

07-99-CD
Bank of NY vs Robert Heller al

Bank of NY vs Robert Heller al
2007-99-CD

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee
2711 North Haskell, Suite 900
Dallas, TX 75204-2915
Plaintiff

v.

Robert M. Heller
Mary Ann Heller
1648 Turnpike Avenue
Clearfield, PA 16830
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 2007-99-CD

pd \$85.00
AN
M/11:25cm acc shlf
FILED
JAN 22 2007
SF

William A. Shaw
Prothonotary/Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE

David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

AVISO

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

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982**

NOTICE

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name and address of the original creditor if different from the current creditor.

If you notify us in writing within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.

**UDREN LAW OFFICES, P.C.
/s/ Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, NJ 08003-3620
(856) 669-5400**

1. Plaintiff is the Corporation designated as such in the caption on a preceding page. If Plaintiff is an assignee then it is such by virtue of the following recorded assignments:

Assignor: Mortgage Electronic Registration Systems, Inc.

Assignments of Record to: The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. as Trustee

Recording Date: LODGED FOR RECORDING

2. Defendant(s) is the individual designated as such on the caption on a preceding page, whose last known address is as set forth in the caption, and unless designated otherwise, is the real owner(s) and mortgagor(s) of the premises being foreclosed.

3. On or about the date appearing on the Mortgage hereinafter described, at the instance and request of Defendant(s), Plaintiff (or its predecessor, hereinafter called Plaintiff) loaned to the Defendant(s) the sum appearing on said Mortgage, which Mortgage was executed and delivered to Plaintiff as security for the indebtedness. Said Mortgage is incorporated herein by reference in accordance with Pa.R.C.P. 1019 (g).

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 1648 Turnpike Avenue
MUNICIPALITY/TOWNSHIP/BOROUGH: Lawrence Township
COUNTY: Clearfield
DATE EXECUTED: 4/29/05
DATE RECORDED: 5/5/05 INSTRUMENT #: 2005-06625

The legal description of the mortgaged premises is attached hereto and made part hereof.

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

(a) by failing or refusing to pay the installments of

principal and interest when due in the amounts indicated below;

(b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 12/28/06:

Principal of debt due	\$76,948.82
Unpaid Interest at 6.875% from 7/1/06 to 12/28/06 (the per diem interest accruing on this debt is \$14.49 and that sum should be added each day after 12/28/06)	2,622.69
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$111.66 and that sum should be added on the first of each month after 12/28/06)	0
Late Charges (monthly late charge of \$25.59 should be added in accordance with the terms of the note each month after 12/28/06)	127.95
Attorneys Fees (anticipated and actual to 5% of principal)	<u>3,847.44</u>
TOTAL	\$84,151.90

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date

appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$84,151.90 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
Attorney for Plaintiff
Attorney I.D. No. 04302

ALL those two certain pieces or parcels of land situate in the Township of Lawrence, County of Clearfield, State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at an iron post on the western side of Turnpike Avenue Extension at the corner of land formerly of Howard Ardery; thence west sixty-five (65) degrees South along the same one hundred eighty (180) feet, more or less, to an iron pin at the eastern side of a sixteen (16) foot alley (unopened); thence in a northerly direction in a line parallel with Turnpike Avenue Extension one hundred (100) feet to an iron pin; thence in an easterly direction along the line of land formerly of Ianara, now the second parcel herein, and on the line parallel with the southern line of the lot herein conveyed one hundred eighty (180) feet, more or less, to an iron pin on the western side of Turnpike Avenue Extension; thence in southerly direction along the line of Turnpike Avenue Extension one hundred (100) feet to place of beginning. Being a lot one hundred eighty (180) feet in depth fronting one hundred (100) feet on Turnpike Avenue Extension.

THE SECOND THEREOF: BEGINNING at an iron pin on western side of Turnpike Avenue Extension at the northeast corner of the first parcel herein; thence in a westerly direction along the line of the first parcel herein one hundred eighty (180) feet, more or less, to an iron post which marks the northwestern corner of the first parcel herein; thence in a northerly direction fifty (50) feet on line parallel with Turnpike Avenue Extension to an iron pin; thence in an easterly direction one hundred eighty (180) feet, more or less, to the iron pin at the western side of Turnpike Avenue Extension; thence in a southerly direction along the line of Turnpike Avenue Extension, aforesaid, fifty (50) feet to place of beginning.

BEING the same premises conveyed to County National Bank herein by Sheriff's deed dated April 25, 2003 and recorded at Clearfield County Instrument No. 200306723.

Also being identified by Clearfield County Tax Map No. 123-K7-637-25

Homecomings Financial

A GMAC Company

November 13, 2006

Certified Mail, Return Receipt Requested

0423992239
Mary Heller
1648 Turnpike Ave
Clearfield, PA 16830

Re: Property Address: 1648 Turnpike Avenue
Clearfield, PA 16830

Loan Number: 0423992239

A default exists under the above referenced Mortgage/Deed of Trust loan agreement. The action required to cure the default is the payment of all sums due under the Mortgage/Deed of Trust loan agreement. As of the date of this letter the total amount due is \$ 2,683.41. That sum includes the following:

4 payments totaling:	\$ 2,493.64
Late charges:	\$ 76.77
Other fees and/or costs	\$ 113.00
Unapplied Funds:	N/A

The total amount due shown above is subject to further increases for additional monthly payments, late charges, attorney fees, and/or other fees and cost which may become due, after the date of this letter. To obtain an update of the total amount due to cure this default, contact us at **800.799.9250**.

TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 2,683.41 BY December 13, 2006 TO THE FOLLOWING ADDRESS:
Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO: 1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700

If the default is not cured within thirty (30) days of the mailing of this letter, the lender, without further notice or demand, will accelerate the maturity date of the Note and declare all sums secured by the Mortgage/Deed of Trust to be immediately due and payable. The lender then intends to have the property sold at a public foreclosure sale. After acceleration, a curing of the default and reinstatement of the loan will be permitted up to the time of the sale by paying the past due monthly payments and other sums then due under the Mortgage/Deed of Trust loan agreement and by complying with all terms of reinstatement.

You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

Sincerely,

Loan Counseling Department

HLH

*Homeownership counseling is available to you through the 'Credit Counseling Resource Center' (CCRC), an alliance of consumer credit counseling agencies. The CCRC has been retained by Homecomings Financial to provide advice to you on credit issues, including how to reduce debt and improve cash flow management capabilities. You may contact them at 1.877.806.0775 for assistance at no cost to you, or you may wish to contact a HUD-approved housing counseling agency by calling 1.800.569.4287 for further information.

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.

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

Date: November 13, 2006

TO: Mary Heller
1648 Turnpike Ave
Clearfield, PA 16830

Premises: 1648 Turnpike Avenue
Clearfield, PA 16830

Re: Loan Number: 0423992239
FROM: Homecomings Financial

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 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.

LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE

HomeComings Financial
Attn: Ryan Ramos
9350 Waxie Way Ste. 100
San Diego, CA. 92123
Fax: 858-514-5516

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

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 CONSTRUED 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:

1648 Turnpike Avenue, Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/06 to 11/01/06 totaling:	\$ 2,493.64
Late Charges:	\$ 76.77
Other fees and/or costs (including NSF charges and property inspections):	\$ 113.00
LESS: Unapplied Funds:	N/A
TOTAL	\$ 2,683.41

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 DUE TO THE LENDER, WHICH IS \$ 2,683.41, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO:
1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

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 right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30)

DAYs, the lender also intends to instruct its attorney 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 attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender, even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 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:

Homecomings Financial
2711 N. Haskell, Suite 900
Dallas, TX 75204
Attn: Loan Counseling Department
Phone: 1.800.206.2901

EFFECT OF THE 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 be able to 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.

Sincerely,

Loan Counseling Department

Enclosure(s)
List of Counseling Agencies

Homecomings Financial
A GMAC Company

November 13, 2006

Certified Mail, Return Receipt Requested

0423992239
Robert Heller
1648 Turnpike Ave
Clearfield, PA 16830

Re: Property Address: 1648 Turnpike Avenue
Clearfield, PA 16830

Loan Number: 0423992239

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Unapplied Funds:	N/A

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TO CURE THIS DEFAULT, SEND YOUR CASHIER'S CHECK, MONEY ORDER, OR CERTIFIED CHECK IN THE AMOUNT OF \$ 2,683.41 BY December 13, 2006 TO THE FOLLOWING ADDRESS:
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You have the right to bring a court action to assert the nonexistence of a default or any other defense that may exist to prevent acceleration and sale of the property.

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ACT 91 NOTICE

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

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Date: November 13, 2006

TO: Robert Heller
1648 Turnpike Ave
Clearfield, PA 16830

Premises: 1648 Turnpike Avenue
Clearfield, PA 16830

Re: Loan Number: 0423992239
FROM: Homecomings Financial

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

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

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR 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.

LENDER CONTACT IN REGARDS TO PENNSYLVANIA HOUSING FINANCIAL ASSISTANCE

HomeComings Financial
Attn: Ryan Ramos
9350 Waxie Way Ste. 100
San Diego, CA. 92123
Fax: 858-514-5516

ALL CORRESPONDENCE REGARDING PHFA ASSISTANCE SHOULD BE FORWARDED TO THE ABOVE REFERENCED ADDRESS.

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 CONSTRUED 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:

1648 Turnpike Avenue, Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments from 08/01/06 to 11/01/06 totaling:	\$ 2,493.64
Late Charges:	\$ 76.77
Other fees and/or costs (including NSF charges and property inspections):	\$ 113.00
LESS: Unapplied Funds:	N/A
TOTAL	\$ 2,683.41

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 DUE TO THE LENDER, WHICH IS \$ 2,683.41, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

**Homecomings Financial, P.O. Box 78426 Phoenix, AZ 85062-8426 OR OVERNIGHT TO:
1820 East Sky Harbor Circle South, Suite 100 Phoenix, AZ 85034-9700.**

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 right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30)

DAYS, the lender also intends to instruct its attorney 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 attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender, even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 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:

Homecomings Financial
2711 N. Haskell, Suite 900
Dallas, TX 75204
Attn: Loan Counseling Department
Phone: 1.800.206.2901

EFFECT OF THE 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 be able to 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.

Sincerely,

Loan Counseling Department

Enclosure(s)
List of Counseling Agencies

V E R I F I C A T I O N

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff, a corporation unless designated otherwise; that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.



Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102359
NO: 07-99-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK TRUST COMPANY, N.A.
vs.
DEFENDANT: ROBERT M. HELLER and MARY ANN HELLER

SHERIFF RETURN

NOW, January 24, 2007 AT 2:42 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT M. HELLER DEFENDANT AT 1648 TURNPIKE AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY ANN HELLER, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
09:00 am
APR 25 2007
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102359
NO: 07-99-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK TRUST COMPANY, N.A.
VS.
DEFENDANT: ROBERT M. HELLER and MARY ANN HELLER

SHERIFF RETURN

NOW, January 24, 2007 AT 2:42 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY ANN HELLER DEFENDANT AT 1648 TURNPIKE AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY ANN HELLER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102359
NO: 07-99-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK TRUST COMPANY, N.A.
vs.

DEFENDANT: ROBERT M. HELLER and MARY ANN HELLER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	80477	20.00
SHERIFF HAWKINS	UDREN	80477	26.00

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

*Chester A. Hawkins
by Marley Hays*
Chester A. Hawkins
Sheriff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee
2711 North Haskell, Suite 900
Dallas, TX 75204-2915
Plaintiff

v.

Robert M. Heller
Mary Ann Heller
1648 Turnpike Avenue
Clearfield, PA 16830
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2007-99-CD

FILED *m110:49/01* Atty pd. 20.00
APR 30 2007 Notice to Defs.

William A. Shaw Statement to
Prothonotary/Clerk of Courts

Atty

(GK)

**PRAECIPE FOR JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against the Defendant(s) **Robert M. Heller and Mary Ann Heller** for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$84,151.90
Interest Per Complaint	1,738.80
From 12/29/06 to 4/27/07	
Late charges per Complaint	102.36
From 12/29/06 to 4/27/07	
Escrow payment per Complaint	<u>446.64</u>
From 12/29/06 to 4/27/07	
TOTAL	<u>\$86,439.70</u>

I hereby certify that (1) the addresses of the Plaintiff and Defendant are as shown above, and (2) that notice has been given in accordance with Rule 237.1, a copy of which is attached hereto.

UDREN LAW OFFICES, P.C.
Mark J. Udren, ESQUIRE
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED

DATE: April 30, 2007

PRO PROTHY

W. A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102359
NO: 07-99-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK TRUST COMPANY, N.A.
VS.
DEFENDANT: ROBERT M. HELLER and MARY ANN HELLER

COPY

SHERIFF RETURN

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SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102359
NO: 07-99-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK TRUST COMPANY, N.A.
VS.
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SERVED BY: HUNTER /

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust Company, N.A.
as successor to JPMorgan Chase Bank, N.A.
as Trustee

Plaintiff

v.

Robert M. Heller
Mary Ann Heller
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2007-99-CD

TO: Mary Ann Heller
1648 Turnpike Avenue
Clearfield, PA 16830

DATE of Notice: February 16, 2007
IMPORTANT NOTICE

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

LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

NOTIFICACION IMPORTANTE

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER TOMADO LA ACCION REQUIRIDA DE SU PARTE EN ESTE CASO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE UN TERMINO DE DIEZ (10) DIAS DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARARECER USTED EN CORTE O ESCUCHAR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA, USTED PUEDE PERDER BIENES Y OTROS DERECHOS, IMPORTANTES. DEBE LLEVAR ESTA NOTIFICACION A UN ABOGADO IMMEDIATAMENTE SI USTED NO TIENE ABOGADO, O SI NO TIENE DINERO SUFFICIENTE PARA TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA, CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

NOTICE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust Company, N.A.
as successor to JPMorgan Chase Bank, N.A.
as Trustee

Plaintiff

v.

Robert M. Heller
Mary Ann Heller
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2007-99-CD

TO: Robert M. Heller
1648 Turnpike Avenue
Clearfield, PA 16830

DATE of Notice: February 16, 2007

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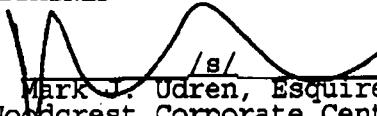
LAWYER REFERRAL SERVICE
David S. Meholic
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

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SERVICIO DE REFERENCIA LEGAL
LAWYER REFERRAL SERVICE
David S. Meholic
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Clearfield, PA 16830
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Mark J. Udren, Esquire
Woodcrest Corporate Center
111 Woodcrest Road, Suite 200
Cherry Hill, New Jersey 08003-3620

UDREN LAW OFFICES, P.C.
BY: MARK J. UDREN, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee

Plaintiff
v.

Robert M. Heller

Mary Ann Heller

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2007-99-CD

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF NEW JERSEY

:
: SS

COUNTY OF CAMDEN

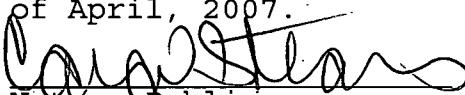
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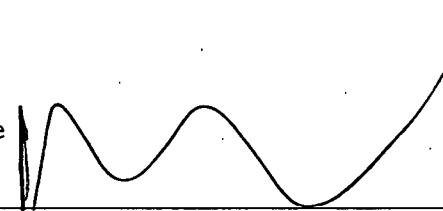
THE UNDERSIGNED being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained by us either as Plaintiff or as servicing agent of the Plaintiff herein and that the above Defendant(s) are not in the Military or Naval Service of the United States of America or its Allies as defined in the Servicemembers' Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100), and that the age and last known residence and employment of each Defendant are as follows:

Defendant: Robert M. Heller
Age: Over 18
Residence: As captioned above
Employment: Unknown

Defendant: Mary Ann Heller
Age: Over 18
Residence: As captioned above
Employment: Unknown

Sworn to and subscribed
before me this 27th day
of April, 2007.


Notary Public


Name: MARK J. UDREN, ESQ.
Title: ATTORNEY FOR PLAINTIFF
Company: UDREN LAW OFFICES, P.C.

CARA STEARS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/16/2008

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee

Plaintiff

v.

Robert M. Heller

Mary Ann Heller

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2007-99-CD

TO: Robert M. Heller
1648 Turnpike Avenue
Clearfield, PA 16830

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

W.M. Heller 4/30/07

Prothonotary

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

COPY

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee

Plaintiff

v.

Robert M. Heller
Mary Ann Heller

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2007-99-CD

TO: Mary Ann Heller
1648 Turnpike Avenue
Clearfield, PA 16830

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby
notified that a Judgment has been entered against you in the above
proceeding as indicated below.

Willie L. Shaffer
Prothonotary

4130107

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

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE PLEASE CALL:

ATTORNEY Mark J. Udren, Esquire

At this telephone number: 856-669-5400.

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

COPY

Bank of New York Trust Company N.A., The
JPMorgan Chase Bank, N.A.
Plaintiff(s)

No.: 2007-00099-CD

Real Debt: \$86,439.70

Atty's Comm: \$

Vs.

Costs: \$

Robert M. Heller
Mary Ann Heller
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: April 30, 2007

Expires: April 30, 2012

Certified from the record this 30th day of April, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee

Plaintiff
v.

Robert M. Heller
Mary Ann Heller
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2007-99-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue Writ of Execution in the above matter:

Amount due \$86,439.70

Interest From 4/28/07
to Date of Sale

Ongoing Per Diem of \$14.49
to actual date of sale including if sale is
held at a later date

(Costs to be added) \$ 125.00

Prothonotary costs

UDREN LAW OFFICES, P.C.

Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

FILED *ccs6*
3/10/07 BOLWrits w/
APR 30 2007 prop. desc.
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. *20.00*
(6K)

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

Plaintiff
v.

MORTGAGE FORECLOSURE

Robert M. Heller
Mary Ann Heller

NO. 2007-99-CD

Defendant(s)

C E R T I F I C A T E

Mark J. Udren, Esquire, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- An FHA insured mortgage
- Non-owner occupied
- Vacant
- Act 91 procedures have been fulfilled.
- Over 24 months delinquent.

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

UDREN LAW OFFICES, P.C.
Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

Plaintiff

MORTGAGE FORECLOSURE

v.

Robert M. Heller
Mary Ann Heller

NO. 2007-99-CD

Defendant(s)

AFFIDAVIT PURSUANT TO RULE 3129.1

The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase
Bank, N.A. as Trustee, Plaintiff in the above action, by its attorney,
Mark J. Udren, ESQ., sets forth as of the date the Praecept for the
Writ of Execution was filed the following information concerning the
real property located at: 1648 Turnpike Avenue (Lawrence Township),
Clearfield, PA 16830

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

Robert M. Heller 1648 Turnpike Avenue
Clearfield, PA 16830

Mary Ann Heller 1648 Turnpike Avenue
Clearfield, PA 16830

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

SAME AS #1 ABOVE

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

Name Address

None

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

Name Address

The Bank of New York Trust
Company, N.A. as successor
to JPMorgan Chase Bank, N.A.
as Trustee

2711 North Haskell, Suite 900
Dallas, TX 75204-2915

Citifinancial, Inc.

Address to Follow

5. Name and address of every other person who has any record lien on the property:

Name

Address

None

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

Name

Address

Real Estate Tax Dept.

1 North Second Street, Suite 116
Clearfield, PA 16830

Domestic Relations Section

1 North Second Street, Suite 116
Clearfield, PA 16830

Commonwealth of PA,
Department of Revenue

Bureau of Compliance, PO Box 281230
Harrisburg, PA 17128-1230

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

Name

Address

Tenants/Occupants

1648 Turnpike Avenue
(Lawrence Township)
Clearfield, PA 16830

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

DATED: April 27, 2007

UDREN LAW OFFICES, P.C.


Mark J. Udren, ESQ.
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee

Plaintiff

V.

Robert M. Heller
Mary Ann Heller

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2007-99-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

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

property: 1648 Turnpike Avenue
(Lawrence Township)
Clearfield, PA 16830
SEE LEGAL DESCRIPTION

ANSWER

Amount due \$86,439.70

— 14 —

Interest From 4/28/01

to Date of Sale _____
Ongoing Per Diem of \$14.49
to actual date of sale including if sale is
held at a later date.

(Costs to be added)

2

Prothonotary costs 125.00

18500
Postponed

By () 11 1960

By John L. Chapman

Date 4/30/07 Clerk

Date 11/20/07

COURT OF COMMON PLEAS
NO. 2007-99-CD

The Bank of New York Trust Company, N.A. as successor
to JPMorgan Chase Bank, N.A. as Trustee
vs.

Robert M. Heller
Mary Ann Heller

WRIT OF EXECUTION

REAL DEBT \$86,439.70

INTEREST \$ _____
from 4/28/07

to Date of Sale _____
Ongoing Per Diem of \$14.49
to actual date of sale including if sale is
held at a later date

COSTS PAID:

PROTHY \$ 125.00

SHERIFF \$ _____

STATUTORY \$ _____

COSTS DUE PROTHY. \$

PREMISES TO BE SOLD:

1648 Turnpike Avenue
(Lawrence Township)
Clearfield, PA 16830

Mark J. Udren, ESQUIRE
UDREN LAW OFFICES, P.C.
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
(856) 669-5400

ALL those two certain pieces or parcels of land situate in the Township of Lawrence, County of Clearfield, State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at an iron post on the western side of Turnpike Avenue Extension at the corner of land formerly of Howard Ardery; thence west sixty-five (65) degrees South along the same one hundred eighty (180) feet, more or less, to an iron pin at the eastern side of a sixteen (16) foot alley (unopened); thence in a northerly direction in a line parallel with Turnpike Avenue Extension one hundred (100) feet to an iron pin; thence in an easterly direction along the line of land formerly of Ianaro, now the second parcel herein, and on the line parallel with the southern line of the lot herein conveyed one hundred eighty (180) feet, more or less, to an iron pin on the western side of Turnpike Avenue Extension; thence in southerly direction along the line of Turnpike Avenue Extension one hundred (100) feet to place of beginning. Being a lot one hundred eighty (180) feet in depth fronting one hundred (100) feet on Turnpike Avenue Extension.

THE SECOND THEREOF: BEGINNING at an iron pin on western side of Turnpike Avenue Extension at the northeast corner of the first parcel herein; thence in a westerly direction along the line of the first parcel herein one hundred eighty (180) feet, more or less, to an iron post which marks the northwestern corner of the first parcel herein; thence in a northerly direction fifty (50) feet on line parallel with Turnpike Avenue Extension to an iron pin; thence in an easterly direction one hundred eighty (180) feet, more or less, to the iron pin at the western side of Turnpike Avenue Extension; thence in a southerly direction along the line of Turnpike Avenue Extension, aforesaid, fifty (50) feet to place of beginning.

BEING the same premises conveyed to County National Bank herein by Sheriff's deed dated April 25, 2003 and recorded at Clearfield County Instrument No. 200306723.

Also being identified by Clearfield County Tax Map No. 123-K7-637-25

BEING KNOWN AS: 1648 TURNPIKE AVENUE
(LAWRENCE TOWNSHIP)
CLEARFIELD, PA 16830

PROPERTY ID NO.: 123-K07-637-00025

TITLE TO SAID PREMISES IS VESTED IN ROBERT M. HELLER AND MARY ANN HELLER, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY BY DEED FROM COUNTY NATIONAL BANK DATED 2/26/04 RECORDED 3/3/04 IN DEED BOOK 200403182

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee
2711 North Haskell, Suite 900
Dallas, TX 75204-2915
Plaintiff

v.
Robert M. Heller
Mary Ann Heller
1648 Turnpike Avenue
Clearfield, PA 16830
Defendant(s)

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2007-99-CD

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to
the captioned matter.

UDREN LAW OFFICES, P.C.

Date: June 22, 2007

BY:

Mark J. Udren, ESQUIRE
Attorney for Plaintiff

FILED
M 11/00/2007 NOCC
JUN 27 2007
SF

William A. Shaw
Prothonotary/Clerk of Courts

The Bank of New York Trust Company, NA, et. al., Plaintiff(s)

vs.

Robert M. Heller, et. al., Defendant(s)

Service of Process by

APS International, Ltd.

1-800-328-7171

APS International Plaza

7800 Glenroy Rd.

Minneapolis, MN 55439-3122

APS File #: 083639-0001

AFFIDAVIT OF SERVICE -- Individual

Service of Process on:

UDREN LAW OFFICES

Ms. Angelina L. Cruz

111 Woodcrest Rd, Suite 200

Cherry Hill, NJ 08003-3620

--Robert M. Heller

Court Case No. 2007-99-CD

State of: PENNSYLVANIA ss.

County of: BLAIR).

Name of Server: D. M. Ellis, undersigned, being duly sworn, deposes and says that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 6th day of June, 2007, at 4:22 o'clock P. M.

Place of Service: at 610 Elwood Avenue, in Clearfield, PA 16830

Documents Served: the undersigned served the documents described as:

Notice of Sheriff's Sale of Real Property

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:

Robert M. Heller

Person Served, and Method of Service:

By personally delivering them into the hands of the person to be served.

By delivering them into the hands of MARY ANN HELLER, a person of suitable age, who verified, or who upon questioning stated, that he/she resides with Robert M. Heller at the place of service, and whose relationship to the person is: wife

Description of Person Receiving Documents: The person receiving documents is described as follows:

Sex F; Skin Color Cauc.; Hair Color Brown; Facial Hair N/A
Approx Age 60; Approx Height 5'2; Approx Weight 125

To the best of my knowledge and belief, said person was not engaged in the US Military at the time of service.

Signature of Server: Undersigned declares under penalty of perjury Subscribed and sworn to before me this that the foregoing is true and correct.

D. M. Ellis

Signature of Server

Monica Crilly

Notary Public

(Commission Expires)

APS International, Ltd.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Monica Crilly, Notary Public

City Of Altoona, Blair County

My Commission Expires Aug. 27, 2009

Member, Pennsylvania Association of Notaries

The Bank of New York Trust Company, NA, et. al., Plaintiff(s)

vs.

Robert M. Heller, et. al., Defendant(s)



Service of Process by
APS International, Ltd.

1-800-328-7171

APS International Plaza
7800 Glenroy Rd.
Minneapolis, MN 55439-3122

APS File #: 083639-0001

AFFIDAVIT OF SERVICE — Individual

UDREN LAW OFFICES

Ms. Angelina L. Cruz

111 Woodcrest Rd, Suite 200
Cherry Hill, NJ 08003-3620

Service of Process on:

Mary Ann Heller

Court Case No. 2007-99-CD

State of: PENNSYLVANIA ss.

County of: Blair

Name of Server: D.M. Ellis, undersigned, being duly sworn, deposes and says

that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 6th day of June, 20 07 at 4:22 o'clock P. M.

Place of Service: at 610 Elwood Avenue, in Clearfield, PA 16830

Documents Served: the undersigned served the documents described as:

Notice of Sheriff's Sale of Real Property

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:

Mary Ann Heller

By personally delivering them into the hands of the person to be served.

By delivering them into the hands of _____, a person of suitable age, who verified, or who upon questioning stated, that he/she resides with Mary Ann Heller at the place of service, and whose relationship to the person is: _____

Description of Person Receiving Documents: The person receiving documents is described as follows:

Sex F; Skin Color Cauc.; Hair Color Brown; Facial Hair N/A
Approx. Age 60; Approx. Height 5'2"; Approx. Weight 125

To the best of my knowledge and belief, said person was not engaged in the US Military at the time of service.

Signature of Server: Undersigned declares under penalty of perjury. Subscribed and sworn to before me this
that the foregoing is true and correct.

7th day of June, 20 07

D.M. Ellis

Signature of Server

Monica Crilly

Notary Public

(Commission Expires)

APS International, Ltd.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Monica Crilly, Notary Public

City Of Altoona, Blair County

My Commission Expires Aug. 27, 2009

Member, Pennsylvania Association of Notaries

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee
2711 North Haskell, Suite 900
Dallas, TX 75204-2915
Plaintiff

v.

Robert M. Heller
Mary Ann Heller
1648 Turnpike Avenue
Clearfield, PA 16830
Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

FILED
M 7/2007
JUL 02 2007

WAS William A. Shaw
Prothonotary/Clerk of Courts

NO. 2007-99-CD

AFFIDAVIT OF SERVICE PURSUANT TO Pa.R.C.P.RULE 3129.1

Plaintiff, by its/his/her Attorney, Mark J. Udren, Esquire, hereby verifies that:

1. A copy of the Notice of Sheriff's Sale, a true and correct copy of which is attached hereto as Exhibit "A", was sent to every recorded lienholder and every other interested party known as of the date of the filing of the Praecept for the Writ of Execution, on the date(s) appearing on the attached Certificates of Mailing.
2. A Notice of Sheriff's Sale was sent to Defendant(s) by regular mail and certified mail on the date appearing on the attached Return Receipt, which was signed for by Defendant(s) on the date specified on the said Return Receipt. Copies of the said Notice and Return Receipt are attached hereto as Exhibit "B".
3. If a Return Receipt is not attached hereto, then service was by personal service on the date specified on the attached Return of Service, attached hereto as Exhibit "B".
4. If service was by Order of Court, then proof of compliance with said Order is attached hereto as Exhibit "B".

All Notices were served within the time limits set forth by Pa Rule C.P. 3129.

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

Dated: June 26, 2007

UDREN LAW OFFICES, P.C.

BY:

Mark J. Udren, Esquire
Attorney for Plaintiff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

The Bank of New York Trust Company,
N.A. as successor to JPMorgan Chase
Bank, N.A. as Trustee
Plaintiff

v.

Robert M. Heller
Mary Ann Heller
Defendant(s)

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2007-99-CD

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY

OWNER(S): Robert M. Heller & Mary Ann Heller

PROPERTY: 1648 Turnpike Avenue (Lawrence Township) Clearfield, PA 16830

Improvements: RESIDENTIAL DWELLING

The above captioned property is scheduled to be sold at the **Clearfield** County Sheriff's Sale on **July 6, 2007**, at 10:00 A.M., at the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage			Fee	Handling Charge	Act. Value (If Regis.)	Insure d Value	Due Sender if COD	R.R. Fee	S.D. Fee	S.H. Fee	Rst. Del. Fee	Remarks
			<input type="checkbox"/> Registered Insured	<input type="checkbox"/> COD	<input type="checkbox"/> Merchandise										
1		The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank, N.A. Trustee 2711 North Haskell, Suite 900 Dallas, TX 75204-2915													
2		Real Estate Tax Dept. 1 North Second Street, Suite 116 Clearfield, PA 16830													
3		Tenant(s)/Occupants 1648 Turnpike Avenue (Lawrence Township) Clearfield, PA 16830													
4		Citifinancial, Inc. 1111 Northpoint Coppell, TX 75014													
5		Commonwealth of PA, Bureau of Compliance, PO Box 281230 Department of Revenue Harrisburg, PA 17128-1230													
6		Domestic Relations Section 1 North Second Street, Suite 116 Clearfield, PA 16830													
7															
8															
9															
10															
11															
12															
13															
14															
15															
Total number of Pieces Listed by Sender			Total Number of Pieces Received at Post Office			Postmaster Per (Name of Receiving Employee)			The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of negotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S911 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and forth class parcels.						
6			6			Robert M. Heller Mary Ann Heller			#06120644 (Clearfield)						

EXHIBIT A

PS Form 3877, February 1994 Form Must be Completed by Typewriter, Ink or Ball Point Pen

Robert M. Heller
Mary Ann Heller; #06120644 (Clearfield)

7/6/07

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee
2711 North Haskell, Suite 900
Dallas, TX 75204-2915
Plaintiff

v.
Robert M. Heller
Mary Ann Heller
1648 Turnpike Avenue
Clearfield, PA 16830
Defendant(s)

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2007-99-CD

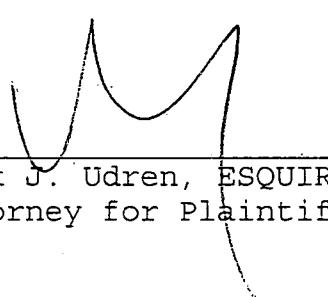
PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to
the captioned matter.

UDREN LAW OFFICES, P.C.

Date: June 22, 2007

BY: 
Mark J. Udren, ESQUIRE
Attorney for Plaintiff

The Bank of New York Trust Company, NA, et. al., Plaintiff(s)

vs.

Robert M. Heller, et. al., Defendant(s)

Service of Process by

APS International, Ltd.

1-800-328-7171

APS International Plaza

7800 Glenroy Rd.

Minneapolis, MN 55439-3122

APS File #: 083639-0001

AFFIDAVIT OF SERVICE -- Individual

Service of Process on:

--Robert M. Heller

Court Case No. 2007-99-CD

UDREN LAW OFFICES

Ms. Angelina L. Cruz

111 Woodcrest Rd, Suite 200
Cherry Hill, NJ 08003-3620

State of PENNSYLVANIA ss.

County of BLAIR

Name of Server: D. M. ELLIS, undersigned, being duly sworn, deposes and says

that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 6th day of June, 2007, at 4:22 o'clock P. M.

Place of Service: at 610 Elwood Avenue, in Clearfield, PA 16830

Documents Served: the undersigned served the documents described as:

Notice of Sheriff's Sale of Real Property

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:

Robert M. Heller

Person Served, and Method of Service: By personally delivering them into the hands of the person to be served.

By delivering them into the hands of MARY ANN HELLER, a person of suitable age, who verified, or who upon questioning stated, that he/she resides with

Robert M. Heller

at the place of service, and whose relationship to the person is: Wife

Description of Person Receiving Documents: The person receiving documents is described as follows:

Sex F; Skin Color Cauc.; Hair Color Brown; Facial Hair N/A

Approx Age 60; Approx Height 5'2; Approx Weight 125

To the best of my knowledge and belief, said person was not engaged in the US Military at the time of service.

Signature of Server: Undersigned declares under penalty of perjury. Subscribed and sworn to before me this that the foregoing is true and correct.

D. M. Ellis

Signature of Server

7th day of July, 2007

Notary Public

(Commission Expires)

APS International, Ltd.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Monica Crilly, Notary Public

City Of Altoona, Blair County

My Commission Expires Aug. 27, 2009

Member, Pennsylvania Association of Notaries

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20582
NO: 07-99-CD

PLAINTIFF: THE BANK OF NEW YORK TURST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK,
N.A. AS TRUSTEE

vs.

DEFENDANT: ROBERT M. HELLER AND MARY ANN HELLER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/30/2007

LEVY TAKEN 05/15/2007 @ 11:45 AM

POSTED 05/15/2007 @ 11:47 AM

SALE HELD 07/06/2007

SOLD TO THE BANK OF NEW YORK TURST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE
BANK, N.A. AS TRUSTEE

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 07/25/2007

DATE DEED FILED 07/25/2007

PROPERTY ADDRESS 1648 TURNPIKE AVENUE CLEARFIELD, PA 16830

SERVICES

06/19/2007 @ 1:35 PM SERVED ROBERT M. HELLER

SERVED ROBERT M. HELLER, DEFENDANT, AT HIS RESIDENCE 610 ELWOOD AVENUE, CLEARFIELD, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO MARY ANN HELLER, WIFE/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING
KNOW TO HIM / HER THE CONTENTS THEREOF.

06/18/2007 @ 1:35 PM SERVED MARY ANN HELLER

SERVED MARY ANN HELLER, DEFENDANT, AT HER RESIDENCE, 610 ELWOOD AVENUE, CLEARFIELD, CLEARFIELD COUNTY,
PENNSYLVANIA, BY HANDING TO MARY ANN HELLER, WIFE/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING
KNOW TO HIM / HER THE CONTENTS THEREOF.

FILED
JUL 25 2007
WAS
Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20582
NO: 07-99-CD

PLAINTIFF: THE BANK OF NEW YORK TURST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE

vs.

DEFENDANT: ROBERT M. HELLER AND MARY ANN HELLER

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$217.09

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2007

Chester A. Hawkins
by Amelie Better - Anthropologist
Chester A. Hawkins
Sheriff

UDREN LAW OFFICES, P.C.
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

The Bank of New York Trust
Company, N.A. as successor to
JPMorgan Chase Bank, N.A. as
Trustee

Plaintiff

v.

Robert M. Heller
Mary Ann Heller

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 2007-99-CD

WRIT OF EXECUTION

TO THE SHERIFF OF Clearfield COUNTY:

To satisfy the judgment, interest and costs in the above matter,
you are directed to levy upon and sell the following described
property: 1648 Turnpike Avenue
(Lawrence Township)
Clearfield, PA 16830
SEE LEGAL DESCRIPTION ATTACHED

Amount due \$86,439.70

Interest From 4/28/07

to Date of Sale

Ongoing Per Diem of \$14.49

to actual date of sale including if sale is
held at a later date

(Costs to be added)

Prothonotary costs

\$ 125.00

By

Willie A. Byn
Prothonotary

Clerk

Date 4/30/07

Received April 30, 2007 @ 3:00 P.M.

Chester A. Hawkins

by Cynthia Better-DeShonay

COURT OF COMMON PLEAS
NO. 2007-99-CD

The Bank of New York Trust Company, N.A. as successor
to JPMorgan Chase Bank, N.A. as Trustee

VS.

Robert M. Heller
Mary Ann Heller

WRIT OF EXECUTION

REAL DEBT \$86,439.70

INTEREST \$

from 4/28/07

to Date of Sale Ongoing Per Diem of \$14.49
to actual date of sale including if sale
held at a later date

COSTS PAID:

PROTHY \$ 125.00

SHERIFF S

COSTS DUE PROTHY. \$

PREMISES TO BE SOLD:

1648 Turnpike Avenue

(Lawrence Township)

Clearfield, PA 16830

Mark J. Udren, ESQUIRE

UDREN LAW OFFICES, P.C.

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

(856) 669-5400

(3-3) 369 3100

ALL those two certain pieces or parcels of land situate in the Township of Lawrence, County of Clearfield, State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at an iron post on the western side of Turnpike Avenue Extension at the corner of land formerly of Howard Ardery; thence west sixty-five (65) degrees South along the same one hundred eighty (180) feet, more or less, to an iron pin at the eastern side of a sixteen (16) foot alley (unopened); thence in a northerly direction in a line parallel with Turnpike Avenue Extension one hundred (100) feet to an iron pin; thence in an easterly direction along the line of land formerly of Janara, now the second parcel herein, and on the line parallel with the southern line of the lot herein conveyed one hundred eighty (180) feet, more or less, to an iron pin on the western side of Turnpike Avenue Extension; thence in southerly direction along the line of Turnpike Avenue Extension one hundred (100) feet to place of beginning. Being a lot one hundred eighty (180) feet in depth fronting one hundred (100) feet on Turnpike Avenue Extension.

THE SECOND THEREOF: BEGINNING at an iron pin on western side of Turnpike Avenue Extension at the northeast corner of the first parcel herein; thence in a westerly direction along the line of the first parcel herein one hundred eighty (180) feet, more or less, to an iron post which marks the northwestern corner of the first parcel herein; thence in a northerly direction fifty (50) feet on line parallel with Turnpike Avenue Extension to an iron pin; thence in an easterly direction one hundred eighty (180) feet, more or less, to the iron pin at the western side of Turnpike Avenue Extension; thence in a southerly direction along the line of Turnpike Avenue Extension, aforesaid, fifty (50) feet to place of beginning.

BEING the same premises conveyed to County National Bank herein by Sheriff's deed dated April 25, 2003 and recorded at Clearfield County Instrument No. 200306723.

Also being identified by Clearfield County Tax Map No. 123-K7-637-25

BEING KNOWN AS: 1648 TURNPIKE AVENUE
(LAWRENCE TOWNSHIP)
CLEARFIELD, PA 16830

PROPERTY ID NO.: 123-K07-637-00025

TITLE TO SAID PREMISES IS VESTED IN ROBERT M. HELLER AND MARY ANN HELLER, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY BY DEED FROM COUNTY NATIONAL BANK DATED 2/26/04 RECORDED 3/3/04 IN DEED BOOK 200403182

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ROBERT M. HELLER

NO. 07-99-CD

NOW, July 25, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on July 06, 2007, I exposed the within described real estate of Robert M. Heller And Mary Ann Heller to public venue or outcry at which time and place I sold the same to THE BANK OF NEW YORK TURST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.09
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	15.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$217.09

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	86,439.70
INTEREST @ 14.4900 %	999.81
FROM 04/28/2007 TO 07/06/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$87,479.51
COSTS:	
ADVERTISING	524.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	217.09
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,220.59

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

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

CHESTER A. HAWKINS, Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102587
NO: 07-110-CD
SERVICE # 1 OF 1
COMPLAINT ACTION TO QUIET TITLE

PLAINTIFF: BLAIN G. HUBLER

vs.

DEFENDANT: DAVID R. HOUSER aka David Houser aka D.R. Houser, deceased

SHERIFF RETURN

NOW, April 20, 2007 AT 9:51 AM SERVED THE WITHIN COMPLAINT ACTION TO QUIET TITLE ON DENNIS HUBLER DEFENDANT AT MEETING PLACE: PERKINS RESTAURANT PARKING LOT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DENNIS HUBLER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT ACTION TO QUIET TITLE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WENGER	9659	10.00
SHERIFF HAWKINS	WENGER	9659	90.00

FILED

02:55 pm
JUL 25 2007

William A. Shaw
Prothonotary/Clerk of Courts

So Answers,

Sworn to Before Me This

____ Day of _____ 2007

*Chester A. Hawkins
by Marilyn Hause*
Chester A. Hawkins
Sheriff

FILED ICC Def.
07/02/07 Po Box 931
JUL 26 2007 Clearfield, PA 16830

William A. Shaw ICC Atty For
Prothonotary/Clerk of Courts

CR

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

KIMBERLY ANN PRITCHARD :
VS. : NO. 07-117-CD
FRANK D. ROSS :

O R D E R

AND NOW, this 10th day of July, 2007, the Defendant having failed to pay costs related to Protection from Abuse final Order; the Court is satisfied he is in contempt for failure to do so and it is the ORDER of this Court that he be incarcerated in the Clearfield County Jail for a period of ninety (90) days. Said sentence to be suspended among the terms and conditions of which he pay the sum of Two Hundred Seventy (\$270.00) Dollars within no more than thirty (30) days from date of release from Clearfield County Jail.

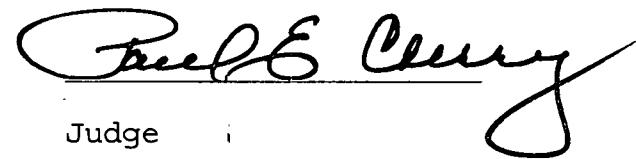
Any failure to make payment as noted above shall result in automatic issuance of Bench Warrant without further notice or hearing being provided and, upon his apprehension, imposition of the period of incarceration as set forth above.

If incarcerated, he shall be able to purge himself of contempt and be released upon payment of all amounts due in

full.

Bench Warrant previously issued is hereby lifted.

BY THE COURT,



A handwritten signature in black ink, appearing to read "Paul E. Cerrig". The signature is fluid and cursive, with a large, stylized "P" at the beginning.

Judge