

07-703-CD

Wells Fargo vs Brad Dodson et al

2007-703-CD

Wells Fargo et al vs Brad Dodson et al

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

Wells Fargo Bank, N.A., as
Trustee for Option One Mortgage
Loan Trust 1999-A Asset-Backed
Certificates, Series 1999-A
6501 Irvine Center Drive
Irvine, CA 92618-2118
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

NO. 07-703-CD

v.
Brad Dodson a/k/a Brad A. Dodson
Debra Dodson a/k/a Debra A.
Dodson
428 Hoop Up Road
Irsvona, PA 16656
Defendant(s)

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

FILED Atty pd.
MAY 03 2007 85.00
400 Atty
William A. Shaw
Prothonotary/Clerk of Courts Udren

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: Option One Mortgage Corporation

Assignments of Record to: Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 1999-A Asset-Backed Certificates, Series 1999-A

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: RR#1 Box 11

MUNICIPALITY/TOWNSHIP/BOROUGH: Beccaria Township

COUNTY: Clearfield

DATE EXECUTED: 10/29/98

DATE RECORDED: 11/2/98 BOOK: 1981 PAGE: 542

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 4/26/07:

| | |
|---|--------------------|
| Principal of debt due | \$30,196.13 |
| Unpaid Interest at 10.875%* | |
| from 12/1/06 | |
| to 4/26/07 | |
| (the per diem interest accruing on this debt is \$9.00 and that sum should be added each day after 4/26/07) | 1,328.52 |
| Title Report | 325.00 |
| Court Costs (anticipated, excluding Sheriff's Sale costs) | 280.00 |
| Escrow Overdraft/ (Balance) (The monthly escrow on this account is \$148.82 and that sum should be added on the first of each month after 4/26/07) | 2,009.85 |
| Late Charges (monthly late charge of \$18.11 should be added in accordance with the terms of the note each month after 4/26/07) | 492.49 |
| Interest or Advance | 1,125.00 |
| Attorneys Fees (anticipated and actual to 5% of principal) | <u>1,509.81</u> |
| TOTAL | \$37,266.80 |

*This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

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 \$37,266.80 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 THAT CERTAIN TRACT OR PIECE OF LAND CONSISTING OF SURFACE AND HAVING A BUNGALOW ERECTED THEREON, SITUATE IN THE TOWNSHIP OF BECCARIA, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE ON THE WEST BANK OF BIRCH RUN; THENCE SOUTH TWENTY-NINE (29) DEGREES WEST ALONG LINE OF LAND, NOW OR FORMERLY, OF MIKE NINOSKY TO A POST ON THE WEST SIDE OF PRIVATE LINE; THENCE NORTH SIXTY-ONE (61) DEGREES WEST ONE HUNDRED FIFTY (150) FEET MORE OR LESS TO A STAKE; THENCE NORTH TWENTY-NINE (29) DEGREES EAST TO A POST ON THE WEST BANK OF BIRCH RUN; ALONG THE WEST BANK OF BIRCH RUN TO A POST AND PLACE OF BEGINNING. CONTAINING ONE-FOURTH (1/4) ACRE, MORE OR LESS.

EXCEPTING AND RESERVING THE COAL AND OTHER MINERALS WITH THE RIGHT OF INGRESS, REGRESS AND EGRESS AS HAVING BEEN RESERVED AND EXCEPTED BY THE FORMER OWNERS.

02-04-07
LOAN= 0001230226 DATE=01-04 USER=R59 KEY=OP010 VERS=025 TITLE=Part 1 PA NOI
LINES PER PAGE=NO CONDITIONS=4
647/0001230226/OP010/1/9/000000000000

PAGE 447
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2

January 04, 2007

Brad Dodson
428 Hoop Up Rd
Irving, PA 16656-8107

Homeowners Name: Brad Dodson
Debra Dodson
Property Address: RR # 1 Box 11, Irving PA 16656
Loan Account No.: 0001230226
Original Lender: OPTION ONE MORTGAGE CORPORATION
Current Lender/Servicer: Option One 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

OP010 (Page 1 of 9)

EXHIBIT A

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, or you may find them by visiting the website at <http://www.phfa.org/> applications/counseling agencies.aspx. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions to schedule one face-to-face meeting.

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.

(Page 2 of 9)
OP010 025 R59

02-04-07 DATE=01-04 USER=R59 KEY=OP011 VERS=016 TITLE=Part 1 PA NOI
LOAN= 0001230226 LINES=PER-PAGE=NO CONDITIONS=4
647/0001230226/OP011/3/9/000000000000

PAGE 449
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2

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.
(Page 3 of 9)
OP011 016 R59

Re: Loan No. 0001230226

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:
Rr # 1 Box 11, Irvona PA 16656

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 payments: 1 MONTHS @ \$ 449.03
2 MONTHS @ \$ 450.61

\$ 1350.25

(b) Previous late charges:

\$ 420.41

(c) Other charges; Escrow, Inspection,

\$ 1,079.60

(d) Other provisions of the mortgage obligation,
if any

\$ 0.00

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED

\$ 2850.26

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

HOW TO CURE THE DEFAUTL - 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 \$2850.26, 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:

Overnight Mail Address: Western Union Quick Collect

4600 Touchton Rd E
Bldg 200 Ste 102
Pay to: Option One Mortgage Corporation
Code City: Optionjax, FL

mailstop: JI CASH
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.)

(Page 5 of 9)
OP012 023 R59

Re: Loan No. 0001230226
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 (6) Six 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.

(Page 7 of 9)
OP013 020 R59

Re: Loan No. 0001230226
HOW TO CONTACT THE LENDER:

| | |
|------------------|--|
| Name of Lender: | Option One Mortgage Corporation |
| Address: | 4600 Touchton Rd East Bldg 200 Ste 102 |
| Attn: | Trivonda Porter, Sara Haliko and Christie Basford |
| Address: | Jacksonville, FL 32246 |
| Phone Number: | 904-996-1730 or 1-800-326-1500 ext.61730 |
| Fax Number: | 1-866-497-1263 |
| Contact Persons: | Trivonda Porter, Sara Haliko and Christie Basford |
| Office hours: | Monday through Thursday 8:00 a.m. to 8:00 p.m. Friday and Saturday 8:00 a.m. to 5:00 p.m. |
| Email Address: | PHFA@OOMC.com |

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

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

YOU MAY ALSO HAVE THE RIGHT TO:

- * 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 CURED 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.

02-04-07
LOAN= 0001230226 DATE=01-04 USER=R59 KEY=OP014 VERS=034 TITLE=Part 4 PA NOI
LINES-PER-PAGE=NO CONDITIONS=0

MSP LETTERWRITER ACTIVITY FOR MONTH OF 01-07
1C FORM=CKPX PRINTER=P23Z SECURITY=2
PAGE 455

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.

(Page 9 of 9)
OP014 034 R59

02-04-07
LOAN= 0001230226 DATE=01-04 USER=R58 KEY=OPT93 VERS=013 TITLE=Part 1 PA NOI bor 1 prop
LINES-PER-PAGE=NO CONDITIONS=4
647/0001230226/OPT93/1/9/000000000000

January 04, 2007

Brad Dodson
Rr # 1 Box 11
Irving PA 16656

Homeowners Name: Brad Dodson
Debra Dodson

Property Address: Rr # 1 Box 11, Irvin PA 16656
Loan Account No.: 0001230226

Original Lender: OPTION ONE MORTGAGE CORPORATION
Current Lender/Servicer: Option One 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 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

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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, or you may find them by visiting the website at <http://www.phfa.org/> applications/counseling.aspx. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions to schedule one face-to-face meeting.

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.

(Page 2 of 9)
OP793 013 R58

02-04-07
LOAN= 0001230226 DATE=01-04 USER=R58 KEY=OP794 VERS=010 TITLE=Part 1 PA NOI bor 1 Prop
LINES-PER-PAGE=NO CONDITIONS=4
647/0001230226/OP794/3/9/000000000000

MSP LETTERWRITER ACTIVITY FOR MONTH OF 01-07
1 PA NOI bor 1 Prop
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2

PAGE 458
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2

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.
(Page 3 of 9)
OP794 010 R58

Re: Loan No. 0001230226

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:
Rr # 1 Box 11, Irvona PA 16656

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 payments: 1 MONTHS @ \$ 449.03
2 MONTHS @ \$ 450.61

\$ 1350.25

(b) Previous late charges:

\$ 420.41

(c) Other charges; Escrow, Inspection,

\$ 1,079.60

(d) Other provisions of the mortgage obligation,
if any

\$ 0.00

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED
AS OF THIS DATE

\$ 2850.26

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 \$2850.26, 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:

| | |
|---|---|
| <u>Overnight Mail Address</u> | <u>Western Union Quick Collect</u> |
| 4600 Touchton Rd E Bldg 200 Ste 102 Jacksonville, FL 32246 Mailstop: J1 CASH | Pay to: Option One Mortgage Corporation Code City: OptionJax, FL |
| 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.) | |

(Page 5 of 9)
OP795 017 R58

Re: Loan No. 0001230226
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 (6) SIX 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.

(Page 7 of 9)
OP796 010 R58

Re: Loan No. 0001230226
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation
Address: 4600 Touchton Road East Bldg 200 Ste 102
Attn: Trivonda Porter, Sara Haliko and Christie Basford
Address: Jacksonville, FL 32246
Phone Number: 904-996-1730 or 1-800-326-1500 ext. 61730
Fax Number: 1-866-497-1263
Contact Persons: Trivonda Porter, Sara Haliko and Christie Basford
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.
Friday and Saturday 8:00 a.m. to 5:00 p.m.
Email Address: PHFA@OOMC.com

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

ASSUMPTION OF MORTGAGE - You may or may not (CHECK ONE) sell

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

YOU MAY ALSO HAVE THE RIGHT TO:

* 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 CURED 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.

OP797 (Page 8 of 9)

02-04-07
LOAN= 0001230226 DATE=01-04 USER=R58 KEY=OP797 VERS=026 TITLE=Part 4 PA NOT bor 1 prop
LINES-PER-PAGE=NO CONDITIONS=0

MSP LETTERWRITER ACTIVITY FOR MONTH OF 01-07
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2
PAGE 464

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.

(Page 9 of 9)
OP797 026 R58

02-04-07
LOAN= 0001230226 DATE=01-04 USER=R22 KEY=OP820 VERS=011 TITLE=Part 1 PA NOI CO-BOR 2 MAIL
LINES=PER-PAGE=NO CONDITIONS=4
647/0001230226/OP820/1/9/000000000000

January 04, 2007

Debra Dodson
428 Hoop Up Rd
Irving, PA 16656-8107

Homeowners Name: Brad Dodson

Debra Dodson
Property Address: RR # 1 Box 11, Irving PA 16656

Loan Account No.: 0001230226

Original Lender: OPTION ONE MORTGAGE CORPORATION

Current Lender/Service: Option One 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.

THE 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, or you may find them by visiting the website at <http://www.phfa.org/>

applications/counseling agencies.aspx. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions to schedule one face-to-face meeting.

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.

(Page 2 of 9)
OP820 011 R22

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.

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.

Re: Loan No. 0001230226

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:
Rr # 1 Box 11, Irvona PA 16556

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 payments: 1 MONTHS @ \$ 449.03

2 MONTHS @ \$ 450.61

\$ 1350.25

(b) Previous late charges;

\$ 420.41

(c) Other charges; Escrow, Inspection,
NSF checks

\$ 1,079.60

(d) Other provisions of the mortgage obligation,
if any

\$ 0.00

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED
AS OF THIS DATE

\$ 2850.26

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

HOW TO CURE THE DEFECT - 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 \$2850.26, 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:

| | |
|---|---|
| <u>Overnight Mail Address</u> | <u>Western Union Quick Collect</u> |
| 4600 Touchton Rd E Bldg 200 Ste 102 Jacksonville, FL 32246 Mailstop: J1 CASH | Pay to: Option One Mortgage Corporation Code City: OptionJax, FL |
| 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.) | |

(Page 5 of 9)
OP822 016 R22

Re: Loan No. 0001230226
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 (6) SIX 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.

(Page 7 of 9)

OP823 010 R22

Re: Loan No. 0001230226
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation
Address: 4600 Touceton Road East Bldg 200 Ste 102
Attn: Trivonda Porter, Sara Haliko and Christie Basford
Address: Jacksonville, FL 32246
Phone Number: 904-996-1730 or 1-800-326-1500 ext. 61730
Fax Number: 1-866-497-1263
Contact Persons: Trivonda Porter, Sara Haliko and Christie Basford
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.
Friday and Saturday 8:00 a.m. to 5:00 p.m.
Email Address: PHFA@OMC.com

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.
ASSUMPTION OF MORTGAGE - You may or may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.
YOU MAY ALSO HAVE THE RIGHT TO:

- * 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 CURED 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.

OP824 (Page 8 of 9)

02-04-07 LOAN= 0001230226 DATE=01-04 USER=R22 KEY=OP824 VERS=024 TITLE=Part 4 PA NOI CO-BOR 2 MAIL
LINES-PER-PAGE=NO CONDITIONS=0

PAGE 473
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2

* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION
BY THE LENDER.
* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.
(Page 9 of 9)
OP824 024 R22

02-04-07 DATE=01-04 USER=R57 KEY=OP840 VERS=014 TITLE=Part 1 PA NOI CO-BOR 2 PROP
LOAN= 0001230226 LINES=PER-PAGE=NO CONDITIONS=4
647/0001230226/OP840/1/9/000000000000

MSP LETTERWRITER ACTIVITY FOR MONTH OF 01-07
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2

PAGE 474
474

January 04, 2007

Debra Dodson
Rr # 1 Box 11
Iriona PA 16656

Homeowners Name: Brad Dodson
Debra Dodson
Property Address: Rr # 1 Box 11, Iriona PA 16656
Loan Account No.: 0001230226
Original Lender: OPTION ONE MORTGAGE CORPORATION
Current Lender/Servicer: Option One Mortgage Corporation
HOMEBOWNER'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

OP840 (Page 1 of 9)

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,

or you may find them by visiting the website at <http://www.phfa.org/> applications/counseling agencies.aspx. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions to schedule one face-to-face meeting.

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.

(Page 2 of 9)
OP840 014 R57

02-04-07
LOAN= 0001230226 DATE=01-04 USER=R57 KEY=OP841
LINES=PER-PAGE=NO CONDITIONS=4
647/0001230226/OP841/3/9/000000000000

MSP LETTERWRITER ACTIVITY FOR MONTH OF 01-07
1 PA NOI CO-BOR 2 PROP
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2

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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.
(Page 3 of 9)
OP841 010 R57

Re: Loan No. 0001230226

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:
Rr # 1 Box 11, Irvona PA 16556

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 payments: 1 MONTHS @ \$ 449.03
2 MONTHS @ \$ 450.61

\$ 1350.25

(b) Previous late charges:

\$ 420.41

(c) Other charges; Escrow, Inspection,

\$ 1,079.60

(d) Other provisions of the mortgage obligation,
if any

\$ 0.00

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED
AS OF THIS DATE

\$ 2850.26

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 \$2850.26, 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:

| | |
|---|---|
| <u>Overnight Mail Address</u> | <u>Western Union Quick Collect</u> |
| 4600 Touchton Rd E Bldg 200 Ste 102 Jacksonville, FL 32246 Mailstop: J1 CASH | Pay to: Option One Mortgage Corporation Code City: OptionJax, FL |

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.)

(Page 5 of 9)
OP842 016 R57

Re: Loan No. 0001230226
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 (6) SIX 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.
(Page 7 of 9)

OP843 008 R57

Re: Loan No. 0001230226
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation
Address: 4600 Touchton Road East Bldg 200 Ste 102
Attn: Trivonda Porter, Sara Haliko and Christie Basford
Address: Jacksonville, FL 32246
Phone Number: 904-996-1730 or 1-800-326-1500 ext. 61730
Fax Number: 1-866-497-1263
Contact Persons: Trivonda Porter, Sara Haliko and Christie Basford
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.
Friday and Saturday 8:00 a.m. to 5:00 p.m.
Email Address: PHFA@OOMC.com

EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.
ASSUMPTION OF MORTGAGE - You may or may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.
YOU MAY ALSO HAVE THE RIGHT TO:

* 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 CURED 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.
OP844 (Page 8 of 9)

02-04-07
LOAN= 0001230226 DATE=01-04 USER=R57 KEY=OP844 VERS=026 TITLE=Part 4 PA NOI CO BOR 2 PROP
LINES-PER-PAGE=NO CONDITIONS=0

MSP LETTERWRITER ACTIVITY FOR MONTH OF 01-07
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2

PAGE 482

* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION
BY THE LENDER.
* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE. THIS DOES NOT IMPLY THAT OPTION ONE IS
ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN
DISCHARGED UNDER THE BANKRUPTCY LAWS OF THE UNITED STATES.
(Page 9 of 9)
OP844 026 R57

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 # 102757
NO: 07-703-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A. as Trustee
vs.

DEFENDANT: BRAD DODSON a/k/a BRAD A. DODSON and DEBRA DODSON a/k/a DEBRA A. DODSON

SHERIFF RETURN

NOW, May 18, 2007 AT 12:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRAD DODSON a/k/a BRAD A. DODSON DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2nd ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRAD DODSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED
03:20pm
OCT 03 2007
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102757
NO: 07-703-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A. as Trustee
vs.

DEFENDANT: BRAD DODSON a/k/a BRAD A. DODSON and DEBRA DODSON a/k/a DEBRA A. DODSON

SHERIFF RETURN

NOW, May 18, 2007 AT 12:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEBRA DODSON a/k/a DEBRA A. DODSON DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2nd ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEBRA DODSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102757
NO: 07-703-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A. as Trustee

VS.

DEFENDANT: BRAD DODSON a/k/a BRAD A. DODSON and DEBRA DODSON a/k/a DEBRA A. DODSON

SHERIFF RETURN

NOW, May 18, 2007 AT 12:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRAD DODSON aka BRAD A. DODSON DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2nd ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRAD DODSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102757
NO: 07-703-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A. as Trustee
vs.

DEFENDANT: BRAD DODSON a/k/a BRAD A. DODSON and DEBRA DODSON a/k/a DEBRA A. DODSON

SHERIFF RETURN

NOW, May 18, 2007 AT 12:45 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEBRA DODSON aka DEBRA A. DODSON DEFENDANT AT SHERIFF'S OFFICE, 1 N. 2nd ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEBRA DODSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102757
NO: 07-703-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A. as Trustee

vs.

DEFENDANT: BRAD DODSON a/k/a BRAD A. DODSON and DEBRA DODSON a/k/a DEBRA A. DODSON

SHERIFF RETURN

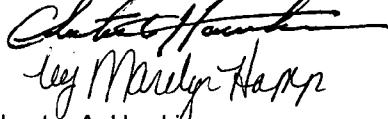
RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | UDREN | 88867 | 40.00 |
| SHERIFF HAWKINS | UDREN | 88867 | 60.00 |

Sworn to Before Me This

So Answers,

____ Day of _____ 2007


Chester A. Hawkins
Sheriff

UDREN LAW OFFICES, P.C.
MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400 pleadings@udren.com

ATTORNEY FOR PLAINTIFF

Wells Fargo Bank, N.A., as
Trustee for Option One
Mortgage Loan Trust 1999-A
Asset-Backed Certificates,
Series 1999-A

Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-703-CD

v.

Brad Dodson a/k/a Brad A.
Dodson
Debra Dodson a/k/a Debra A.
Dodson

Defendant

FILED *ICC & Cert
m/11/15 cm of disc issued
FEB 19 2008 to Udren*

William A. Shaw
Prothonotary/Clerk of Courts

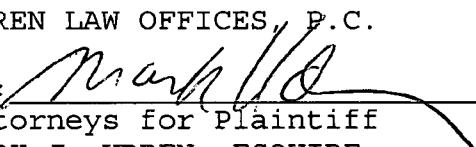
PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly mark the above DISCONTINUED WITHOUT PREJUDICE,
upon payment of your costs only.

DATED: February 4, 2008

UDREN LAW OFFICES, P.C.

BY: 
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

07040415

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Wells Fargo Bank, N.A.
Option One Mortgage Loan Trust

Vs. No. 2007-00703-CD
Brad Dodson
Debra Dodson

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 19, 2008, marked:

Discontinued without prejudice

Record costs in the sum of \$85.00 have been paid in full by Mark J. Udren Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of February A.D. 2008.

William A. Shaw *cm*

William A. Shaw, Prothonotary

FILED
2008-34301
JUN 05 2008

W.A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
BY: Michele M. Bradford, Esquire, ID No. 69849
Jenine R. Davey, Esquire, ID No. 87077
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEYS FOR PLAINTIFF

| | | |
|--|---|-----------------------|
| Wells Fargo Bank, NA, s/b/m Wells Fargo Home | : | Court of Common Pleas |
| Mortgage, Inc., f/k/a Norwest Mortgage, Inc. | : | |
| 3476 Stateview Boulevard | : | |
| Fort Mill, SC 29715 | : | |
| Plaintiff | : | Civil Division |
| vs. | : | |
| James Stump | : | Clearfield County |
| Tanya Stump | : | |
| Section 14 Lot 371 Treasurer Lake | : | |
| a/k/a 236 Port Au Prince Road | : | |
| DuBois, PA 15801 | : | No. 08-CD-0703 |
| Defendants | : | |

MOTION TO DIRECT THE SHERIFF TO FILE AFFIDAVIT OF SERVICE

1. Plaintiff commenced the instant mortgage foreclosure action by filing a Complaint on April 17, 2008. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked as Exhibit "A".
2. The Sheriff of Clearfield County was requested to serve the Complaint upon the Defendants.

3. On April 21, 2008, the Sheriff's office verbally advised counsel for Plaintiff that James Stump and Tanya Stump were served on April 21, 2008 at 216 East Weber Avenue, Apartment B, DuBois, PA 15801.

4. On May 30, 2008, Plaintiff sent the Defendants a ten day letter notifying them of its intention to file a default judgment.

5. To date, the Clearfield County Sheriff's office has not filed the Affidavit of Service, which was made on April 21, 2008.

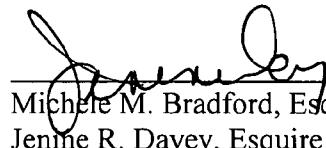
6. Plaintiff is unable to enter judgment and praecipe for a writ of execution until the Sheriff's office files the Affidavit of Service of the Complaint with the Prothonotary. Interest accrues at the rate of \$8.27 per day on this mortgage account. Additionally, the Plaintiff continues to advance funds for real estate taxes and hazard insurance at its own expense.

7. The Plaintiff is greatly prejudiced by the delay in the filing of the Sheriff's Affidavit of Service.

WHEREFORE, Plaintiff respectfully requests that the Court enter an Order directing the Sheriff of Clearfield County to file the Affidavit of Service of the Complaint with the Prothonotary within seven days.

Respectfully submitted,
PHELAN HALLINAN & SCHMIEG, LLP

6/4/08
Date



Michele M. Bradford, Esquire
Jenne R. Davey, Esquire
Attorneys for Plaintiff

EXHIBIT A

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
JUDITH T. ROMANO, ESQ., Id. No. 58745
SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
MICHAEL E. CARLETON, ESQ., Id. No. 203009
VIVEK SRIVASTAVA, ESQ., Id. No. 202331
JAY B. JONES, ESQ., Id. No. 86657
PETER MULCAHY, ESQ., Id. No. 61791
ANDREW SPIVACK, ESQ., Id. No. 84439
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 116604

ATTORNEY FOR PLAINTIFF

WELLS FARGO BANK, N.A., S/B/M
WELLS FARGO HOME MORTGAGE, INC.,
F/K/A NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

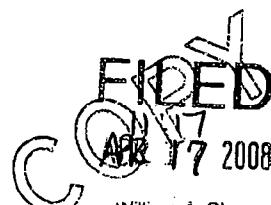
COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 08-703-cd

CLEARFIELD COUNTY


William A. Shaw
Prothonotary/Clerk of Courts

JAMES H. STUMP
TANYA L. STUMP
787 TREASURE LAKE
DU BOIS, PA 15801

Defendants

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

We hereby certify the
within to be a true and
correct copy of the
original filed of record

NOTICE

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

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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

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

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

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

1. Plaintiff is

WELLS FARGO BANK, N.A., S/B/M
WELLS FARGO HOME MORTGAGE, INC.,
F/K/A NORWEST MORTGAGE, INC.
3476 STATEVIEW BOULEVARD
FORT MILL, SC 29715

2. The name(s) and last known address(es) of the Defendant(s) are:

JAMES H. STUMP
TANYA L. STUMP
787 TREASURE LAKE
DU BOIS, PA 15801

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 06/30/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to TOWNE & COUNTRY MORTGAGE CORPORATION which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Mortgage Book No. 1947, Page 302. By Assignment of Mortgage recorded 07/02/1998 the mortgage was assigned to PLAINTIFF which Assignment is recorded in Assignment of Mortgage Book No. 1947, Page 313. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 07/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

| | |
|-------------------------------|--------------------|
| Principal Balance | \$40,265.72 |
| Interest | \$2,638.13 |
| 06/01/2007 through 04/14/2008 | |
| (Per Diem \$8.27) | |
| Attorney's Fees | \$1,250.00 |
| Cumulative Late Charges | \$54.42 |
| 06/30/1998 to 04/14/2008 | |
| Cost of Suit and Title Search | <u>\$550.00</u> |
| Subtotal | \$44,758.27 |
| Escrow | |
| Credit | \$0.00 |
| Deficit | \$287.59 |
| Subtotal | <u>\$287.59</u> |
| TOTAL | \$45,045.86 |

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.

10. This action does not come under Act 91 of 1983 because the mortgage is FHA-insured.

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$45,045.86, together with interest from 04/14/2008 at the rate of \$8.27 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JENINE R. DAVEY, ESQUIRE
MICHAEL E. CARLETON, ESQUIRE
VIVEK SRIVASTAVA, ESQUIRE
JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain tract of land, designated as Lot No. 371, Section No. 14A, Haiti, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, of Pennsylvania, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed by Ronald Lee Waters, et ux to Michael A. Buerk, by deed dated August 31, 1989 and recorded October 27, 1989 in Clearfield County Deed Book 1310 at page 311.

PREMISES BEING: SECTION 14A, LOT 371 TREASURE LAKE A/K/A 236 PORT AU PRINCE ROAD

PARCEL NO: 128C02-14A-00371-21

The Grantor herein has no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania having been or which is presently disposed of, on, or about the property described in this Deed.

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief.

Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsifications to authorities.



203009

Attorney for Plaintiff

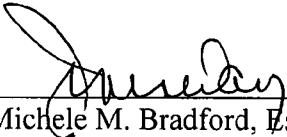
DATE: 4/14/08

VERIFICATION

The undersigned hereby state that they are the attorneys for the Plaintiff in this action, that they are authorized to make this Verification, and that the statements made in the foregoing Motion to Direct Sheriff to file Affidavit of Service and Brief in support thereof are true and correct to the best of their knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

PHELAN HALLINAN & SCHMIEG, LLP

6/4/08
Date



Michele M. Bradford, Esquire
Jenine R. Davey, Esquire
Attorneys for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
BY: Michele M. Bradford, Esquire, ID No. 69849
Jenine R. Davey, Esquire, ID No. 87077
One Penn Center at Suburban Station
1617 JFK Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Wells Fargo Bank, NA, s/b/m Wells Fargo Home
Mortgage, Inc., f/k/a Norwest Mortgage, Inc.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff

vs.

James Stump
Tanya Stump
Section 14 Lot 371 Treasurer Lake
a/k/a 236 Port Au Prince Road
DuBois, PA 15801
Defendants

ATTORNEYS FOR PLAINTIFF

Court of Common Pleas

Civil Division

Clearfield County

No. 08-CD-0703

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Direct Sheriff to File
Affidavit of Service and Brief in Support thereof were served upon the following interested
parties via first class mail on the date indicated below:

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

Peter F. Smith, Esquire
30 South 2nd Street
PO Box 130
Clearfield, PA 16830-2347
(Sheriff's Solicitor)

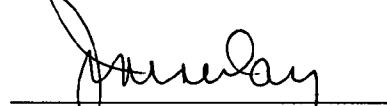
James Stump
Tanya Stump
Section 14 Lot 371 Treasurer Lake
a/k/a 236 Port Au Prince Road
DuBois, PA 15801

James Stump
Tanya Stump
216 East Weber Avenue
Apartment B
DuBois, PA 15801

James Stump
Tanya Stump
787 Treasure Lake
DuBois, PA 15801

6/4/08
Date

PHELAN HALLINAN & SCHMIEG, LLP



Michele M. Bradford, Esquire
Jenine R. Davey, Esquire
Attorneys for Plaintiff

FILED

JUN 05 2008

William A. Shaw
Prothonotary/Clerk of Courts