the regular mortgage payment was not accepted as full payment.
6. Denied. Specifically, the previous mortgage foreclosure was marked satisfied after Mr. Bernardo paid the amount demanded to cure the default and the plaintiff should not be permitted to collect those fees in this action. Strict proof of the other amounts is demanded.

7. No answer required.

8. Denied. Joseph E. Bernardo does not recall receiving the notices and strict proof is demanded. Further, the first notice is only addressed to Mary Jo Meholick and neither notice was sent to Mr. Bernardo's current address.

WHEREFORE, defendant, Joseph E. Bernardo, requests the Court to find in his favor and against the Plaintiff.

FIRST DEFENSE-SATISFACTION

9. This mortgage was the basis of a previous mortgage foreclosure action filed to 05-1877-CD.

10. Mr. Bernardo contacted Centex Home Equity and obtained the amount to cure the default in that action.

11. As a result of the information given to him by Centex, Mr. Bernardo wired four thousand, two hundred ninety-three dollars and sixty-seven cents (\$4,293.67) to Centex Home Equity on June 12, 2006. (A copy of the receipt is attached Exhibit 1.)

12. That action was marked satisfied by the prothonotary on July 10, 2006.

13. Following the conclusion of the previous mortgage foreclosure, the first statement from the mortgage company demanded the regular monthly payment and a fee listed as miscellaneous for four thousand three hundred ninety-three dollars and fifty cents (\$4,393.50). Defendant believes and therefore alleges this fee was for costs and attorney's fees from the previous mortgage foreclosure. (A Copy of the statement is attached as Exhibit 2.)

14. Defendant, Joseph Bernardo, did attempt to make a payment and sent money orders to the mortgage company which were returned to Mary Jo Meholick. A copy of

the money orders and the letter accompanying them when they were returned is attached as Exhibit 3.)

WHEREFORE, Defendant, Joseph Bernardo, requests that the court find that plaintiff is not entitled to the amounts from the previous mortgage foreclosure and that the mortgage is not in default and dismiss this action.

SECOND DEFENSE-ACT 6 OF 1974

15. The preceding paragraphs are incorporated herein.

16. Plaintiff is a residential mortgage lender within the meaning of Section 101 of Act 6 of 1974 41 P.S. section 101.

17. Compliance with Act 6 notice requirements is a legal prerequisite to this court acquiring jurisdiction over the subject matter of a mortgage foreclosure action involving an Act 6 mortgage.

18. Act 6 requires that a notice of intent to foreclose shall "clearly and conspicuously" set forth the nature of the default, the right of the debtor to cure, transfer or refinance the obligation and the requirements of curing the default, the time frame and method. 41 P.S. section 403(c).

19. The first Act 6 notice did not comply as it lists \$4501.50 under "other" (Default Expenses and Fees) and is not clear what those fees are.

20. That notice also did not comply with Act 6 as it was attempting to collect attorney's fees and costs that are not permissible under Act 6.

21. Plaintiff has not complied with 41 P.S. section 404 in that the amount to cure provided to defendant, Joseph Bernardo in June of 2006 was inaccurate.

22. Plaintiff did not comply 41 P.S. section 404(c), in that plaintiff did not restore defendant to the same position as if no default had occurred after quoting and accepting the four thousand, two hundred ninety-three dollars and sixty-seven cents (\$4,293.67) in satisfaction of the action filed to 05-1877-CD.

23. Plaintiff has not complied with 41 P.S. section 403, in that the notice was not mailed to Defendant, Joseph E. Bernardo at his last known address.

24. Notice conforming to 41 P.S. section 403 is required before plaintiff may accelerate the maturity of a residential mortgage obligation or commence action in mortgage foreclosure.

WHEREFORE, defendant, Joseph Bernardo, requests the Court to find that it does not have jurisdiction over this matter due to plaintiff's failure to comply with Act 6 of 1974.

DEFENSE THREE-ACT 91

25. The preceding paragraphs are incorporated herein.

26. Plaintiff has failed to comply with the notice requirements of Act 91(Pennsylvania's Homeowner's Emergency Mortgage Assistance Act), which are found at 35 P.S. 1680.401c(a).

27. Plaintiff has failed to provide any evidence that Defendant Joseph E. Bernardo received the notice required by Act 91. According to 35 P.S. 1680.403c(a), any mortgagee desiring to foreclose "shall send to mortgagor at his or her last known address the notice provided in subsection (b)." The first notice was apparently only sent to Mary Jo Meholick. The second notice was sent to a previous address for the property. That address has been changed due to the 911 requirements. Plaintiff has the correct current

address as it lists that address as Mr. Bernardo's address in paragraph 2 of the complaint. Further, Defendant, Joseph E. Bernardo avers that he did not receive an Act 91 notice of the availability of assistance from the Pennsylvania Homeowner's Emergency Assistance Program.

WHEREFORE, defendant, Joseph Bernardo, requests the Court to find that it does not have jurisdiction over this matter due to plaintiff's failure to comply with Act 91.

DEFENSE FOUR- FAIR DEBT COLLECTIONS PRACTICES ACT

28. The preceding paragraphs are incorporated herein.

29. Plaintiff violated the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. sections 1692 et seq. by:

- a. Falsely representing the character, amount, legal status of the debt, 15 U.S.C. sec. 1692e (2) on the Act 6 and Act 91 notices it sent to Defendant;
- b. Unfairly or unconscionably attempting to collect an amount not expressly authorized by the agreement created by the debt or permitted by law, 15 U.S.C. sec. 1692f(1).

WHEREFORE, defendant, Joseph Bernardo requests a judgment for any actual damages and statutory damages up to \$1000.

DEFENSE FIVE-UDAP CLAIM

30. The preceding paragraphs are incorporated herein.

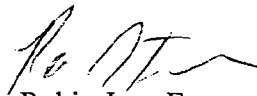
31. Plaintiff's conduct constitutes an "unfair or deceptive practice" within the meaning of Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. section 201-1 et seq. in that:

a. Plaintiff misrepresented to Defendant, the character, extent or amount of the debt or its status in a legal proceeding, 73 P.S. sec. 201-3.1; 37 Pa.Code sec. 303.3;

b. Plaintiff engaged in fraudulent or deceptive conduct which created a likelihood of confusion or misunderstanding, 73 P.S. sec. 201-2(xxi).

WHEREFORE, defendant, Joseph Bernardo requests treble damages, costs and other appropriate relief. 73 P.S. sec. 201-9.2.

Respectfully Submitted,



Robin Jean Foor
Attorney for Joseph E. Bernardo
PA ID # 41520
MidPenn Legal Services
211 East Locust Street
Clearfield, PA 16830

EXHIBIT 1

Envía un pago por MoneyGram ExpressPayment

RECEIPT CODE (REQUERIDO):

CÓDIGO DE RECIBO (REQUERIDO):

1018

(minimum 4 digits / mínimo 4 dígitos)

MAKES SURE YOUR RECEIPT CODE IS CORRECT IT ULTIMATELY ROUTES YOUR PAYMENT IF YOU PROVIDE THE WRONG COMPANY NAME OR ADDRESS BELOW. SEA CERTO QUE SU CÓDIGO DE RECIBO ES CORRECTO EN EL CASO QUE PROPORCIONES EL NOMBRE Y LA DIRECCIÓN DE LA COMPAÑÍA EQUIVOCADO O INCORRECTO, EN LA ÚLTIMA INSTANCIA EL CÓDIGO DE RECIBO DIRIGES SU PAGAMENTO A LA COMPAÑÍA INCORRECTA.

Center Home Equity

Company / Compañía

Dallas

City / Ciudad

(optional / opcional)

Texas

State / Estado

(optional / opcional)

COUNT NUMBER TO WHICH PAYMENT SHOULD BE APPLIED OR DESIGNATED RECIPIENT: CERO DE CUENTA A LA CUAL EL PAGO DEBE SER APLICADO O EL DESTINATARIO DESIGNADO:

0243504138

(Do not include dashes or spaces / No incluya espacios o guiones)

AMOUNT:

CANTIDAD DE DÓLARES:

\$4293.67

Agent must complete the reverse side of this form for transactions of \$900.00 or more. El Agente tiene que llenar el otro lado de este documento para transacciones de \$900.00 o más.

SENDER'S NAME:

PERSONA QUE ENVÍA:

Josepina de E. Bernarde

First Name / Primer Nombre

Middle Initial / Inicial

Last Name / Apellido(s)

6072 Old 355 Road

Street / Calle

Dallas

City / Ciudad

State / Estado

Zip / C.P.

Home Phone / Teléfono

Joe Bernarde

Sender's Signature / Firma de la persona que envía

Date / Fecha

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. THOSE TERMS AND CONDITIONS LIMIT THE SENDER'S LEGAL RIGHTS AND SHOULD BE REVIEWED PRIOR TO SIGNING. / ESTA TRANSACCIÓN ESTÁ SUJETA A LOS TÉRMINOS Y CONDICIONES QUE APARECEN AL REVERSO DE ESTA FORMA. ESOS TÉRMINOS Y CONDICIONES LIMITAN LOS DERECHOS DEL REMITENTE Y DEBERÁN SER REVISADOS ANTES DE FIRMAR.

AGE: AJE:

ATION: IÓN:

CUSTOMER COPY

COPIA DEL CLIENTE

© 2004 MoneyGram Payments Systems, Inc. All rights reserved. TM y © 2004 MoneyGram Payments Systems, Inc. Todos los derechos reservados.

www.moneygram.com

MoneyGram ExpressPayment

FOR AGENT USE / PARA USO DEL AGENTE

Reference Number / Número de Referencia

33429474

\$ 4293.67

Dollar Amount / Cantidad de Dólares

\$ 8.50

Consumer Fee / Cargos

\$ 4302.17

Total Collected / Total Cobrado

Winn

Agent Employee Name

Nombre del Empleado del Agente

1855

MoneyGram Operator #

Número del Operador de MoneyGram

WAL-MART
ALWAYS LOW PRICES.

Always.

WE SELL FOR LESS.

MANAGER PETER BROWN

(814) 375-5000

ST# 1769 OP# 00001855 TE# 91 TR# 00682

MONEY GRAM 068113163352 4,293.67 0

MONEYGRAMFEE 068113163353 8.50 0

SUBTOTAL 4,302.17

TOTAL 4,302.17

CASH TEND 4,302.17

CHANGE DUE 0.00

ITEMS SOLD 2

TC# 6877 8551 2295 3320 2999 70



Protect your TV or Computer.
Purchase a Product Care Plan today!
06/12/06 16:46:49

EXHIBIT 2

GMAC Mortgage Account Statement

CUSTOMER INFORMATION

Name: MARY JO MEHOLICK
Account Number: 0833006065
Home Phone #: (814)375-7126

PROPERTY ADDRESS

RD 2 BOX 29
DUBOIS PA 15801

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

862601 01/19/06 10:00 0005245 20060804 FH072102 GMREG 1 02 DOM FH07210000* 146316 GM

#BWNHJPY
#KW09564J03869#

|||||

MARY JO MEHOLICK
100 E WASHINGTON AVE
DUBOIS PA 15801-2055



For information about your existing account, please call: (800) 766-4622.

For information about refinancing or obtaining a new loan, please call:

Nationwide, 24 hours (800) 753-4622
Or to find a branch near you (800) 886-4622

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number 0833006065
Current Statement Date August 01, 2006
Maturity Date August 15, 2030
Interest Rate 14.99000
Current Principal Balance* \$27,073.54
Current Escrow Balance \$0.00
Interest Paid Year-to-Date \$0.00
Taxes Paid Year-to-Date \$0.00

Details of Amount Due/Paid

Principal and Interest \$348.10
Subsidy/Buydown \$0.00
Escrow \$0.00
Amount Past Due \$348.10
Outstanding Late Charges \$0.00
Other \$4,501.87
Total Amount Due \$5,198.07
Account Due Date July 15, 2006

For Customer Care inquiries call: 1-800-766-4622
For Insurance inquiries call: 1-800-256-9962
For Payment Arrangements call: 1-800-850-4622

Account Activity Since Last Statement

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Fee Paid	06/15/06	07/31/06	\$72.08-						\$72.08-
Fee Paid	06/15/06	07/31/06	\$4,429.79-						\$4,429.79-

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

This is a reminder that we have not received your current payment and a late charge has been assessed to your account. Please contact us at 800-850-4622 to make payment arrangements.

At this time you have an outstanding late charge balance of \$0.00.
Please remit this amount with your payment for a total amount due of \$5,198.07.

EXHIBIT 3

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

11/08/06

MARY JO MEHOLICK

100 E WASHINGTON AVE
DUBOIS PA 15801-2055

RE: Account Number 0833006065
 Property Address RD 2 BOX 29
 DUBOIS PA 15801-0000

Dear MARY JO MEHOLICK

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

Enclosed please find two money orders totaling \$348.00. These funds do not represent the full
amount due to reinstate your account at this time.

Your account has been transferred to our attorney to begin foreclosure proceedings. Additional
fees and costs have incurred. If it is your intent to reinstate your account in full, please contact
the attorney below for the reinstatement amounts. Only the correct amount in the form of
certified funds will be acceptable.

Goldbeck McCafferty & McKeever
Suite 5000 701 Market St
Philadelphia PA 19106
999-999-9999

If you cannot afford to reinstate your mortgage, there may be alternatives available to help you
avoid foreclosure. Contact the Loss Mitigation Department at GMAC Mortgage immediately
at 800-850-4622 to discuss these options.

Foreclosure Department
Loan Servicing

7:53

THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT AMOUNT BOX AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

MoneyGram INTERNATIONAL MONEY ORDER
Money Orders

49044176060

#083300606

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE **6-MAC Mortgage**

IMPORTANT - SEE BACK BEFORE CASHING

Paul Bernard

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS / DIRECCION: **2072 01st 255 Paul Bernard St 152**

Payable Through
Citizens State Bank
of Clara City
Clara City, MN

ISSUER/DRAWER:
MONEYGRAM PAYMENT SYSTEMS, INC.

AMOUNT IN WORDS
THREE HUNDRED AND SIXTY DOLLARS

TO AUTHENTICATE RUB CIRCLE
PARA AUTENTICAR RESTREGAR EL CIRCULO

0919161870490 44176060 90

THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT AMOUNT BOX AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

MoneyGram INTERNATIONAL MONEY ORDER
Money Orders

48261977995

#083300606

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE **6-MAC Mortgage**

IMPORTANT - SEE BACK BEFORE CASHING

Paul Bernard

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS / DIRECCION: **2072 01st 255 Paul Bernard St 152**

Payable Through
Citizens State Bank
of Clara City
Clara City, MN

ISSUER/DRAWER:
MONEYGRAM PAYMENT SYSTEMS, INC.

AMOUNT IN WORDS
THREE HUNDRED AND SIXTY DOLLARS

TO AUTHENTICATE RUB CIRCLE
PARA AUTENTICAR RESTREGAR EL CIRCULO

0919161870482 61977995 90

VERIFICATION

I, Joseph E. Bernardo, verify that the statements in the foregoing Answer and new matter are true and correct. I understand that false statements that are made herein are made subject to penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

6/22/07
Date

Joseph E. Bernardo
Joseph E. Bernardo

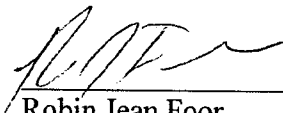
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JPMORGAN CHASE BANK,N.A.	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LAON	:
TRUST 2006-1, ASSET BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: No.06-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 22nd day of June, 2007 I
served a copy of the Answer and New Matter filed in that above captioned matter to the
following individual by first class mail, postage prepaid:

Joseph A. Goldberg, Jr.
GOLDBERG, MCCAFFERTY & MCKEEVER
Suite 5000-Melon Independence Center
701 Market Street
Philadelphia, PA 19106

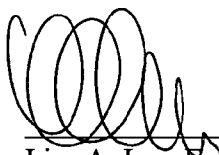


Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

VERIFICATION

LISA A. LEE, ESQUIRE hereby states that she is the attorney for Plaintiff herein, and that all of the facts set forth in the attached Preliminary Objections to Defendant's New Matter are true and correct to the best of her knowledge, information and belief.

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

A handwritten signature in black ink, consisting of several loops and a trailing line, positioned above a horizontal line.

Lisa A. Lee, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

ATTORNEY FOR PLAINTIFF

By: Lisa A. Lee, Esquire

Attorney I.D. #: 78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

JPMORGAN CHASE BANK, N.A. AS TRUSTEE
FOR TRUMAN CAPITAL MORTGAGE LOAN
TRUST 2006-1, ASSET BACKED CERTIFICATES,
SERIES 2006-1

3451 Hammond Avenue

Waterloo, IA 50702

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

vs.

No. 06-2103-CD

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners

RD 2 BOX 29, a/k/a RR 8 BOX 29

Dubois, PA 15801

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Preliminary Objections to Defendant's New Matter was sent by first class mail, postage pre-paid, upon the following on the date listed below:

ATTORNEY FOR JOSEPH E. BERNARDO ONLY

Robin Jean Foor, Esquire

MidPenn Legal Services

211 East Locust Street

Clearfield, PA 16830

ATTORNEY FOR MARY JO MEHOLICK ONLY

David P. King, Esquire

P.O. Box 1016

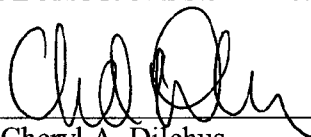
223 Beaver Drive

DuBois, PA 15801

GOLDBECK McCAFFERTY & McKEEVER

Date:

7/12/07



Cheryl A. Dilchus

Sr. Litigation Paralegal

GOLDBECK McCAFFERTY & McKEEVER

Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. # 78020

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

FILED *NO CC*
MT 11:04 AM
JUL 13 2007 *(GN)*

William A. Shaw
Prothonotary/Clerk of Courts

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 06-2103-CD

PLAINTIFF'S REPLY TO DEFENDANT'S NEW MATTER

Plaintiff, by and through its undersigned counsel, hereby responds to Defendant Joseph E.

Bernardo's New Matter as follows:

FIRST DEFENSE – SATISFACTION

9. Denied. The averments of paragraph 9 refer to documents which are in writing and speaks for themselves.

10. Denied. Plaintiff is without sufficient knowledge, information or belief to form a belief as to the truth or falsity of the averments of paragraph 10 and, as such, the same are denied.

11. Denied. Plaintiff is without sufficient knowledge, information or belief to form a belief as to the truth or falsity of the averments of paragraph 11 and, as such, the same are denied.

12. Denied. The averments of paragraph 12 refer to a document which is in writing and speaks for itself.

13. Denied. The averments of paragraph 13 refer to a document which is in writing and speaks for itself.

14. Denied. Plaintiff is without sufficient knowledge, information or belief to form a belief as to the truth or falsity of the averments of paragraph 14 and, as such, the same are denied. By way of further response, the averments of paragraph 14 refer to documents which are in writing and speak for themselves.

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

SECOND DEFENSE – ACT 6 OF 1974

15. Plaintiff incorporates by reference paragraphs 1-8 of its Complaint and paragraph 9-14 of the instant Reply to New Matter as if fully set forth herein.

16. Denied. The averments in paragraph sixteen (16) are conclusions of law to which no response is necessary.

17. Denied. The averments in paragraph seventeen (17) are conclusions of law to which no response is necessary.

18. Denied. The averments in paragraph eighteen (18) are conclusions of law to which no response is necessary.

19. Denied. The averments in paragraph nineteen (19) are conclusions of law to which no response is necessary. By way of further response, the averments in paragraph 19 refer to a document in writing which speaks for itself. In addition, Plaintiff submits that the averments of this paragraph do not specify the date of the Act 6 notice to which they refer.

20. Denied. The averments in paragraph twenty (20) are conclusions of law to which no response is necessary.

21. Denied. The averments in paragraph twenty-one (21) are conclusions of law to which no response is necessary.

22. Denied. The averments in paragraph twenty-two (22) are conclusions of

law to which no response is necessary.

23. Denied. The averments in paragraph twenty-three (23) are conclusions of law to which no response is necessary. By way of further response, Plaintiff submits that Defendant has not specified what notice he is referring to in the averments of paragraph 23. As such, Plaintiff cannot adequately respond.

24. Denied. The averments in paragraph twenty-four (24) are conclusions of law to which no response is necessary.

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

DEFENSE THREE – ACT 91

25. Plaintiff incorporates by reference paragraphs 1-8 of its Complaint and paragraph 9-24 of the instant Reply to New Matter as if fully set forth herein.

26. Denied. The averments in paragraph twenty-six (26) are conclusions of law to which no response is necessary.

27. Denied. The Act Notice sent to Joseph E. Bernardo on November 11, 2006 was sent to 100 E. Washington Avenue, Dubois, PA 15801. The notice was returned from the U.S. Postal Service as "Unclaimed" on December 5, 2006. A copy of the U.S.P.S. Track and Confirm Results for the Notice are attached hereto as Exhibit A. Plaintiff has fully complied with Act 91 of 1983.

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

DEFENSE FOUR-FAIR DEBT COLLECTIONS PRACTICES ACT

28-19b. Plaintiff has filed Preliminary Objections to this defense.

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

DEFENSE FIVE-UDAP CLAIM

30-31b. Plaintiff has filed Preliminary Objections to this defense.

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

Respectfully submitted,


GOLDBECK McCAFFERTY & McKEEVER

Lisa A. Lee, Esquire
Attorney for Plaintiff

EXHIBIT "A"

Lisa Lee

From: U.S. Postal Service [U.S. Postal Service@usps.com]
Sent: Wednesday, July 11, 2007 10:47 PM
To: Lisa Lee
Subject: U.S. Postal Service Track & Confirm email Restoration - 7111 4342 3630 0003 1913

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

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

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

Label Number: 7111 4342 3630 0003 1913

Service Type: Certified

Shipment Activity Time	Location	Date &

Unclaimed 8:28am	DU BOIS PA 15801	12/05/06
Acceptance 5:19pm	PHILADELPHIA PA 19107	11/15/06

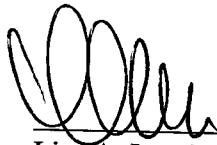
USPS has not verified the validity of any email addresses submitted via its online Track & Confirm tool.

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

VERIFICATION

LISA A. LEE, ESQUIRE hereby states that she is the attorney for Plaintiff herein, and that all of the facts set forth in the attached Plaintiff's Reply to Defendant's New Matter are true and correct to the best of her knowledge, information and belief.

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

A handwritten signature in black ink, consisting of several loops and a trailing flourish, positioned above a horizontal line.

Lisa A. Lee, Esquire
Attorney for Plaintiff

GOLDBECK McCafferty & McKeever

A Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. # 78020

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners

RD 2 BOX 29, a/k/a RR 8 BOX 29

Dubois, PA 15801

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 06-2103-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Reply to Defendant's New
Matter was sent by first class mail, postage pre-paid, upon the following on the date listed below:

ATTORNEY FOR JOSEPH E. BERNARDO ONLY

Robin Jean Foor, Esquire

MidPenn Legal Services

211 East Locust Street

Clearfield, PA 16830

ATTORNEY FOR MARY JO MEHOLICK ONLY

David P. King, Esquire

P.O. Box 1016

223 Beaver Drive

DuBois, PA 15801

GOLDBECK McCafferty & McKeever

Date:

7/12/07



Lisa A. Lee, Esquire

Attorney for Plaintiff

6A

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

JP MORGAN CHASE BANK, N.A. AS *
TRUSTEE FOR TRUMAN CAPITAL *
MORTGAGE LOAN TRUST 2006-1, *
ASSET BACKED CERTIFICATES, *
SERIES 2006-1, *
Plaintiff *

vs. *

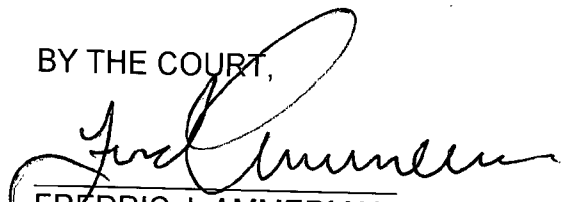
JOSEPH E. BERNARDO and *
MARY JO MEHOLICK, *
Defendants *

NO. 06-2103-CD

ORDER

NOW, this 18th day of July, 2007, upon receipt of the Preliminary Objections to Paragraphs 28 through 31(b) of Defendant's New Matter filed on behalf of the Plaintiff by Attorney Lisa A. Lee, it is the ORDER of this Court that argument on the said Preliminary Objections be and is hereby scheduled for the 12th day of September, 2007 at 9:30 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA 16830.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 300
8/3:57/07 Amy Lee
JUL 18 2007
William A. Shaw
Prothonotary/Clerk of Courts
(CR)

FILED

JUL 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/18/07

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF Clearfield COUNTY

JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR
TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1,
ASSET BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E BERNARDO
MARY JO MEHOLICK
(Mortgagor(s) and Record Owner(s))
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Defendant(s)

No. 06-2103-CD

FILED

JUL 23 2007

on 7/13/07
William A. Shaw
Prothonotary/Clerk of Courts
can win on

PRAECIPE FOR JUDGMENT

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

Enter the Judgment in favor of Plaintiff and against MARY JO MEHOLICK by default for want of an Answer.

Assess damages as follows:

Debt

\$39,479.35

Interest - 06/15/2006 to 12/31/2006

Total

(Assessment of Damages attached)

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

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

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

AND NOW July 23, 2007, Judgment is entered in favor of
JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1,
ASSET BACKED CERTIFICATES, SERIES 2006-1 and against MARY JO MEHOLICK by default for want of an
Answer and damages assessed in the sum of \$39,479.35 as per the above certification.

Prothonotary

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

JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1,
ASSET BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

No. 06-2103-CD

vs.

JOSEPH E BERNARDO
MARY JO MEHOLICK
(Mortgagors and Record Owner(s))
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Defendant(s)

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

NOTICE

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

MARY JO MEHOLICK

William Shaw
Prothonotary

By: 

7-23-07

Deputy

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

Joseph A. Goldbeck, Jr.
Goldbeck McCafferty & McKeever
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322

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

DATE OF THIS NOTICE: June 1, 2007

TO: MARY JO MEHOLICK
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN
CAPITAL MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E BERNARDO
MARY JO MEHOLICK
Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Defendants

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 06-2103-CD

TO: MARY JO MEHOLICK
RD 2 BOX 29 A/K/A RR 8 BOX 29
Dubois, PA 15801

IMPORTANT NOTICE

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

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

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

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

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

DATE OF THIS NOTICE: June 1, 2007

TO:

MARY JO MEHOLICK
100 E. Washington Avenue
Dubois, PA 15801

JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN
CAPITAL MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E BERNARDO
MARY JO MEHOLICK
Mortgagors and Record Owners
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Defendants

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 06-2103-CD

TO: MARY JO MEHOLICK
100 E. Washington Avenue
Dubois, PA 15801

IMPORTANT NOTICE

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

KEYSTONE LEGAL SERVICES
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Clearfield, PA 16830
814-765-9646

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

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

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

JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR
TRUMAN CAPITAL MORTGAGE LOAN TRUST
2006-1, ASSET BACKED CERTIFICATES, SERIES
2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E BERNARDO
MARY JO MEHOLICK
(Mortgagor(s) and Record owner(s))
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 06-2103-CD

ORDER FOR JUDGMENT

Please enter Judgment in favor of JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1, ASSET BACKED CERTIFICATES, SERIES 2006-1, and against MARY JO MEHOLICK for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$39,479.35.

Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR TRUMAN CAPITAL MORTGAGE LOAN TRUST 2006-1, ASSET BACKED CERTIFICATES, SERIES 2006-1 3451 Hammond Avenue Waterloo, IA 50702 and that the name(s) and last known address(es) of the Defendant(s) is, 2072 Old Route 255 Dubois, PA 15801 and MARY JO MEHOLICK, 100 E. Washington Avenue Dubois, PA 15801.

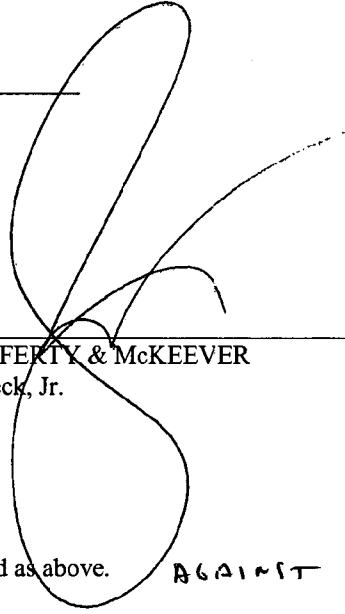
GOLDBECK McCAFFERTY & McKEEVER
BY: Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

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

Principal Balance	\$27,073.54
Interest from 06/15/2006 through 12/31/2006	\$2,223.99
Reasonable Attorney's Fee	\$2,000.00
Late Charges	\$313.20
Costs of Suit and Title Search	\$900.00
Corporate Advance	\$4,531.87
Escrow Advance	\$2,436.75
	<hr/>
	\$39,479.35




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

AND NOW, this 23 day of July, 2007 damages are assessed as above.

MARY JO MAHOLICK, ONLY

AGAINST



Pro Prothy

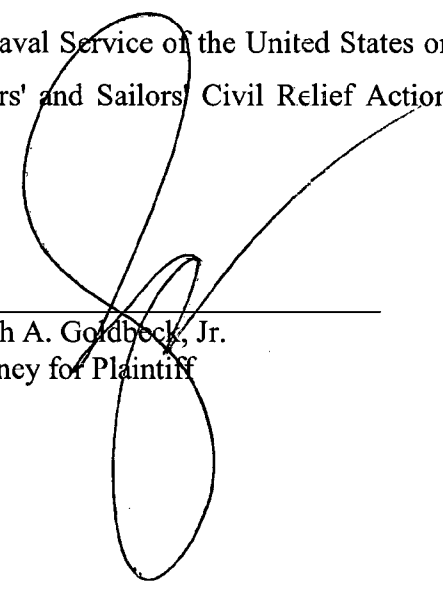
VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, MARY JO MEHOLICK, is about unknown years of age, that Defendant's last known residence is 2072 Old Route 255 Dubois, PA 15801 and is engaged in the unknown business located at unknown address.

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

Date: July 19, 2007



Joseph A. Goldbeck, Jr.
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

BY: LISA A. LEE, ESQUIRE

Attorney I.D. #78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

215-627-1322

ATTORNEY FOR PLAINTIFF

FILED No cc
JUL 31 2007
William A. Shaw
Prothonotary/Clerk of Courts

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1,
ASSET BACKED CERTIFICATES,
SERIES 2006-1

3451 Hammond Avenue

Waterloo, IA 50702

IN THE COURT OF COMMON PLEAS

OF Clearfield County

06-2103-CD

Plaintiff

vs.

JOSEPH E BERNARDO

MARY JO MEHOLICK

RD 2 BOX 29 A/K/A RR 8 BOX 29

Dubois, PA 15801

Defendant

AFFIDAVIT OF SERVICE

I hereby certify that a true and correct copy of Notice of Oral Argument scheduled for September 12, 2007 at 9:30 AM at Prothonotary of Clearfield County 230 E. Market Street Clearfield, PA 16830 on Plaintiff's Preliminary Objections, was sent by first class mail, postage pre-paid, upon the following on the date listed below:

Robin Jean Foor, Esquire
MidPenn Legal Services
211 East Locust Street
Clearfield, PA 16830

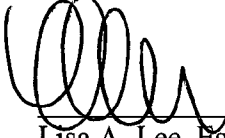
David P. King, Esquire
P.O. Box 1016
223 Beaver Drive
DuBois, PA 15801

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

GOLDBECK McCAFFERTY & McKEEVER

Date: July 30, 2007

By: _____


Lisa A. Lee, Esquire
Attorney for Plaintiff

LA

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

JP MORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1,
ASSET BACKED CERTIFICATES,
SERIES 2006-1,

Plaintiff

vs.

JOSEPH E. BERNARDO

MARY JO MEHOLICK

Defendants

*
*
*
*
*
*
*
*
*

NO. 06-2106³-CD

ORDER

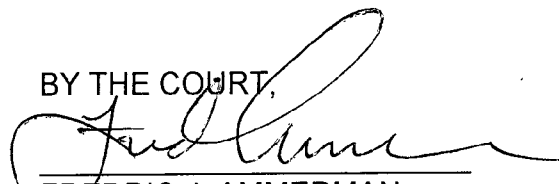
NOW, this 12th day of September, 2007, following argument on the Plaintiff's Preliminary Objections to Defendant Bernardo's Defenses Four and Five, it is the ORDER of this Court as follows:

1. The Counterclaim set forth under Defense Four, paragraphs 28 and 29 of the Defendant's New Matter, is not authorized under the federal statute, 15 U.S.C. §§1692, *et seq.* Accordingly, the Defense/Counterclaim as set forth within the said numbered paragraphs is hereby dismissed;
2. The Preliminary Objections to Defense Five, being paragraphs 30 and 31 of the Defendant's New Matter, are hereby dismissed. The Defendants are entitled to an opportunity to attempt to prove fraudulent conduct pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-1 *et seq.*
3. In all other regards the Plaintiff's Preliminary Objections are hereby dismissed.

FILED
014:00311
SEP 12 2007

William A. Shaw
Prothonotary/Clerk of Courts
ICC Atty: Goldbeck
Foor
King
QR

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

SEP 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/12/07

___ You are responsible for serving all appropriate parties.

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

___ Plaintiff(s) ☒ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ☒ Defendant(s) Attorney

___ Special Instructions:

GOLDBECK McCAFFERTY & McKEEVER

LISA A. LEE, ESQUIRE.

Attorney I.D.#78020

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO
MARY JO MEHOLICK
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS

of Clearfield County

No. 06-2103-CD

RULE

AND NOW, upon consideration of the foregoing Motion for Reconsideration, it is hereby
ORDERED that:

- 1) this Court's Order of September 12, 2007 is vacated pending further proceedings on the Motion for Reconsideration;
- 2) a Rule is issued upon Respondent to show cause why the Movant is not entitled to the relief requested;
- 3) the Respondent shall file an answer to the Motion within twenty (20) days of service upon the Respondent;
- 4) argument shall be held on _____, 2007 in Courtroom _____ of the Clearfield County Courthouse; and
- 5) notice of the entry of this Order shall be provided to all parties by the Movant.
- 6) All proceedings shall be stayed in the meantime.

BY THE COURT:

J.

JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR
TRUMAN CAPITAL MORTGAGE LOAN TRUST
2006-1, ASSET BACKED CERTIFICATES, SERIES
2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E BERNARDO and
MARY JO MEHOLICK
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

Docket No. 06-2103-CD

AMENDED ORDER

AND NOW, on this _____ day of _____, 2007, after review,
analysis and consideration of Plaintiff's Motion for Reconsideration and Plaintiff's Preliminary
Objections to Defendant Bernardo's Defenses Four and Five filed in the above-captioned matter,
and any response thereto,

It is hereby ORDERED that Plaintiff's Motion for Reconsideration is granted, and the
Order entered September 12, 2007 is hereby vacated, and it is

FURTHER ORDERED that Plaintiff's Preliminary Objections to Defendant Bernardo's
Defenses Four and Five under are sustained, and paragraphs twenty-eight (28) through thirty-one
(b) (31)(b) of Defendant Bernardo's New Matter are stricken.

BY THE COURT:

J.

GOLDBECK McCafferty & McKeeever

LISA A. LEE, ESQUIRE.

Attorney I.D.#78020

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

FILED

OCT 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

JPMORGAN CHASE BANK, N.A. AS TRUSTEE
FOR TRUMAN CAPITAL MORTGAGE LOAN
TRUST 2006-1, ASSET BACKED
CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E BERNARDO and
MARY JO MEHOLICK
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

Docket No. 06-2103-CD

**PLAINTIFF'S MOTION FOR RECONSIDERATION
OF THIS COURT'S ORDER OF SEPTEMBER 12, 2007**

Plaintiff, by and through its attorney, Lisa A. Lee, Esq., in support of its Motion for
Reconsideration, represents as follows:

1. Plaintiff commenced a mortgage foreclosure action against the premises RD 2 BOX 29,
a/k/a RR 8 BOX 29 Dubois, PA 15801, ("the property"), by the filing a Complaint in
Mortgage Foreclosure on December 19, 2006.
2. This is a straight-forward mortgage foreclosure action filed by Plaintiff by reason of
Defendant's failure to make monthly mortgage payments due for the months of July 15,
2006 and each month thereafter.

3. Defendant filed an Answer with New Matter in these proceedings on June 22, 2007. A true and correct copy of Defendant's Answer with New Matter is attached hereto as Exhibit "A".
4. Defendant's pleading contained two "Defenses" (namely "Defenses" Four and Five) that Plaintiff submits are in the nature of counterclaims, as they seek affirmative relief against Plaintiff.
5. Plaintiff filed a Reply to Defendant's New Matter and Preliminary Objections to Defendant Bernardo's New Matter, Defenses Four and Five on July 13, 2007.
6. This Honorable Court issued an Order on September 12, 2007 that dismissed Defense Four, paragraphs 28 and 29 of the Defendant's New Matter, but dismissed Plaintiff's Preliminary Objections to Defense Five, paragraphs 30 and 31 of Defendant's New Matter. A true and correct copy of the Court's Order is attached hereto as Exhibit "B".
7. Plaintiff respectfully submits that both Defenses Four and Five must be dismissed as they are both impermissible counterclaims for the same reason. The grounds for this assertion are:
 - a. Pennsylvania Rule of Civil Procedure 1028(a)(4) provides that Preliminary Objections may be filed by any party to any pleading on the basis that the pleading is legally insufficient.
 - b. The factual allegations pled in support of Defendant's Defense Five all revolve around alleged conduct of Plaintiff that occurred in June and July, 2006, over six (6) years after the mortgage was made.
 - c. Because the factual allegations pled in support of Defendant's Defense Five do not relate to the creation of the mortgage, the Defense is an impermissible

counterclaim pursuant to Pa. R.C.P. 1148, is not legally cognizable in an action in mortgage foreclosure, and is therefore subject to demurrer.

- d. The factual basis for the counterclaims is what makes them impermissible under Rule 1148, not the legal causes of action.
 - e. Because of this, Plaintiff respectfully submits that both Defense Four and Five should have been dismissed in this Court's September 12, 2007 Order, rather than just Defense Four.
8. In light of the foregoing, Plaintiff respectfully requests this Honorable Court reconsider its Order of September 12, 2007, sustain Plaintiff's Preliminary Objections to Defendant Bernardo's Defenses Four and Five, and strike twenty-eight (28) through thirty-one (b)(31)(b) of Defendant's New Matter.

WHEREFORE, Plaintiff respectfully requests that this honorable Court enter an order granting reconsideration in this matter and amending its Order of September 12, 2007.

Respectfully submitted,

GOLDBECK, McCafferty & McKeever



Lisa A. Lee, Esq.
Attorney for Plaintiff

EXHIBIT "A"

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

JPMorgan Chase Bank, N.A. as
Trustee for Truman Capital Mortgage
Loan Trust 2006-1, Asset Backed
Certificates, Series 2006-1
Plaintiff

vs.

Joseph E. Bernardo and
Mary Jo Meholick,
Defendants

*
*
*
*
*
* NO.: 06-2103-CD
*
* Type of Case: Mortgage Foreclosure
*
* Type of Pleading: Answer and New
* Matter
*
*
* Filed on Behalf of: Joseph E. Bernardo
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16830
* (814)765-9646

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

JUN 22 2007

Attest.

William B. Foor
Prothonotary/
Clerk of Courts

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

JPMORGAN CHASE BANK,N.A. :
AS TRUSTEE FOR TRUMAN :
CAPITAL MORTGAGE LAON :
TRUST 2006-1, ASSET BACKED :
CERTIFICATES, SERIES 2006-1 :
Plaintiff :

vs.

: No.06-2103-CD
:
:

JOSEPH E. BERNARDO :
MARY JO MEHOLICK, :
Defendants :

TO: JPMorgan Chase Bank

You are hereby notified to file a written response to the enclosed Answer and New Matter within twenty (20) days from service hereof or a judgment may be entered against you.



Robin Jean Foor

Attorney for Joseph E. Bernardo

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

JPMORGAN CHASE BANK,N.A.	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LAON	:
TRUST 2006-1, ASSET BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: No.06-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

ANSWER

Joseph E. Bernardo, by and through his attorneys, Robin Jean Foor, Esquire and
MidPenn Legal Services answers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.

5. Denied. Defendant Joseph E. Bernardo did attempt to make a mortgage payment. However, said payment was refused as the attorney's fees and costs from the previous mortgage foreclosure (05-1877-CD) were listed as a miscellaneous fee in the statement and the regular mortgage payment was not accepted as full payment.

6. Denied. Specifically, the previous mortgage foreclosure was marked satisfied after Mr. Bernardo paid the amount demanded to cure the default and the plaintiff should not be permitted to collect those fees in this action. Strict proof of the other amounts is demanded.

7. No answer required.

8. Denied. Joseph E. Bernardo does not recall receiving the notices and strict proof is demanded. Further, the first notice is only addressed to Mary Jo Meholick and neither notice was sent to Mr. Bernardo's current address.

WHEREFORE, defendant, Joseph E. Bernardo, requests the Court to find in his favor and against the Plaintiff.

FIRST DEFENSE-SATISFACTION

9. This mortgage was the basis of a previous mortgage foreclosure action filed to 05-1877-CD.

10. Mr. Bernardo contacted Centex Home Equity and obtained the amount to cure the default in that action.

11. As a result of the information given to him by Centex, Mr. Bernardo wired four thousand, two hundred ninety-three dollars and sixty-seven cents (\$4,293.67) to Centex Home Equity on June 12, 2006. (A copy of the receipt is attached Exhibit 1.)

12. That action was marked satisfied by the prothonotary on July 10, 2006.

13. Following the conclusion of the previous mortgage foreclosure, the first statement from the mortgage company demanded the regular monthly payment and a fee listed as miscellaneous for four thousand three hundred ninety-three dollars and fifty cents (\$4,393.50). Defendant believes and therefore alleges this fee was for costs and attorney's fees from the previous mortgage foreclosure. (A Copy of the statement is attached as Exhibit 2.)

14. Defendant, Joseph Bernardo, did attempt to make a payment and sent money orders to the mortgage company which were returned to Mary Jo Meholick. A copy of

the money orders and the letter accompanying them when they were returned is attached as Exhibit 3.)

WHEREFORE, Defendant, Joseph Bernardo, requests that the court find that plaintiff is not entitled to the amounts from the previous mortgage foreclosure and that the mortgage is not in default and dismiss this action.

SECOND DEFENSE-ACT 6 OF 1974

15. The preceding paragraphs are incorporated herein.

16. Plaintiff is a residential mortgage lender within the meaning of Section 101 of Act 6 of 1974 41 P.S. section 101.

17. Compliance with Act 6 notice requirements is a legal prerequisite to this court acquiring jurisdiction over the subject matter of a mortgage foreclosure action involving an Act 6 mortgage.

18. Act 6 requires that a notice of intent to foreclose shall "clearly and conspicuously" set forth the nature of the default, the right of the debtor to cure, transfer or refinance the obligation and the requirements of curing the default, the time frame and method. 41 P.S. section 403(c).

19. The first Act 6 notice did not comply as it lists \$4501.50 under "other" (Default Expenses and Fees) and is not clear what those fees are.

20. That notice also did not comply with Act 6 as it was attempting to collect attorney's fees and costs that are not permissible under Act 6.

21. Plaintiff has not complied with 41 P.S. section 404 in that the amount to cure provided to defendant, Joseph Bernardo in June of 2006 was inaccurate.

22. Plaintiff did not comply 41 P.S. section 404(c), in that plaintiff did not restore defendant to the same position as if no default had occurred after quoting and accepting the four thousand, two hundred ninety-three dollars and sixty-seven cents (\$4,293.67) in satisfaction of the action filed to 05-1877-CD.

23. Plaintiff has not complied with 41 P.S. section 403, in that the notice was not mailed to Defendant, Joseph E. Bernardo at his last known address.

24. Notice conforming to 41 P.S. section 403 is required before plaintiff may accelerate the maturity of a residential mortgage obligation or commence action in mortgage foreclosure.

WHEREFORE, defendant, Joseph Bernardo, requests the Court to find that it does not have jurisdiction over this matter due to plaintiff's failure to comply with Act 6 of 1974.

DEFENSE THREE-ACT 91

25. The preceding paragraphs are incorporated herein.

26. Plaintiff has failed to comply with the notice requirements of Act 91(Pennsylvania's Homeowner's Emergency Mortgage Assistance Act), which are found at 35 P.S. 1680.401c(a).

27. Plaintiff has failed to provide any evidence that Defendant Joseph E. Bernardo received the notice required by Act 91. According to 35 P.S. 1680.403c(a), any mortgagee desiring to foreclose "shall send to mortgagor at his or her last known address the notice provided in subsection (b)." The first notice was apparently only sent to Mary Jo Meholick. The second notice was sent to a previous address for the property. That address has been changed due to the 911 requirements. Plaintiff has the correct current

address as it lists that address as Mr. Bernardo's address in paragraph 2 of the complaint. Further, Defendant, Joseph E. Bernardo avers that he did not receive an Act 91 notice of the availability of assistance from the Pennsylvania Homeowner's Emergency Assistance Program.

WHEREFORE, defendant, Joseph Bernardo, requests the Court to find that it does not have jurisdiction over this matter due to plaintiff's failure to comply with Act 91.

DEFENSE FOUR- FAIR DEBT COLLECTIONS PRACTICES ACT

28. The preceding paragraphs are incorporated herein.

29. Plaintiff violated the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. sections 1692 et seq. by:

- a. Falsely representing the character, amount, legal status of the debt, 15 U.S.C. sec. 1692e (2) on the Act 6 and Act 91 notices it sent to Defendant;
- b. Unfairly or unconscionably attempting to collect an amount not expressly authorized by the agreement created by the debt or permitted by law, 15 U.S.C. sec. 1692f(1).

WHEREFORE, defendant, Joseph Bernardo requests a judgment for any actual damages and statutory damages up to \$1000.

DEFENSE FIVE-UDAP CLAIM

30. The preceding paragraphs are incorporated herein.

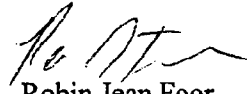
31. Plaintiff's conduct constitutes an "unfair or deceptive practice" within the meaning of Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. section 201-1 et seq. in that:

a. Plaintiff misrepresented to Defendant, the character, extent or amount of the debt or its status in a legal proceeding, 73 P.S. sec. 201-3.1; 37 Pa.Code sec. 303.3;

b. Plaintiff engaged in fraudulent or deceptive conduct which created a likelihood of confusion or misunderstanding, 73 P.S. sec. 201-2(xxi).

WHEREFORE, defendant, Joseph Bernardo requests treble damages, costs and other appropriate relief. 73 P.S. sec. 201-9.2.

Respectfully Submitted,



Robin Jean Foor
Attorney for Joseph E. Bernardo
PA ID # 41520
MidPenn Legal Services
211 East Locust Street
Clearfield, PA 16830

EXHIBIT 1

Envía un pago por

MoneyGram ExpressPayment

MoneyGram ExpressPayment

RECEIPT CODE (REQUERIDO):

DIGITO DE RECIBO (REQUERIDO):

1018

(minimum 4 digits / mínimo 4 dígitos)

TO:
DUE A:

MAKE SURE YOUR RECEIPT CODE IS CORRECTLY ULTIMATELY RESULTS YOUR PAYMENT IF YOU PROVIDE THE WRONG COMPANY NAME OR ADDRESS BELOW.
SEA CURIOSO QUE SU CÓDIGO DE RECIBO ES CORRECTO EN EL CASO QUE PROPORCIONE EL NOMBRE Y LA DIRECCIÓN DE LA COMPAÑÍA EQUIVOCADO O INCORRECTO, EN LA ÚLTIMA INSTANCIA EL CÓDIGO DE RECIBO DIFERENCIA SU PAGAMENTO A LA COMPAÑÍA INCORRECTA.

Centex Home Equity

Company / Compañía

Dallas

Texas

City / Ciudad
(optional / opcional)

State / Estado
(optional / opcional)

COUNT NUMBER TO WHICH PAYMENT SHOULD BE APPLIED OR DESIGNATED RECIPIENT.
NÚMERO DE CUENTA A LA CUAL EL PAGO DEBE SER APLICADO O EL DESTINATARIO DESIGNADO:

024350438

(Do not include dashes or spaces / No incluya espacios o guiones)

AMOUNT:

CANTIDAD DE DÓLARES:

\$4293.67

Agent must complete the reverse side of this form for transactions of \$500.00 or more.
El Agente debe que llenar el otro lado de este documento para transacciones de \$500.00 o más.

SENDER'S NAME:

PERSONA QUE ENVÍA:

Josepina de E. Bernardo

First Name / Primer Nombre

Middle Initial / Inicial

Last Name / Apellido(s)

5072 Old 355 Road

Street / Calle

DUBOIS PA

15801

843-1647

City / Ciudad

State / Estado

Zip / C.P.

Home Phone / Teléfono

Joe Bernardo

6-12-06

Sender's Signature / Firma de la persona que envía

Date / Fecha

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. THOSE TERMS AND CONDITIONS LIMIT THE SENDER'S LEGAL RIGHTS AND SHOULD BE REVIEWED PRIOR TO SIGNING. / ESTA TRANSACCIÓN ESTÁ SUJETA A LOS TÉRMINOS Y CONDICIONES QUE APARECEN AL REVERSO DE ESTA FORMA. ESOS TÉRMINOS Y CONDICIONES LIMITAN LOS DERECHOS DEL REMITENTE Y DEBERÁN SER REVISADOS ANTES DE FIRMAR.

AGE:
A/E:

ATION:
IÓN:

OTHER COPY
DE LA DEL CUEN

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TM y © 2004 MoneyGram Payments Systems, Inc. Todos los derechos reservados.

www.moneygram.com

FOR AGENT USE / PARA USO DEL AGENTE

Reference Number / Número de Referencia

33429474

\$ 4293.67

Dollar Amount / Cantidad de Dólares

\$ 8.50

Consumer Fee / Cargos

\$ 4302.17

Total Collected / Total Cobrado

Winn

Agent Employee Name
Nombre del Empleado del Agente

1855

MoneyGram Operator #
Número del Operador de MoneyGram

WAL-MART

ALWAYS LOW PRICES.

Always

WE SELL FOR LESS

MANAGER PETER BROWN

(814) 375 - 5000

ST# 1769 DP# 00001855 TE# 91 TR# 00682

MONEY GRAM 068113163352 4,293.67 0

MONEYGRAMFEE 068113163353 8.50 0

SUBTOTAL 4,302.17

TOTAL 4,302.17

CASH TEND 4,302.17

CHANGE DUE 0.00

ITEMS SOLD 2

TC# 6877 8551 2295 3320 2999 70



Protect your TV or Computer.

Purchase a Product Care Plan today!

06/12/06

16:46:49

EXHIBIT 2

CUSTOMER INFORMATION

Name: MARY JO MEHOLICK
 Account Number: 0833006065
 Home Phone #: (814)375-7126

PROPERTY ADDRESS

RD 2 BOX 29
 DUBOIS PA 16801

GMAC Mortgage

Visit us at www.gmacmortgage.com for
 account information or to apply on-line.

10361 01/10/06 10:00 000365 00000000 1007102 04000 1 02 004 10071020000 146316 CM

#BWNHJRY
 #KH09564J03869#

|||||

MARY JO MEHOLICK
 100 E WASHINGTON AVE
 DUBOIS PA 16801-2055



For information about your existing account,
 please call: (800) 766-4622.

For information about refinancing or obtaining
 a new loan, please call:
 Nationwide, 24 hours (800) 753-4622
 Or to find a branch near you (800) 886-4622

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number 0833006065
 Current Statement Date August 01, 2006
 Maturity Date August 15, 2030
 Interest Rate 14.99000
 Current Principal Balance* \$27,073.54
 Current Escrow Balance \$0.00
 Interest Paid Year-to-Date \$0.00
 Taxes Paid Year-to-Date \$0.00

Details of Amount Due/Paid

Principal and Interest \$348.10
 Subsidy/Buydown \$0.00
 Escrow \$0.00
 Amount Past Due \$348.10
 Outstanding Late Charges \$0.00
 Other \$4,501.87
 Total Amount Due \$5,198.07
 Account Due Date July 15, 2006

For Customer Care inquiries call: 1-800-766-4622
 For Insurance inquiries call: 1-800-256-9962
 For Payment Arrangements call: 1-800-850-4622

Account Activity Since Last Statement

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Fee Paid	06/15/06	07/31/06	\$72.08-						\$72.08-
Fee Paid	06/15/06	07/31/06	\$4,429.79-						\$4,429.79-

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the
 Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week).
 See back for automatic payment sign-up information and other payment options.

Important News

This is a reminder that we have not received your current payment and a late charge has been
 assessed to your account. Please contact us at 800-850-4622 to make payment arrangements.

At this time you have an outstanding late charge balance of \$0.00.
 Please remit this amount with your payment for a total amount due of \$5,198.07.

See Reverse Side For Important Information

Mail This Portion With Your Payment

Account Number	Due Date	Mortgage Payment	Total Amt. Due	Amount Due With Late Fee If Received 10 Days AFTER Due Date
0833006065	07/15/06	\$348.10	\$5,198.07	\$348.10

MARY JO MEHOLICK

Check below if you need ☐ Please assist GMAC Mortgage ☐

GMAC
 Mortgage

EXHIBIT 3

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

11/08/06

MARY JO MEHOLICK

100 E WASHINGTON AVE
DUBOIS PA 15801-2055

RE: Account Number 0833006065
 Property Address RD 2 BOX 29
 DUBOIS PA 15801-0000

Dear MARY JO MEHOLICK

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

Enclosed please find two money orders totaling \$348.00. These funds do not represent the full
amount due to reinstate your account at this time.

Your account has been transferred to our attorney to begin foreclosure proceedings. Additional
fees and costs have incurred. If it is your intent to reinstate your account in full, please contact
the attorney below for the reinstatement amounts. Only the correct amount in the form of
certified funds will be acceptable.


Goldbeck McCafferty & McKeever
Suite 5000 701 Market St
Philadelphia PA 19106
999-999-9999

If you cannot afford to reinstate your mortgage, there may be alternatives available to help you
avoid foreclosure. Contact the Loss Mitigation Department at GMAC Mortgage immediately
at 800-850-4622 to discuss these options.

Foreclosure Department
Loan Servicing

7:53

THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT AMOUNT BOX AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

MoneyGram  **INTERNATIONAL MONEY ORDER**

Money Orders

49044176060

#083300606

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE **GMAC Mortgage**

IMPORTANT - SEE BACK BEFORE CASHING

Paul Bernhardt

PURCHASER SIGNER FOR DRAWER / COMPRADOR FIRMA DEL LIBRADOR

ADDRESS / DIRECCION: **2022 Oak St 155**

Payable through: **CITIZENS State Bank**

City: **Clark City, MN**

ISSUER/DRAWER: **MONEYGRAM PAYMENT SYSTEMS INC**

TO AUTHENTICATE RUB CIRCLE / PARA AUTENTICAR RESTREGAR EL CIRCULO


AMOUNT IN NUMERALS: **THREE HUNDRED**

AMOUNT IN WORDS: **THREE HUNDRED**

75-1618 919

⑆091916187⑆490 44176060⑈ 90

THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT AMOUNT BOX AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

MoneyGram  **INTERNATIONAL MONEY ORDER**

Money Orders

48261977995

#083300606

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE **GMAC Mortgage**

IMPORTANT - SEE BACK BEFORE CASHING

Paul Bernhardt

PURCHASER SIGNER FOR DRAWER / COMPRADOR FIRMA DEL LIBRADOR

ADDRESS / DIRECCION: **2022 Oak St 155**

Payable through: **CITIZENS State Bank**

City: **Clark City, MN**

ISSUER/DRAWER: **MONEYGRAM PAYMENT SYSTEMS INC**

TO AUTHENTICATE RUB CIRCLE / PARA AUTENTICAR RESTREGAR EL CIRCULO

AMOUNT IN NUMERALS: **THREE HUNDRED**

AMOUNT IN WORDS: **THREE HUNDRED**

75-1618 919

⑆091916187⑆482 61977995⑈ 90

VERIFICATION

I, Joseph E. Bernardo, verify that the statements in the foregoing Answer and new matter are true and correct. I understand that false statements that are made herein are made subject to penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

6/22/07
Date

Joseph E. Bernardo
Joseph E. Bernardo

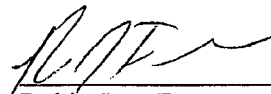
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JPMORGAN CHASE BANK,N.A.	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LAON	:
TRUST 2006-1, ASSET BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: No.06-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 22nd day of June, 2007 I
served a copy of the Answer and New Matter filed in that above captioned matter to the
following individual by first class mail, postage prepaid:

Joseph A. Goldberg, Jr.
GOLDBERG, MCCAFFERTY & MCKEEVER
Suite 5000-Melon Independence Center
701 Market Street
Philadelphia, PA 19106



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

EXHIBIT "B"

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

JP MORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1,
ASSET BACKED CERTIFICATES,
SERIES 2006-1,

Plaintiff

vs.

JOSEPH E. BERNARDO
MARY JO MEHOLICK

Defendants

NO. 06-210³~~8~~-CD

ORDER

NOW, this 12th day of September, 2007, following argument on the Plaintiff's Preliminary Objections to Defendant Bernardo's Defenses Four and Five, it is the ORDER of this Court as follows:

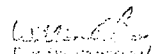
1. The Counterclaim set forth under Defense Four, paragraphs 28 and 29 of the Defendant's New Matter, is not authorized under the federal statute, 15 U.S.C. §§1692, *et seq.* Accordingly, the Defense/Counterclaim as set forth within the said numbered paragraphs is hereby dismissed;
2. The Preliminary Objections to Defense Five, being paragraphs 30 and 31 of the Defendant's New Matter, are hereby dismissed. The Defendants are entitled to an opportunity to attempt to prove fraudulent conduct pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-1 *et seq.*
3. In all other regards the Plaintiff's Preliminary Objections are hereby dismissed.

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

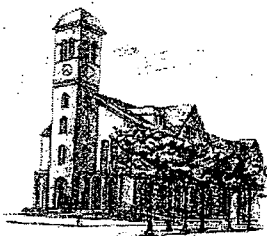
BY THE COURT,
/s/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

Attest.


Clerk of Courts

SEP 12 2007



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 9/12/07

_____ You are responsible for serving all appropriate parties.

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

_____ Plaintiff(s) X Plaintiff(s) Attorney _____ Other

_____ Defendant(s) X Defendant(s) Attorney

_____ Special Instructions:

GOLDBECK McCAFFERTY & McKEEVER

LISA A. LEE, ESQUIRE.

Attorney I.D.#78020

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR
TRUMAN CAPITAL MORTGAGE LOAN TRUST
2006-1, ASSET BACKED CERTIFICATES, SERIES
2006-1

3451 Hammond Avenue

Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E BERNARDO and

MARY JO MEHOLICK

RD 2 BOX 29, a/k/a RR 8 BOX 29

Dubois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY


No. 06-2103-CD

VERIFICATION

Lisa A. Lee, Esquire, hereby states that she is the attorney for Plaintiff herein, and that all of the facts set forth within the attached Motion for Reconsideration are true and correct to the best of her knowledge, information and belief.

The undersigned understands that the foregoing statements are made subject to the penalties of 18

P.S. Section 4904.


GOLDBECK McCAFFERTY McKEEVER
By: Lisa A. Lee, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

LISA A. LEE, ESQUIRE.

Attorney I.D.#78020

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO
MARY JO MEHOLICK
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS

of Clearfield County

No. 06-2103-CD

CERTIFICATE OF SERVICE

I, Lisa A. Lee, Esquire, attorney for Plaintiff herein, does hereby certify that a true and correct copy of the Plaintiff's Motion for Reconsideration was were served upon the following on the date listed below:

Robin Jean Foor, Esquire
MidPenn Legal Services
211 East Locust Street
Clearfield, PA 16830

David P. King, Esquire
P.O. Box 1016
223 Beaver Drive
DuBois, PA 15801

GOLDBECK McCAFFERTY McKEEVER



By: Lisa A. Lee, Esquire
Attorney for Plaintiff

Date: 9 day of October, 2007.

GOLDBECK McCAFFERTY & McKEEVER

Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. # 78020

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners

RD 2 BOX 29, a/k/a RR 8 BOX 29

Dubois, PA 15801

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

No. 06-2103-CD

FILED *ice Atty*
m/11:55 am
OCT 25 2007

William A. Shaw
Prothonotary/Clerk of Courts

PLAINTIFF'S REPLY TO DEFENDANTS' NEW MATTER

Plaintiff, by and through its undersigned counsel, hereby responds to Defendants' New

Matter as follows:

DEFENSE FIVE – UDAP CLAIM

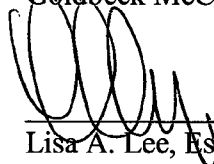
30. Plaintiff incorporates by reference paragraphs one (1) through eight (8) of its Complaint and paragraphs nine (9) through twenty (29) of its Reply to New Matter filed on July 13, 2007.

31(a and b). Denied. The averments contained within paragraph thirty-one (31) (a) and (b) are conclusions of law to which no response is necessary. Defendants have merely plead the available defenses without alleging any facts to support same. Defendants have failed to allege any elements of fraud against Plaintiff which would give rise to a cause of action under the Pennsylvania Unfair Trade Practices and Consumer Protection Law.

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

Respectfully submitted,

Goldbeck McCafferty & McKeever

A handwritten signature in black ink, appearing to be 'Lisa A. Lee', written over a horizontal line.

Lisa A. Lee, Esquire
Attorney for Plaintiff

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Lisa A. Lee, Esquire

Attorney I.D. # 78020

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

JPMORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1, ASSET
BACKED CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

vs.

JOSEPH E BERNARDO and MARY JO
MEHOLICK

Mortgagors and Record Owners

RD 2 BOX 29, a/k/a RR 8 BOX 29

Dubois, PA 15801

IN THE COURT OF COMMON PLEAS
OF Clearfield COUNTY

No. 06-2103-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Reply to Defendants' New
Matter was sent by first class mail, postage pre-paid, upon the following on the date listed below:

ATTORNEY FOR JOSEPH E. BERNARDO ONLY

Robin Jean Foor, Esquire

MidPenn Legal Services

211 East Locust Street

Clearfield, PA 16830

ATTORNEY FOR MARY JO MEHOLICK ONLY

David P. King, Esquire

P.O. Box 1016

223 Beaver Drive

DuBois, PA 15801

GOLDBECK McCAFFERTY & McKEEVER

Date: 10/23/07

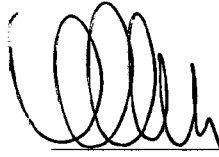


Lisa A. Lee, Esquire
Attorney for Plaintiff

VERIFICATION

LISA A. LEE, ESQUIRE hereby states that she is the attorney for Plaintiff herein, and that all of the facts set forth in the attached Plaintiff's Reply to Defendants' New Matter are true and correct to the best of her knowledge, information and belief.

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

A handwritten signature in black ink, consisting of several loops and a trailing flourish, positioned above a horizontal line.

Lisa A. Lee, Esquire
Attorney for Plaintiff

CA

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

JPMorgan Chase Bank, N.A. as
Trustee for Truman Capital Mortgage
Loan Trust 2006-1, Asset Backed
Certificates, Series 2006-1
Plaintiff

vs.

Joseph E. Bernardo and
Mary Jo Meholick,
Defendants

*
*
*
*
*
* NO.: 06-2103-CD
*
* Type of Case: Mortgage Foreclosure
*
* Type of Pleading: Petition to Withdraw
* Appearance
*
*
* Filed on Behalf of: Joseph E. Bernardo
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16830
* (814)765-9646

5 FILED 4cc
03:00 PM Atty Foor
MAY 16 2011
William A. Shaeffer
Prothonotary/Clerk of Courts

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

JP MORGAN CHASE BANK,N.A	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LOAN	:
TRUST 2006-1, ASSETS BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: NO. 2006-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

PETITION TO WITHDRAW APPEARANCE

Your petitioners, Robin Jean Foor, Esquire, and MidPenn Legal Services, request the Court leave to withdraw their appearance on behalf of Joseph Bernardo and allege as follows:

1. Defendant, Joseph Bernardo retained petitioners in December 2005 to represent him in a mortgage foreclosure action.
2. Petitioners did represent Mr. Bernardo. The original foreclosure action was settled.
3. Shortly thereafter a second mortgage foreclosure action, the above captioned matter was filed against Mr. Bernardo.
4. Petitioners did file an answer on behalf of Mr. Bernardo and raise defenses to that action.
5. There have been on-going settlement negotiations.
6. After missing a scheduled appointment to work on the settlement issues in October 2010, defendant did not respond to letters and phone calls to reschedule

7. In January 2011, Mr. Bernardo informed petitioners that his circumstances had changed he could not meet the settlement conditions discussed in July.

9. Mr. Bernardo did not appear for scheduled appointments on February 3, 8 and 15, 2011.

10. He has not responded letters sent on February 15 and March 24, 2011.

11. He has not responded to phone calls including one on March 28, 2011.

12. Mr. Bernardo has initiated no contact with petitioners since January 2011.

12. It is impossible for petitioners to represent Mr. Bernardo, without regular contact with us.

WHEREFORE, petitioners request leave to withdraw their appearance on behalf of Defendant, Joseph Bernardo.



Robin Jean Foor
MIDPENN LEGAL SERVICES
211 East Locust Street
Clearfield, PA 16830
(814)765-9646

6A

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

JP MORGAN CHASE BANK, N.A. :
AS TRUSTEE FOR TRUMAN :
CAPITAL MORTGAGE LOAN :
TRUST 2006-1, ASSETS BACKED :
CERTIFICATES, SERIES 2006-1 :
Plaintiff :

vs. :

NO. 2006-2103-CD

JOSEPH E. BERNARDO :
MARY JO MEHOLICK, :
Defendants :

ORDER

AND NOW, this 17 day of MAY, 2011, upon consideration of the Petition of Robin Jean Foor, Esquire and MidPenn Legal Services, A Rule is issued on Joseph E. Bernardo to show cause why the petitioners should not be permitted to withdraw their appearance on her behalf. Rule returnable on 22nd day of JUNE, 2011 at 11:00 AM o'clock in Courtroom # 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

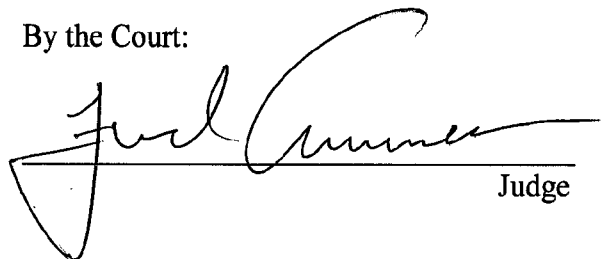
NOTICE

A petition or motion has been filed against you in Court. If you wish to defend against the claims set forth in the following pages, you must take action on or before JUNE 21, 2011 by entering a written appearance personally or by attorney and appearing before the Court with your defenses or objections to the matter set forth against you. You are warned that if you fail to do so the case may proceed without you and an order may be entered against you by the Court without further notice for the relief requested by the petitioner or movant. You may lose rights important to you.

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

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814)765-2641

By the Court:


Judge

FILED 400
03:40 PM
MAY 18 2011
Atty Foor
William A. Shatz
Prothonotary/Clerk of Courts

FILED

MAY 18 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE 5/18/11

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

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

JPMorgan Chase Bank, N.A. as
Trustee for Truman Capital Mortgage
Loan Trust 2006-1, Asset Backed
Certificates, Series 2006-1
Plaintiff

vs.

Joseph E. Bernardo and
Mary Jo Meholick,
Defendants

*
*
*
*
*
* NO.: 06-2103-CD
*
* Type of Case: Mortgage Foreclosure
*
* Type of Pleading: Certificate of
* Service
*
*
* Filed on Behalf of: Joseph E. Bernardo
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16830
* (814)765-9646

FILED ICC ALH
01 11:42 AM
MAY 23 2011
FOOR

William A. Shaw
Prothonotary/Clerk of Courts

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

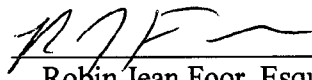
JP MORGAN CHASE BANK,N.A :
AS TRUSTEE FOR TRUMAN :
CAPITAL MORTGAGE LOAN :
TRUST 2006-1, ASSETS BACKED :
CERTIFICATES, SERIES 2006-1 :
Plaintiff :
vs. : NO. 2006-2103-CD
JOSEPH E. BERNARDO :
MARY JO MEHOLICK, :
Defendants :

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 19th day of May, 2011, I served a true and accurate copy of the MidPenn's Petition to Withdraw Appearance filed in that above-captioned matter to the following individuals by first class mail, postage prepaid:

Lisa Lee, Esquire
Goldbeck, McCafferty & McKeever
Suite 5000 Melon Independence Center
791 Market Street
Philadelphia, PA 19106-1532

Joseph Bernardo
2072 Old Route 253
DuBois, PA 15801



Robin Jean Foor, Esquire
Supreme Ct. ID 41520

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

JP MORGAN CHASE BANK, N.A. :
AS TRUSTEE FOR TRUMAN :
CAPITAL MORTGAGE LOAN :
TRUST 2006-1, ASSETS BACKED :
CERTIFICATES, SERIES 2006-1 :
Plaintiff :

vs. :

JOSEPH E. BERNARDO :
MARY JO MEHOLICK, :
Defendants :

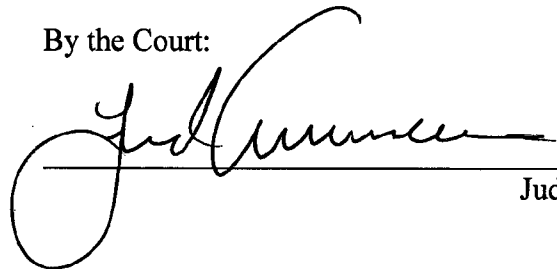
ORDER

FILED 3CC Atty
01 11:10am Four
JUN 22 2011 (will serve)
William A. Shaw
Prothonotary/Clerk of Courts

AND NOW, this 22 day of June, 2011, upon

consideration of the Petition of Robin Jean Foor, Esquire and MidPenn Legal Services, it
is ORDERED that Petitioners may withdraw their appearance on behalf of Joseph
Bernardo.

By the Court:


Judge


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

JP MORGAN CHASE BANK,N.A :
AS TRUSTEE FOR TRUMAN :
CAPITAL MORTGAGE LOAN :
TRUST 2006-1, ASSETS BACKED :
CERTIFICATES, SERIES 2006-1 :
Plaintiff :
vs. : NO. 2006-2103-CD
JOSEPH E. BERNARDO :
MARY JO MEHOLICK, :
Defendants :

PRAECIPE FOR TO WITHDRAW APPEARANCE


To the Prothonotary:

Please withdraw the appearance Robin Jean Foor, and MidPenn Legal Services on
behalf of Joseph E. Bernardo in accordance with the Court's order of June 22, 2011.


Robin Jean Foor, Esquire PA ID #41520
MIDPENN LEGAL SERVICES
211 East Locust Street
Clearfield, PA 16830
(814)765-9646

FILED

§ JUN 22 2011

William A. Shaw
Prothonotary/Clerk of Courts 

GOLDBECK McCAFFERTY & McKEEVER

LISA A. LEE, ESQUIRE.

Attorney I.D.#78020

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

JPMORGAN CHASE BANK, N.A. AS TRUSTEE
FOR TRUMAN CAPITAL MORTGAGE LOAN
TRUST 2006-1, ASSET BACKED
CERTIFICATES, SERIES 2006-1
3451 Hammond Avenue
Waterloo, IA 50702

Plaintiff

vs.

JOSEPH E BERNARDO and
MARY JO MEHOLICK
RD 2 BOX 29, a/k/a RR 8 BOX 29
Dubois, PA 15801

Defendants

RECEIVED

OCT 10 2007

Court Administrator's
Office

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

Docket No. 06-2103-CD

PLAINTIFF'S BRIEF IN SUPPORT OF ITS
MOTION FOR RECONSIDERATION

Plaintiff commenced a mortgage foreclosure action against the premises RD 2 BOX 29, a/k/a RR 8 BOX 29 Dubois, PA 15801, ("the property"), by way of filing a Complaint in Mortgage Foreclosure on December 19, 2006. This is a straight-forward mortgage foreclosure action filed by Plaintiff by reason of Defendant's failure to make monthly mortgage payments due for the months of July 15, 2006 and each month thereafter.

Defendant filed an Answer with New Matter in these proceedings on June 22, 2007. Defendant's pleading contained two "Defenses" (namely "Defenses" Four and Five that are Plaintiff submits are in the nature of counterclaims, as they seek affirmative relief against Plaintiff. A true and correct copy of Defendant's Answer and New Matter is attached hereto as Exhibit "A".

Plaintiff filed a Reply to Defendant's New Matter and Preliminary Objections to Defendant Bernardo's New Matter, Defenses Four and Five on July 13, 2007. This Honorable Court issued an Order on September 12, 2007 that dismissed Defense Four, paragraphs 28 and 29 of the Defendant's New Matter, but dismissed Plaintiff's preliminary objections to Defense Five, paragraphs 30 and 31 of Defendant's New Matter. A true and correct copy of the Court's Order of September 12, 2007 is attached hereto as Exhibit "B".

Plaintiff respectfully submits that both Defenses Four and Five must be dismissed as they are both impermissible counterclaims for the same reason. The grounds for this assertion are:

- a. Pennsylvania Rule of Civil Procedure 1028(a)(4) provides that Preliminary Objections may be filed by any party to any pleading on the basis that the pleading is legally insufficient.
- b. The factual allegations pled in support of Defendant's Defense Five all revolve around alleged conduct of Plaintiff that occurred in June and July, 2006, over six (6) years after the mortgage was made.
- c. Because the factual allegations pled in support of Defendant's Defense Five do not relate to the creation of the mortgage, the Defense is an impermissible counterclaim pursuant to Pa. R.C.P. 1148, is not legally cognizable in an action in mortgage foreclosure, and is therefore subject to demurrer.
- d. The factual basis for the counterclaims is what makes them impermissible under Rule 1148, not the legal causes of action.
- e. Because of this, Plaintiff respectfully submits that both Defense Four and Five should have been dismissed in this Court's September 12, 2007 Order, rather than just Defense Four.

The alleged facts recited in support of Defendant's Defense Five concern Plaintiff's alleged failure to credit the account with payments. The facts alleged all revolve around the time period from June, 2006 to the present, which is approximately six (6) years after the origination of the subject mortgage loan.

The Defense/Counterclaim fails to conform to law or rule of court. Rule 1148 of the Pennsylvania Rules of Civil Procedure provides in pertinent part that in an action in mortgage foreclosure "a defendant may plead a counterclaim which arises from the same transaction or occurrence or series of transactions or occurrences from which the plaintiff's cause of action arose". The alleged facts recited in Defendant's pleading concerning Plaintiff's alleged failure to credit the account with payments, is not part of or incident to the creation of the mortgage. See Overly v. Kass, 382 Pa. Super. 108, 554 A.2d 970 (1989); Chrysler First Business Corp. v. Gourniak, 411 Pa. Super. 259, 601 A.2d 338 (1992); Mellon Bank v. Joseph, 267 Pa. Super. 307, 406 A.2d 1055 (1979). As a result, Defendant's Defense Five fails to conform with the requirements of Pa. R.C.P. 1148 and must be stricken pursuant to Pa. R.C.P. 1028(a)(2) and/or Pa. R.C.P. 1028(a)(4).

Rule 1148 has been interpreted as permitting only those counterclaims that are part of or incident to the creation of the mortgage itself. In Mellon Bank, N.A. v. Joseph, 267 Pa. Super. 307, 406 A.2d 1055 (1979), the Superior Court affirmed the trial court's order striking a counterclaim in an action in mortgage foreclosure because the allegations in the counterclaim "were not part of, or incident to, the creation of the mortgage itself." See also, Signal Discount Co. v. Babuscio, 257 Pa. Super. 101, 390 A.2d 266 (1978).

In this case, all allegations of wrongdoing by Plaintiff supposedly occurred in connection with the servicing and collection of payments after the loan was originated and after the account

became delinquent. Whether or not any of the allegations can be substantiated is not at issue, but rather, whether or not such alleged wrongful conduct is part of or incident to the creation of the mortgage instrument itself. Clearly it is not. Defendant's allegations had nothing to do with the execution and delivery of the mortgage instrument. Since the facts alleged in Defendant's pleading do not arise from the creation of the mortgage instrument, Defendant's Defense Five is legally insufficient pursuant to Pa. R.C.P. 1028(a)(4) and must therefore be dismissed.

For all the foregoing reasons, Plaintiff respectfully requests that this Honorable Court reconsider its Order of September 12, 2007, sustain Plaintiff's Preliminary Objections to Defendant Bernardo's Defenses Four and Five, and strike paragraphs twenty-eight (28) through and thirty-one (31) of Defendants' New Matter.

Respectfully submitted,



GOLDBECK McCafferty McKeever

Lisa A. Lee, Esquire

Attorney for Plaintiff

EXHIBIT "A"

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

JPMorgan Chase Bank, N.A. as
Trustee for Truman Capital Mortgage
Loan Trust 2006-1, Asset Backed
Certificates, Series 2006-1
Plaintiff

vs.

Joseph E. Bernardo and
Mary Jo Meholick,
Defendants

*
*
*
*
*
* NO.: 06-2103-CD
*
* Type of Case: Mortgage Foreclosure
*
* Type of Pleading: Answer and New
* Matter
*
*
* Filed on Behalf of: Joseph E. Bernardo
*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire
*
* Supreme Court No.: 41520
*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16830
* (814)765-9646 .

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

JUN 22 2007

Attest.

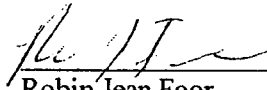
William B. Foor
Prothonotary/
Clerk of Courts

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

JPMORGAN CHASE BANK,N.A.	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LAON	:
TRUST 2006-1, ASSET BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: No.06-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

TO: JPMorgan Chase Bank

You are hereby notified to file a written response to the enclosed Answer and New Matter within twenty (20) days from service hereof or a judgment may be entered against you.



Robin Jean Foor
Attorney for Joseph E. Bernardo

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

JPMORGAN CHASE BANK,N.A.	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LAON	:
TRUST 2006-1, ASSET BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: No.06-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

ANSWER

Joseph E. Bernardo, by and through his attorneys, Robin Jean Foor, Esquire and
MidPenn Legal Services answers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. Defendant Joseph E. Bernardo did attempt to make a mortgage payment. However, said payment was refused as the attorney's fees and costs from the previous mortgage foreclosure (05-1877-CD) were listed as a miscellaneous fee in the statement and the regular mortgage payment was not accepted as full payment.
6. Denied. Specifically, the previous mortgage foreclosure was marked satisfied after Mr. Bernardo paid the amount demanded to cure the default and the plaintiff should not be permitted to collect those fees in this action. Strict proof of the other amounts is demanded.

7. No answer required.

8. Denied. Joseph E. Bernardo does not recall receiving the notices and strict proof is demanded. Further, the first notice is only addressed to Mary Jo Meholick and neither notice was sent to Mr. Bernardo's current address.

WHEREFORE, defendant, Joseph E. Bernardo, requests the Court to find in his favor and against the Plaintiff.

FIRST DEFENSE-SATISFACTION

9. This mortgage was the basis of a previous mortgage foreclosure action filed to 05-1877-CD.

10. Mr. Bernardo contacted Centex Home Equity and obtained the amount to cure the default in that action.

11. As a result of the information given to him by Centex, Mr. Bernardo wired four thousand, two hundred ninety-three dollars and sixty-seven cents (\$4,293.67) to Centex Home Equity on June 12, 2006. (A copy of the receipt is attached Exhibit 1.)

12. That action was marked satisfied by the prothonotary on July 10, 2006.

13. Following the conclusion of the previous mortgage foreclosure, the first statement from the mortgage company demanded the regular monthly payment and a fee listed as miscellaneous for four thousand three hundred ninety-three dollars and fifty cents (\$4,393.50). Defendant believes and therefore alleges this fee was for costs and attorney's fees from the previous mortgage foreclosure. (A Copy of the statement is attached as Exhibit 2.)

14. Defendant, Joseph Bernardo, did attempt to make a payment and sent money orders to the mortgage company which were returned to Mary Jo Meholick. A copy of

the money orders and the letter accompanying them when they were returned is attached as Exhibit 3.)

WHEREFORE, Defendant, Joseph Bernardo, requests that the court find that plaintiff is not entitled to the amounts from the previous mortgage foreclosure and that the mortgage is not in default and dismiss this action.

SECOND DEFENSE-ACT 6 OF 1974

15. The preceding paragraphs are incorporated herein.

16. Plaintiff is a residential mortgage lender within the meaning of Section 101 of Act 6 of 1974 41 P.S. section 101.

17. Compliance with Act 6 notice requirements is a legal prerequisite to this court acquiring jurisdiction over the subject matter of a mortgage foreclosure action involving an Act 6 mortgage.

18. Act 6 requires that a notice of intent to foreclose shall "clearly and conspicuously" set forth the nature of the default, the right of the debtor to cure, transfer or refinance the obligation and the requirements of curing the default, the time frame and method. 41 P.S. section 403(c).

19. The first Act 6 notice did not comply as it lists \$4501.50 under "other" (Default Expenses and Fees) and is not clear what those fees are.

20. That notice also did not comply with Act 6 as it was attempting to collect attorney's fees and costs that are not permissible under Act 6.

21. Plaintiff has not complied with 41 P.S. section 404 in that the amount to cure provided to defendant, Joseph Bernardo in June of 2006 was inaccurate.

22. Plaintiff did not comply 41 P.S. section 404(c), in that plaintiff did not restore defendant to the same position as if no default had occurred after quoting and accepting the four thousand, two hundred ninety-three dollars and sixty-seven cents (\$4,293.67) in satisfaction of the action filed to 05-1877-CD.

23. Plaintiff has not complied with 41 P.S. section 403, in that the notice was not mailed to Defendant, Joseph E. Bernardo at his last known address.

24. Notice conforming to 41 P.S. section 403 is required before plaintiff may accelerate the maturity of a residential mortgage obligation or commence action in mortgage foreclosure.

WHEREFORE, defendant, Joseph Bernardo, requests the Court to find that it does not have jurisdiction over this matter due to plaintiff's failure to comply with Act 6 of 1974.

DEFENSE THREE-ACT 91

25. The preceding paragraphs are incorporated herein.

26. Plaintiff has failed to comply with the notice requirements of Act 91(Pennsylvania's Homeowner's Emergency Mortgage Assistance Act), which are found at 35 P.S. 1680.401c(a).

27. Plaintiff has failed to provide any evidence that Defendant Joseph E. Bernardo received the notice required by Act 91. According to 35 P.S. 1680.403c(a), any mortgagee desiring to foreclose "shall send to mortgagor at his or her last known address the notice provided in subsection (b)." The first notice was apparently only sent to Mary Jo Meholick. The second notice was sent to a previous address for the property. That address has been changed due to the 911 requirements. Plaintiff has the correct current

address as it lists that address as Mr. Bernardo's address in paragraph 2 of the complaint. Further, Defendant, Joseph E. Bernardo avers that he did not receive an Act 91 notice of the availability of assistance from the Pennsylvania Homeowner's Emergency Assistance Program.

WHEREFORE, defendant, Joseph Bernardo, requests the Court to find that it does not have jurisdiction over this matter due to plaintiff's failure to comply with Act 91.

DEFENSE FOUR- FAIR DEBT COLLECTIONS PRACTICES ACT

28. The preceding paragraphs are incorporated herein.

29. Plaintiff violated the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. sections 1692 et seq. by:

a. Falsely representing the character, amount, legal status of the debt, 15 U.S.C. sec. 1692e (2) on the Act 6 and Act 91 notices it sent to Defendant;

b. Unfairly or unconscionably attempting to collect an amount not expressly authorized by the agreement created by the debt or permitted by law, 15 U.S.C. sec. 1692f(1).

WHEREFORE, defendant, Joseph Bernardo requests a judgment for any actual damages and statutory damages up to \$1000.

DEFENSE FIVE-UDAP CLAIM

30. The preceding paragraphs are incorporated herein.

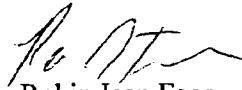
31. Plaintiff's conduct constitutes an "unfair or deceptive practice" within the meaning of Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. section 201-1 et seq. in that:

a. Plaintiff misrepresented to Defendant, the character, extent or amount of the debt or its status in a legal proceeding, 73 P.S. sec. 201-3.1; 37 Pa.Code sec. 303.3;

b. Plaintiff engaged in fraudulent or deceptive conduct which created a likelihood of confusion or misunderstanding, 73 P.S. sec. 201-2(xxi).

WHEREFORE, defendant, Joseph Bernardo requests treble damages, costs and other appropriate relief. 73 P.S. sec. 201-9.2.

Respectfully Submitted,



Robin Jean Foor
Attorney for Joseph E. Bernardo
PA ID # 41520
MidPenn Legal Services
211 East Locust Street
Clearfield, PA 16830

EXHIBIT 1

Envíale un pago por
MoneyGram® ExpressPayment

MoneyGram
ExpressPayment

SEVE CODE (REQUIRED)
CÓDIGO DE RECIBO (REQUERIDO): 1618

FOR AGENT USE / PARA USO DEL AGENTE

TO:
A:

(minimum 4 digits / mínimo 4 dígitos)
MAK SURE YOUR RECEIPT CODE IS CORRECT IN THE ULTIMATE PAYMENT IF YOU PROVIDE THE WRONG COMPANY NAME OR ADDRESS BELOW.
SEA CIERTO QUE SU CÓDIGO DE RECIBO ES CORRECTO EN EL CASO QUE PROPORCIONES EL NOMBRE Y LA DIRECCIÓN DE LA COMPAÑÍA EQUIVOCADO O INCORRECTO, EN LA ÚLTIMA INSTANCIA EL CÓDIGO DE RECIBO DETERMINA SU PAGAMENTO A LA COMPAÑÍA INCORRECTA.
Centex Home Equity
Company / Compañía
Dallas Texas
City / Ciudad State / Estado
(optional / opcional) (optional / opcional)

COUNT NUMBER TO WHICH PAYMENT SHOULD BE APPLIED OR DESIGNATED RECIPIENT
NÚMERO DE CUENTA A LA CUAL EL PAGO DEBE SER APLICADO O EL DESTINATARIO DESIGNADO:
0243504138

AMOUNT:
CANTIDAD DE DÓLARES:

SENDER'S NAME:
PERSONA QUE ENVÍA:

(Do not include dashes or spaces / No incluya espacios o guiones)
Agent must complete the reverse side of this form for transactions of \$500.00 or more.
El Agente debe completar el otro lado de este documento para transacciones de \$500.00 o más.
Josephin E. Bernardo
First Name / Primer Nombre Middle Initial / Inicial Last Name / Apellido(s)
5072 Old 255 Road
Street / Calle
Dallas TX 75201 843-1104
City / Ciudad State / Estado Zip / C.P. Home Phone / Teléfono
Jose Bernardo 6-12-06
Sender's Signature / Firma de la persona que envía Date / Fecha

AGE:
AJE:

ATION:
CIÓN:

OTHER COPY
OTRA COPIA DEL CLIENTE

© 2004 MoneyGram Payment Systems, Inc. All rights reserved.
© 2004 MoneyGram Payment Systems, Inc. Todos los derechos reservados.

www.moneygram.com

Reference Number / Número de Referencia

33429474

\$ 4293.67

Dollar Amount / Cantidad de Dólares

\$ 8.50

Consumer Fee / Cargos

\$ 4302.17

Total Collected / Total Cobrado

Agent Employee Name
Nombre del Empleado del Agente

MoneyGram Operator #
Número del Operador de MoneyGram

WAL-MART
ALWAYS LOW PRICES.

Always.

WE SELL FOR LESS
MANAGER PETER BROWN
(814) 376-8000
ST# 1769 DP# 00001855 TE# 91 TR# 00682
MONEYGRAM 068113163352 4,293.67 0
MONEYGRAMFEE 068113163353 8.50 0
SUBTOTAL 4,302.17
TOTAL 4,302.17
CASH TEND 4,302.17
CHANGE DUE 0.00

ITEMS SOLD 2

TC# 6877 8551 2295 3320 2999 70



Protect your TV or Computer.
Purchase a Product Care Plan today!
06/12/06 16:46:49

EXHIBIT 2

CUSTOMER INFORMATION

Name: MARY JO MEHOLICK
 Account Number: 0833006065
 Home Phone #: (814)375-7126

PROPERTY ADDRESS

RD 2 BOX 29
 DUBOIS PA 15801

GMAC Mortgage

Visit us at www.gmacmortgage.com for
 account information or to apply on-line.

89301 01/10/06 10:00 0005261 20040004 F0073107 04820 1 02 DOM F007310004 146316 CM

#BMNHJPV
 #KN09564J03869#



MARY JO MEHOLICK
 100 E WASHINGTON AVE
 DUBOIS PA 15801-2055



For information about your existing account,
 please call: (800) 766-4622.

For information about refinancing or obtaining
 a new loan, please call:
 Nationwide, 24 hours (800) 753-4622
 Or to find a branch near you (800) 886-4622

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number 0833006065
 Current Statement Date August 01, 2006
 Maturity Date August 15, 2030
 Interest Rate 14.99000
 Current Principal Balance* \$27,073.54
 Current Escrow Balance \$0.00
 Interest Paid Year-to-Date \$0.00
 Taxes Paid Year-to-Date \$0.00

Details of Amount Due/Paid

Principal and Interest \$348.10
 Subsidy/Buydown \$0.00
 Escrow \$0.00
 Amount Past Due \$348.10
 Outstanding Late Charges \$0.00
 Other \$4,501.87
 Total Amount Due \$5,198.07
 Account Due Date July 15, 2006

For Customer Care inquiries call: 1-800-766-4622
 For Insurance inquiries call: 1-800-256-9962
 For Payment Arrangements call: 1-800-850-4622

Account Activity Since Last Statement

Description	Due Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Fee Paid	06/15/06	07/31/06	\$72.08						\$72.08
Fee Paid	06/15/06	07/31/06	\$4,429.79						\$4,429.79

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the
 Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week).
 See back for automatic payment sign-up information and other payment options.

Important News

This is a reminder that we have not received your current payment and a late charge has been
 assessed to your account. Please contact us at 800-850-4622 to make payment arrangements.

At this time you have an outstanding late charge balance of \$0.00.
 Please remit this amount with your payment for a total amount due of \$5,198.07.

See Reverse Side For Important Information

Mail This Portion With Your Payment

Account Number	Due Date	Mortgage Payment	Total Amt. Due	Amount Due With Late Fee If Received 10 Days AFTER Due Date
0833006065	07/15/06	\$348.10	\$5,198.07	\$348.10

MARY JO MEHOLICK

Check below if you need ☐ Please assist GMAC Mortgage ☐

GMAC
 Mortgage

EXHIBIT 3

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

11/08/06

MARY JO MEHOLICK

100 E WASHINGTON AVE
DUBOIS PA 15801-2055

RE: Account Number 0833006065
 Property Address RD 2 BOX 29
 DUBOIS PA 15801-0000

Dear MARY JO MEHOLICK

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

Enclosed please find two money orders totaling \$348.00. These funds do not represent the full
amount due to reinstate your account at this time.

Your account has been transferred to our attorney to begin foreclosure proceedings. Additional
fees and costs have incurred. If it is your intent to reinstate your account in full, please contact
the attorney below for the reinstatement amounts. Only the correct amount in the form of
certified funds will be acceptable.


Goldbeck McCafferty & McKeever
Suite 5000 701 Market St
Philadelphia PA 19106
999-999-9999

If you cannot afford to reinstate your mortgage, there may be alternatives available to help you
avoid foreclosure. Contact the Loss Mitigation Department at GMAC Mortgage immediately
at 800-850-4622 to discuss these options.

Foreclosure Department
Loan Servicing

7:53

THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT AMOUNT BOX AND THERMOCHROMIC ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

MoneyGram  **INTERNATIONAL MONEY ORDER**
Money Orders

75-1618 919

49044176060

0833006065

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE **GMAC Mortgage**

IMPORTANT - SEE BACK BEFORE CASHING

Paul Bernward

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR
 PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS / DIRECCION **2672 Old 155 Road, Duluth, MN 55812**

Payable Through
 Citizens State Bank
 of Clara City, MN

ISSUER/DRAWER
 MONEYGRAM PAYMENT SYSTEMS, INC.


AMOUNT IN DIGITS
 300.00

AMOUNT IN WORDS
 THREE HUNDRED DOLLARS AND NO CENTS

TO AUTHENTICATE THIS CIRCLE / PARA AUTENTICAR, PESTIGAR EL CÍRCULO

⑈091916187⑈490 44176060⑈ 90

THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT AMOUNT BOX AND THERMOCHROMIC ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

MoneyGram  **INTERNATIONAL MONEY ORDER**
Money Orders

75-1618 919

48261977995

0833006065

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE **GMAC Mortgage**

IMPORTANT - SEE BACK BEFORE CASHING

Paul Bernward

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR
 PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

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ISSUER/DRAWER
 MONEYGRAM PAYMENT SYSTEMS, INC.

AMOUNT IN DIGITS
 300.00

AMOUNT IN WORDS
 THREE HUNDRED DOLLARS AND NO CENTS

TO AUTHENTICATE THIS CIRCLE / PARA AUTENTICAR, PESTIGAR EL CÍRCULO

⑈091916187⑈482 61977995⑈ 90

VERIFICATION

I, Joseph E. Bernardo, verify that the statements in the foregoing Answer and new matter are true and correct. I understand that false statements that are made herein are made subject to penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

6/22/07
Date

Joseph E. Bernardo
Joseph E. Bernardo

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

JPMORGAN CHASE BANK,N.A.	:
AS TRUSTEE FOR TRUMAN	:
CAPITAL MORTGAGE LAON	:
TRUST 2006-1, ASSET BACKED	:
CERTIFICATES, SERIES 2006-1	:
Plaintiff	:
	:
vs.	: No.06-2103-CD
	:
JOSEPH E. BERNARDO	:
MARY JO MEHOLICK,	:
Defendants	:

CERTIFICATE OF SERVICE

I, Robin Jean Foor, Esquire, hereby certify that on the 22nd day of June, 2007 I
served a copy of the Answer and New Matter filed in that above captioned matter to the
following individual by first class mail, postage prepaid:

Joseph A. Goldberg, Jr.
GOLDBERG, MCCAFFERTY & MCKEEVER
Suite 5000-Melon Independence Center
701 Market Street
Philadelphia, PA 19106



Robin Jean Foor
PA ID # 41520
MidPenn Legal Services Inc.
211 East Locust Street
Clearfield, PA 16803
(814)765-9646

EXHIBIT "B"

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

JP MORGAN CHASE BANK, N.A. AS
TRUSTEE FOR TRUMAN CAPITAL
MORTGAGE LOAN TRUST 2006-1,
ASSET BACKED CERTIFICATES,
SERIES 2006-1,

Plaintiff

vs.

JOSEPH E. BERNARDO
MARY JO MEHOLICK

Defendants

NO. 06-210³-CD

ORDER

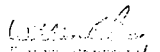
NOW, this 12th day of September, 2007, following argument on the Plaintiff's Preliminary Objections to Defendant Bernardo's Defenses Four and Five, it is the ORDER of this Court as follows:

1. The Counterclaim set forth under Defense Four, paragraphs 28 and 29 of the Defendant's New Matter, is not authorized under the federal statute, 15 U.S.C. §§1692, *et seq.* Accordingly, the Defense/Counterclaim as set forth within the said numbered paragraphs is hereby dismissed;
2. The Preliminary Objections to Defense Five, being paragraphs 30 and 31 of the Defendant's New Matter, are hereby dismissed. The Defendants are entitled to an opportunity to attempt to prove fraudulent conduct pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-1 *et seq.*
3. In all other regards the Plaintiff's Preliminary Objections are hereby dismissed.

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

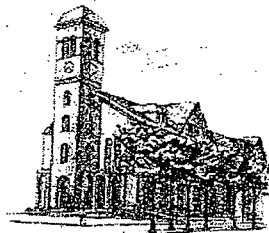
SEP 10 2007

Attest.


Patricia A. French
Clerk of Courts

BY THE COURT,
/s/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ www.clearfieldco.org

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 9/12/07

_____ You are responsible for serving all appropriate parties.

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

_____ Plaintiff(s) X Plaintiff(s) Attorney _____ Other

_____ Defendant(s) X Defendant(s) Attorney

_____ Special Instructions: