

2007-763-CD

Bayview Fin. Vs Peter M. Canale et al

07-763-CD  
Bayview Fin. Vs Peter M. Canale

MATTLEMAN, WEINROTH & MILLER, P.C.  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO. 46450  
401 ROUTE 70 EAST, SUITE 100  
CHERRY HILL, NEW JERSEY 08034  
(856) 429-5507

ATTORNEY FOR PLAINTIFF

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,  
vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO.

2007-763-CV

FILED

MAY 15 2007  
0 / 3:30 / 00  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 cent to Party  
3 cent to Sheriff

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

Aug 6, 2007 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*William A. Shaw*

Deputy Prothonotary

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIEREDEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LADEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIAESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE ENFORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SINPREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO OSUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABODAGO INMEDIATAMENTE. SI NO TIENEABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA PUEDECONSEGUIR ASISTENCIA LEGAL.

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

MATTELMAN, WEINROTH & MILLER, P.C.  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO. 46450  
401 ROUTE 70 EAST, SUITE 100  
CHERRY HILL, NEW JERSEY 08034  
(856) 429-5507  
**ATTORNEY FOR PLAINTIFF**

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,  
vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO.

CIVIL ACTION COMPLAINT

CIVIL ACTION COMPLAINT

1. Plaintiff, Bayview Financial Property and Trust, is a validly existing trust with an address of 4425 Ponce De Leon Blvd., 5<sup>th</sup> Floor, Coral Gables, FL 33146. Plaintiff is the owner of a certain property located at 114 Lingle Street, Osceola Mills, PA 16666 (hereinafter referred to as "Premises").
2. Defendants, Peter W. Canale, Traci L. Cox and Tenant/Occupants are adult individuals who reside at 114 Lingle Street, Osceola Mills, PA 16666.
3. On or about October 25, 2005, the Defendants entered into an Agreement with RECA Limited Partnership to lease/purchase the property known as 114 Lingle Street, Osceola Mills, PA 16666. The term of the Agreement was for fifteen (15) years. (A copy of the Agreement is attached hereto and made a part hereof as Exhibit "A").

4. RECA Limited Partnership transferred the Premises to Plaintiff subject to the leasehold of the Defendants on June 29, 2006. Said Deed was subsequently recorded in the Recorder of Deeds for Clearfield County under Instrument Number 200612767. A copy of the Deed is attached hereto and made a part hereof as Exhibit "B".
5. The monthly rental for the Premises was \$247.91, which was due and payable on the first day of each month. In the event the monthly payment was not made within ten (10) days of the date due, the Agreement provided for the assessment of a ten (10%) percent late fee.
6. In addition to making the monthly payments as set forth herein, Defendants were also required to pay the taxes, insurance and other assessments for the benefit of the Premises.
7. Defendants have failed and refused to make monthly payments as they became due and owing from August 1, 2006 through May 1, 2007 inclusive. The aggregate amount due for said period, including late fees and unpaid assessments is \$2,940.01. Defendants have failed and refuse to pay the outstanding amounts due as set forth herein.
8. By virtue of their failure to pay all rent and other charges due under the Agreement, Defendants are in breach of their obligations thereunder.

**COUNT I**

**EJECTMENT**

9. The allegations contained in Paragraphs 1 though 8 inclusive are incorporated herein by reference as though set forth at length.
10. On October 10, 2006, Plaintiff served Defendants with a thirty (30) day Notice with intent to terminate. Defendants refused to vacate the Premises after the expiration of the thirty (30) day termination period. (A copy of the Notice is attached hereto and made a part hereof as Exhibit "C").

11. By virtue of Defendants' breach of their obligations under the Agreement and by virtue of Plaintiff's termination of the Lease, Plaintiff is entitled to possession of the Premises.

WHEREFORE, the Plaintiff demands judgment against Defendants for possession of the Premises.

**COUNT II**

**MONEY DAMAGES**

12. The allegations contained in Paragraphs 1 though 11 inclusive are incorporated herein by reference as though set forth at length.

13. Pursuant to the Agreement, Defendants are indebted to Plaintiff for unpaid rent, late fees and assessments in the amount of \$2,940.01. Additional rent and other charges may accrue subsequent to the filing of this Complaint.

WHEREFORE, the Plaintiff demands judgment in its favor and against Defendants in the amount of \$2,940.01, plus additional charges for rent and other charges which may become due and payable between the filing of this Complaint and Trial.

MATTLEMAN, WEINROTH & MILLER, P.C.

BY:

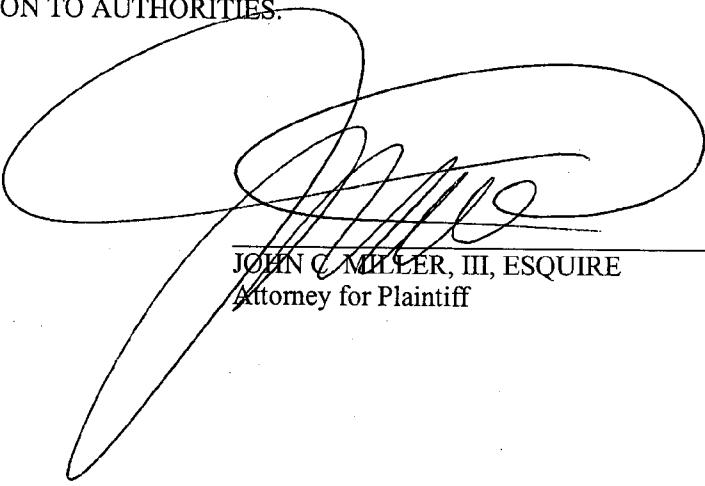
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, JOHN C. MILLER, III, ESQUIRE, being duly sworn according to law, deposes and says that he is the attorney for Plaintiff and that he is authorized to make this Verification on behalf of Plaintiff, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

THE UNDERSIGNED UNDERSTANDS THAT FALSE STATEMENTS HEREIN ARE  
MADE SUBJECT TO THE PENALTIES OF 18 P.A.C.S. SECTION 4904 RELATING TO  
UNSWORN FALSIFICATION TO AUTHORITIES.

DATE:

  
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

***Exhibit "A"***

*Need to sign (attest)*  
**AGREEMENT FOR DEED**  
(Land Contract)

*TAB*

**THIS AGREEMENT FOR DEED** is entered into on this 25<sup>th</sup> day of October 2005 between RECA Limited Partnership hereafter known as the "Seller" and Peter W. Canale & Traci L. Cox hereafter known as the "Purchaser".

**WITNESSETH** that if Purchaser shall first make the payments and perform the covenant(s) hereafter described:

1. **SELLER** hereby covenant(s) and agree(s) to convey and assure to the Purchaser and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: 114 Lingle Street, in the County of Clearfield, the city of Osceola Mills, the State of Pennsylvania and further known and described as follows, to-wit:

**SEE Attachment "A" FOR LEGAL DESCRIPTION OF PROPERTY**

2. **PURCHASER** hereby covenant(s) and agree(s) to pay to the Seller the sum of Twenty-four Thousand, Nine Hundred Dollars and no/cents, (\$24,900.00) in the manner as follows: Five Hundred Dollars and no/cents, (\$500.00);

**THIS DOWN PAYMENT IS NON-REFUNDABLE** PWC TC

shall be paid at the signing of this agreement and the remaining Twenty-four Thousand, Four Hundred Dollars and no cents (\$24,400.00) shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of nine percent (9.0%) per annum, payable monthly on the whole sum remaining from time to time unpaid;

3. **AND TO PAY ALL TAXES**, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year of 2005.

4. **AND TO KEEP THE BUILDINGS UPON SAID PREMISES INSURED BY SOME COMPANY SATISFACTORY TO THE SELLER**, and payable to the parties, respectively as their interest may appear in the sum not less than Twenty-four Thousand, Four Hundred Dollars and no/cents (\$24,400.00) during the term of this agreement.

5. **AND IF ANY TAXES, INSURANCE OR OTHER ASSESSMENTS** are not paid then this agreement is in default, and at the option of the Seller, the seller can pay said taxes, insurance or other assessments and add the payments made plus up to 50% of that payment as penalty to the principal balance due.

6. **IT IS MUTUALLY AGREED**, by and between the parties hereto, that the Seller transfers the said property to the Purchaser in strictly "**AS IS**" condition PWC TC

and the **Purchaser(s)** are solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding **Four months (4)** and maintaining the property in good state of repairs during the term of this agreement.

7. **AND IN CASE OF FAILURE OF THE PURCHASER** to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into, or transfer of any ownership interest in this "Agreement" by Purchaser, this contract, at the option of the Seller, may be forfeited and terminated, and the Purchaser shall forfeit all payments made by him/her/them on this contract; and such payments may be retained by the Seller in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore.

8. **CONVERSION TO "MONTH TO MONTH" TENANCY**; upon the Seller exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the Purchaser and in all claiming Lender(s), the Purchaser shall wholly cease and terminate, and the Purchaser shall be deemed a "month to month" tenant. The Purchaser now known as "Tenant", agrees to surrender the said property to the Seller without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear

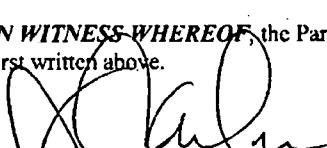
and tear alone accepted within thirty (30) days after notice of termination. After termination by the Seller pursuant to this paragraph;

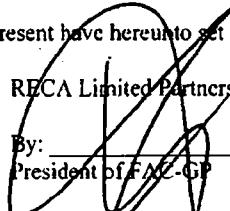
9. **THE PURCHASER SHALL** then pay rent in an amount equal to the principal and the interest payment stated herein and the Purchaser acknowledges that the Seller will initiate an action to evict the Purchaser when any rent payment is more than thirty (30) days late. In the event the Purchaser neglects or refuses to surrender such possession it shall be lawful for the Seller to enter upon and take possession of the said property without notice and remove all persons and their personal property. Seller may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of **Clearfield County**, to evidence the existence of his/hers/theirs election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded, shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the Purchaser and the Seller election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the Purchaser and all improvements constructed in or upon the said property shall be retained by the Seller as compensation for the use and occupancy thereof by the Purchaser, consideration for the execution of this Agreement and liquidation damages to the Seller for such default. The Seller in the event of default by the Purchaser, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.

10. **THE PURCHASER ACKNOWLEDGES** that upon termination of this agreement by the Seller and Purchaser becomes a "month to month" tenant with a monthly rent equal to **Two Hundred, Forty-seven Dollars and ninety-one cents (\$247.91)**.

11. **IT IS MUTUALLY AGREED**, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties. *At the option of the Seller, Purchaser* further agrees to convert these documents to a Deed and Mortgage and provide the seller updated financial information.

**IN WITNESS WHEREOF** the Parties to these present have hereunto set their hands and seals the day and year first written above.

  
Witness  
Print Name: Jessica Carter

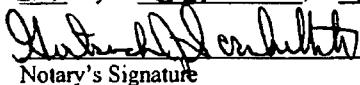
  
RECA Limited Partnership

By: \_\_\_\_\_  
President of RECA GP

  
Witness  
Print Name: Cindy Bowen

SWORN and subscribed before me on

29 day of Oct, 2005

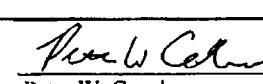
  
Notary's Signature

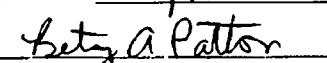
Notary Public for the State of South Carolina

My Commission Expires: Aug 24, 2012 (Seal)



  
Witness  
Print Name: Betsy A. Patton

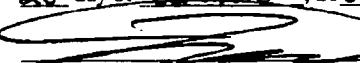
  
Peter W. Canale

  
Witness  
Print Name: Betsy A. Patton

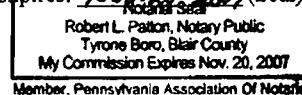
  
Traci L. Cox

SWORN and subscribed before me on this

26 day of October, 2005

  
Notary's Signature

Notary Public for the State of **Pennsylvania**  
My Commission Expires: **Nov. 20, 2007**



**NOTARY**

## ATTACHMENT "A" – LEGAL DESCRIPTION

**THIS AGREEMENT** is secured by the property listed below between RECA Limited Partnership and Peter W. Canale & Traci L. Cox:

Street Address: 114 Lingle Street

Osceola Mills, PA 16666

Description:

**ALL THAT CERTAIN lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:**

Beginning at a post on the public road leading from Osceola Mills to Philipsburg, at the corner lot No. 1, according to the general plan of Osceola Borough; thence in a westerly direction along line of said Lot No. 1, One Hundred fifty (150) feet to a post on the line of Millward Alley; thence in northerly direction along the line of said Millward Alley, forty (40) feet to a post on the corner of Lot No. 3; thence in an easterly direction along the said Lot No. 3, one hundred fifty (150) feet to a post on the public road; thence in a southerly direction along the line of said public road, fifty (50) feet to the post and corner of lot No. 1 and place of beginning being Lot No. 2 of the plan or plot of lots as laid out by John G. Millward in Osceola Mills, Pennsylvania.

Excepting and reserving nevertheless, all the stone, coal and mineral beneath the surface of the soil together with the right of free ingress, egress, and regress and search for, dig and carry away the same also the right to make any necessary apertures for air in the said surface or for the other purposes to enable the owner of the mineral right to obtain the coal or mineral reserved.

Further known as 114 Lingle Street, Osceola Mills, Pennsylvania 16666

Tax Parcel No.: 16-013-377-102

Initial PJC TCC

**"CERTIFICATION"**

**I/WE, THE PURCHASER**, hereby certify that I/We have been informed by the Seller that it is advisable when entering into an "Agreement for Deed" for real estate to obtain legal advise from an attorney. I/We the Purchaser have decided not to consult an attorney and I/We have made that decision outside the presence of the Seller. I/We further certify this "Certification" was signed outside the presence of Seller.

Betsy A. Patton

Witness

Print Name: Betsy A. Patton

Betsy A. Patton

Witness

Print Name: Betsy A. Patton

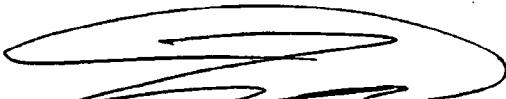
Peter W. Canale

Peter W. Canale

Traci L. Cox

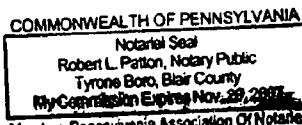
Traci L. Cox

SWORN and subscribed before me on this  
26<sup>th</sup> day of October, 2005

  
Notary's Signature

Notary Public for the State of Penns  
My Commission expires: Nov. 20, 2007 (Seal)

**NOTARY**



## Purchase Money Note

25<sup>th</sup> Day of October 2005

\$ 24,400.00

**FOR VALUE RECEIVED**, the undersigned promises to pay to the order of RECA Limited Partnership or its assigns:

SEND PAYMENT TO: RECA Limited Partnership  
P.O. Box 1996  
Irmo, SC 29063

**THE PRINCIPAL SUM** of Twenty-four Thousand, Four Hundred Dollars and no/cents (\$24,400.00) as follows:

**BEARING INTEREST** at the rate of nine percent (9.0%) per annum from date hereof in monthly installments of Two Hundred, Forty-seven Dollars and ninety-one/cents (\$247.91) each payment beginning the 1<sup>st</sup> day of each month beginning on December 1<sup>st</sup>, 2005 each payment shall be applied first to any late fees or other fees associated with this promissory note, then the accrued interest will be calculated from payment to payment on the unpaid principal balance at the rate of nine percent (9.0%) the remainder thereof to the unpaid principal balance, and the entire remaining unpaid principal balance together with accrued interest to date shall become due and payable in full on the 1<sup>st</sup> day of November in the year 2020. All payments not received on or before the 10<sup>th</sup> of the month will be subject to a 10% late fee. If a check is returned for ANY REASON a charge of \$ 25.00 will be applied.

**THIS NOTE**, is secured by an "AGREEMENT FOR DEED" on the following property:

Address: 114 Lingle Street  
City, State, Zip: Osceola Mills, PA 16666  
County: Clearfield Tax Map: # 16-013-377-102

**IT IS SPECIFICALLY AGREED** that the makers hereof shall have the right of prepayment at any time without the penalty of additional interest so long as accrued interest on the unpaid principal is paid as herein provided.

**AND THAT UPON FAILURE** to make the payment or any part thereof, at the time when due, then the unpaid principal balance hereof plus interest shall, at the option of the holder of this note, at once becomes due and payable.

If this note is placed in the hands of an attorney for collection by suit or otherwise, I/We will pay, on demand, any attorney's fees and related expenses that the holder of this note incurs.

**ALL PARTIES HERETO**, makers, endorsers, sureties, Guarantors, or otherwise, severally waive protest, demand, presentment and notice of dishonor and the holder may grant extensions of the time of payment of this note, or a part thereof, without any release of liability as to parties secondarily liable, who hereby waive notice, as to such extension, and against whom recourse is, in such event, expressly reserved.

Betsy A. Patton  
Witness  
Print Name: Betsy A. Patton

Peter W. Canale  
Peter W. Canale

Betsy A. Patton  
Witness  
Print Name: Betsy A. Patton

Traci L. Cox  
Traci L. Cox

SWORN and subscribed before me on this  
26<sup>th</sup> day of October, 2005

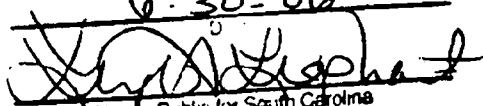
\_\_\_\_\_  
Notary's Signature  
Notary Public for the State of Penns  
My commission expires: 1/20/2007 (Seal)

**NOTARY**

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Robert L. Patton, Notary Public  
Tyrone Boro, Blair County  
My Commission Expires Nov. 20, 2007  
Member, Pennsylvania Association Of Notaries

***Exhibit "B"***

CERTIFIED TRUE COPY  
of original

6-30-01  
  
Notary Public for South Carolina  
J-22-15

**SPECIAL WARRANTY DEED** My Commission Expires

THIS INDENTURE MADE THE 29th day of June, 2006 Between **Reca Limited Partnership**, (Herein called the GRANTOR), **Bayview Financial Property Trust**, (Herein called the GRANTEE), of the other part,

WITNESSETH That the said GRANTOR, for and in consideration of the sum of **Twenty Three Thousand Nine Hundred Ninety Six Dollars and 79/100 (\$23,996.79)** lawful money of the United States of America and other valuable consideration, unto it well and truly paid by the GRANTEE, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release, confirm unto the said Grantee, their Heirs and Assigns, the following described real property, to wit:

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATED IN THE BOROUGH OF OSCEOLA MILLS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON THE PUBLIC ROAD LEADING FROM OSCEOLA MILLS TO PHILIPSBURG, AT THE CORNER OF LOT NO. 1, ACCORDING TO THE GENERAL PLAN OF OSCEOLA BOROUGH; THENCE IN A WESTERLY DIRECTION ALONG LINE OF SAID LOT NO. 1, ONE HUNDRED FIFTY (150) FEET TO A POST ON THE LINE OF MILLWARD ALLEY; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF SAID MILLWARD ALLEY, FORTY (40) FEET TO A POST ON THE CORNER OF LOT NO. 3; THENCE IN AN EASTERLY DIRECTION ALONG THE LINE OF SAID LOT NO. 3, ONE HUNDRED FIFTY (150) FEET TO A POST ON THE PUBLIC ROAD; THENCE IN A SOUTHERLY DIRECTION ALONG THE LINE OF SAID PUBLIC ROAD, FIFTY (50) FEET TO THE POST AND CORNER OF LOT NO. 1 AND PLACE OF BEGINNING. BEING LOT NO. 2 OF THE PLAN OR PLOT OF LOTS AS LAID OUT BY JOHN G. MILLWARD IN OSCEOLA MILLS, PENNSYLVANIA.

EXCEPTING AND RESERVING NEVERTHELESS, ALL THE STONE, COAL AND MINERAL BENEATH THE SURFACE OF THE SOIL, TOGETHER WITH THE RIGHT OF FREE INGRESS, EGRESS, AND REGRESS AND SEARCH FOR, DIG AND CARRY AWAY THE SAME ALSO THE RIGHT TO MAKE ANY NECESSARY APERTURES FOR AIR IN THE SAID SURFACE OR FOR THE OTHER PURPOSES TO ENABLE THE OWNER OF THE MINERAL RIGHT TO OBTAIN THE COAL OR MINERAL RESERVED.

PARCEL ID NO.: 16-013-377-102

Further Known as: 114 Lingle St., Osceola Mills, PA

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply:

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
2. All valid oil, gas and mineral rights, interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor that affect the Property and any portion(s) thereof,
5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and any conditions that would be revealed by a physical inspection and survey of the Property.

**TITLE TO SAID PREMISES VESTED IN** Reca Limited Partnership by Deed from HomEq Servicing Corporation f/k/a TMS Mortgage Inc. d/b/a The Money Store, dated May 18, 2004, recorded June 7, 2004 in Instrument No. 200409050

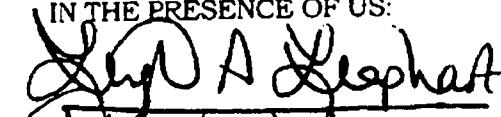
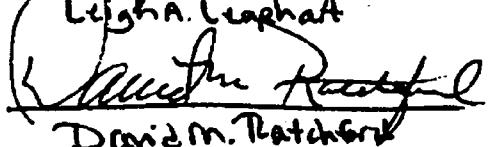
TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto the hereby granted premises belonging, or in any wise appertaining, and the reversions and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

**TO HAVE AND TO HOLD** the said lot or piece of ground above described with the buildings and improvements, messuage or tenement thereon erected hereditaments and premises hereby granted, or mentioned, and intended so to be, with appurtenances, unto the said Grantee, their Heirs and Assigns, to and for the only proper use by said Grantee, their Heirs and Assigns forever.

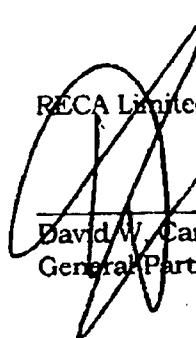
AND the said Grantor, for itself, its Successors and Assigns, does by these presents, covenant, promise use by said Grantee, their Heirs and Assigns, that it the said Grantor, and its Successors and Assigns, all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against it, the said Grantor, and its Successors and Assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, the said Grantor, or any of them, shall and will subject as aforesaid **SPECIALLY WARRANT** and forever **DEFEND**.

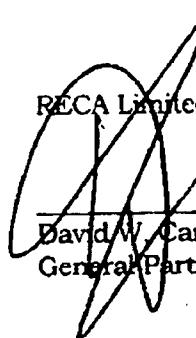
**IN WITNESS WHEREOF** the undersigned has set his/her hand and seal, for and on behalf of the said grantor, Reca Limited Partnership.

IN THE PRESENCE OF US:

  
Leigh A. Leaphart  
  
David M. Tatchford

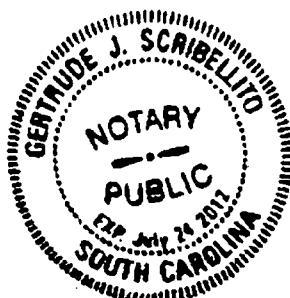
STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

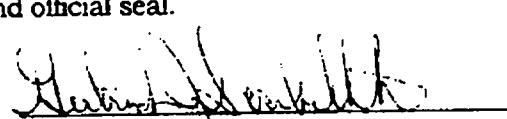
  
RECA Limited Partnership

  
David W. Campbell, President FAC  
General Partner

On this, the 29<sup>th</sup> day of June, 2006, before me the undersigned officer, personally appeared David W. Campbell, who acknowledged himself/herself to be the President of FAC general partner to Reca Limited Partnership, and that he/she as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the names of the corporation.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.



  
Notary Public

My commission expires: July 24, 2012

NOTICE DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND NOTICE RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE /HAVE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

NOTICE. THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE (S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 & 1.

BAYVIEW FINANCIAL PROPERTY TRUST

By: \_\_\_\_\_

Witness

**ASSIGNMENT OF SELLER'S INTEREST  
IN AGREEMENT FOR DEED (LAND CONTRACT)**

BV# 324709

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED, RECA Limited Partnership, a South Carolina Limited Partnership, WHOSE ADDRESS IS PO Box 1996, Irmo, SC 29063, (COLLECTIVELY, ASSIGNOR) BY THESE PRESENTS DOES CONVEY, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER AND SET OVER ALL OF ASSIGNOR'S RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN AGREEMENT FOR DEED (LAND CONTRACT) BETWEEN RECA LIMITED PARTNERSHIP ("SELLER") AND PETER W. CANALE AND TRACI L. COX ("BORROWER") TOGETHER WITH THE CERTAIN NOTE(S), IF ANY, DESCRIBED THEREIN WITH ALL INTEREST, ALL LIENS, AND ANY RIGHTS DUE OR TO BECOME DUE THEREON TO:

**BENEFICIARY:** BAYVIEW FINANCIAL PROPERTY TRUST,  
A DELAWARE BUSINESS TRUST

**BORROWER:** PETER W. CANALE AND TRACI L. COX  
**PROPERTY ADD:** 114 LINGLE ST, OSCEOLA MILLS, PA, 16666

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AS A SEALED INSTRUMENT BY IT'S PROPER OFFICER WHO WAS DULY AUTHORIZED BY A RESOLUTION OF IT'S BOARD OF DIRECTORS.

DATED: \_\_\_\_\_

**Reca Limited Partnership,**  
A South Carolina limited partnership

By: Financial Assistance Corp.,  
Its General Partner

By: David W. Campbell Jr., President

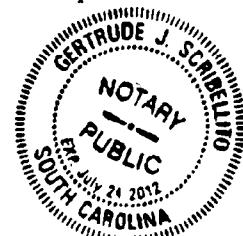
SOUTH  
STATE OF CAROLINA )  
 ) SS  
COUNTY OF RICHLAND)

On \_\_\_\_\_, before me, a notary public for an within the said county, personally appeared, David W. Campbell, Jr., President of Financial Assistance Corporation, the general partner of RECA Limited Partnership, a South Carolina Limited Partnership, whose address is PO Box 1996, Irmo, SC 29063, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

By: Gertrude J. Scribellio  
Notary Public

My commission expires:



***Exhibit "C"***



Mattleman, Weinroth & Miller, P.C.

ATTORNEYS-AT-LAW

401 Route 70 East, Suite 100 • Cherry Hill, New Jersey 08034

Tel: 856.429.5507 • Fax: 856.429.9036

[www.mwm-law.com](http://www.mwm-law.com)

Robert W. Cusick

[rcusick@mwm-law.com](mailto:rcusick@mwm-law.com)

Member of NJ & PA Bars

Our File: 902.68188

October 10, 2006

TO: Peter M. Canale  
141 Lingle Street  
Osceola, Mills, PA 16666

Traci L. Cox  
141 Lingle Street  
Osceola, Mills, PA 16666

FROM: Bayview Financial Property Trust  
4424 Ponce De Leon Blvd.  
5<sup>th</sup> Floor  
Coral Gables, FL 33146

We hereby give notice that Peter M. Canale and Traci L. Cox, are in default of its obligations under the Lease Agreement which it entered into on October 25, 2005 for property located at 141 Lingle Street, Osceola Mills, PA. Peter M. Canale and Traci L. Cox have failed to fulfill its obligations under the written lease dated October 25, 2005 in the following particulars:

1. Failure to pay rent as of August 1, 2006.

It is hereby demanded that Peter m. Canale and Traci L. Cox immediately cure its defaults. Failure to do so shall require the Landlord to pursue any and all remedies it may have under the lease or at law with respect to your tenancy. Nothing contained in this letter shall constitute a waiver as to any rights Landlord may have under the lease or applicable law.

As a result of the foregoing defaults, Peter m. Canale and Traci L. Cox are hereby notified that said lease agreement shall terminate on November 10, 2006. At or before that time, Peter M. Canale and Traci L. Cox are to deliver possession of the leased premises to Landlord. If Peter M. Canale and Traci L. Cox fail to do so, legal proceedings will be instituted against Peter M. Canale and Traci L. Cox for the purpose of recovering possession of the leased premises as well as monetary damages, punitive damages, attorneys fees and costs.

Very Truly yours,  
MATTLEMAN, WEINROTH & MILLER, P.C.

ROBERT W. CUSICK, ESQUIRE

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, (the Act) 15  
U.S.C. SECTION 1692 AS AMENDED**

1. The law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for the purpose of collecting a debt.
2. The amount of the debt is stated in the attached letter, or Complaint
3. The Plaintiff named in the attached letter or complaint is the creditor to whom the debt is owed, or is the servicing agent for the creditor to whom the debt is owed. The undersigned attorney represents the interests of the Plaintiff.
4. The debt described in the letter or complaint will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
6. If the creditor named as Plaintiff in the attached letter or complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
7. **FEDERAL LAW GIVES YOU THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE TO DISPUTE THE VALIDITY OF THE DEBT OR ANY PART OF IT. THE LAW DOES NOT REQUIRE THAT WE WAIT UNTIL THE END OF THE THIRTY-DAY PERIOD TO CONTINUE WITH THE SUBJECT LEGAL ACTION. IF, HOWEVER, YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY-DAY PERIOD THAT BEGINS WITH YOUR RECEIPT OF THIS LETTER, THE LAW REQUIRES THAT WE SUSPEND OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE MORTGAGE AND NOTE, INCLUDING SEEKING A DEFAULT IN THE FORECLOSURE SUIT FOR YOUR FAILURE TO RESPOND TO THE ATTACHED COMPLAINT WITHIN THE TIME REQUIRED UNDER THE SUMMONS, UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. IF YOU REQUEST VALIDATION OF THE DEBT, AS STATED HEREIN, YOU ARE UNDER NO OBLIGATION TO RESPOND TO THE SUMMONS AND COMPLAINT UNTIL WE RESPOND WITH THE REQUESTED INFORMATION**
8. Written requests should addressed to Law Offices of Mattleman, Weinroth & Miller, 401 Route 70 East, Suite 100, Cherry Hill, NJ 08034, Attn: Foreclosure Department.
9. This is attempt to collect a debt, and any information obtained will be used for that purpose.  
However, if you have previously received a discharge in Bankruptcy, this correspondence is not and should not be construed as an attempt to collect a debt, but only enforcement of a lien against your property.

Name and Address of Sender

Mattleman, Weinroth & Miller  
401 Route 70 East, Suite 100  
Cherry Hill, NJ 08034

**See Privacy Act Statement on Reverse**

PS Form 3877, February 2002 (Page 1 of 2)

of receiving employee)

Mattleman, Weinroth & Miller  
BY: JOHN C. MILLER, ESQUIRE  
Attorney I.D. No. 46450  
401 Route 70 East, Suite 100  
Cherry Hill, New Jersey 08034  
(856) 755-1560, Attorney for Plaintiff

File No.: 902.68188

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,  
vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 2007-763-CD

**FILED**  
MAY 18 2007 4CC  
MAY 31 2007 Atty  
William A. Shaw  
Prothonotary/Clerk of Courts  
GR

MOTION TO AMEND COMPLAINT IN MORTGAGE FORECLOSURE

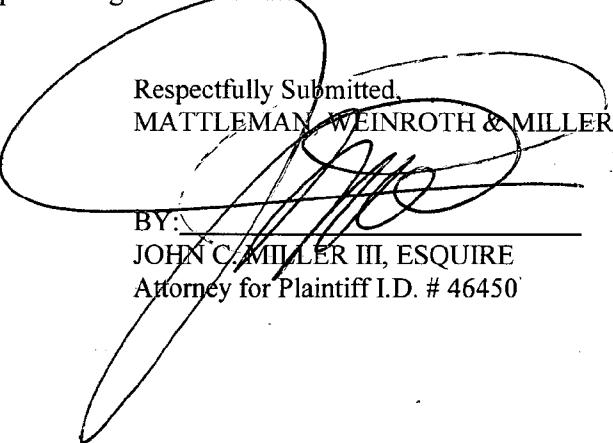
Plaintiff, Bayview Financial Property Trust , by its attorneys MATTLEMAN, WEINROTH & MILLER, moves to amend the caption of this Mortgage Foreclosure Civil Action pursuant to Pennsylvania rule of Civil Procedure 1033, to correct the caption in this action.

1. The Plaintiff, instructed its attorneys Mattleman, Weinroth & Miller to file a Civil Action Complaint in connection with the subject property located at 114 Lingle Street, Osceola Mills, Pa 16666.
2. On May 15, 2007, the Plaintiff herein filed a Civil Action Complaint against the named Defendant.
3. Said Complaint incorrectly stated the property address, and address of the Plaintiff in the caption.
4. The correct property address should be 114 Lingle Street, Osceola Mills, Pa 16666 in the caption in this Civil Action Complaint.

5. The correct address of the Plaintiff should be 4425 Ponce De Leon Blvd, 5th Floor, Coral Gables, FL 33146 in the caption in this Civil Action Complaint.
6. A copy of the proposed Amended Complaint is attached hereto as Exhibit "A".

WHEREFORE, the Plaintiff, prays and respectfully requests this Honorable Court to allow Plaintiff to amend the Complaint in Mortgage Foreclosure to reflect the correct loan information and property address, thereby correcting the pleading and proceedings from this date.

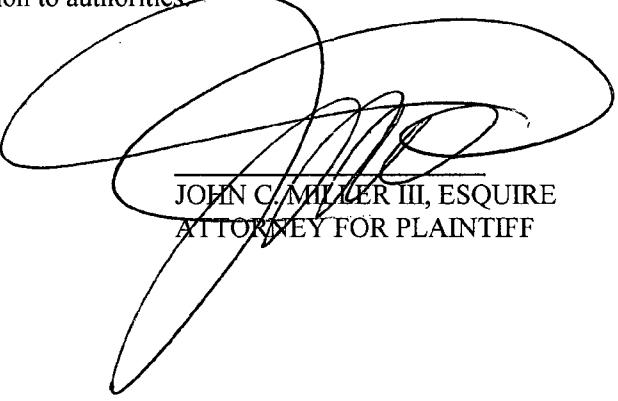
Respectfully Submitted,  
MATTLEMAN, WEINROTH & MILLER

BY:   
JOHN C. MILLER III, ESQUIRE  
Attorney for Plaintiff I.D. # 46450

VERIFICATION

John C. Miller III, Esquire hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to make this Affidavit, and that the statements made in the foregoing Motion to Amend Complaint are true and correct to the best of his 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.



JOHN C. MILLER III, ESQUIRE  
ATTORNEY FOR PLAINTIFF

Mattleman, Weinroth & Miller  
BY: JOHN C. MILLER, ESQUIRE  
Attorney I.D. No. 46450  
401 Route 70 East, Suite 100  
Cherry Hill, New Jersey 08034  
(856) 755-1560, Attorney for Plaintiff

File No.: 902.68188

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 2007-763-CD

PLAINTIFF,

vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANTS

CERTIFICATION OF SERVICE

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 I have served or caused to be served a true and correct copy of this Motion to Amend the Complaint in Mortgage Foreclosure on all parties named herein at their last known address or upon their attorney of record by first class U.S. mail, postage prepaid to the addresses listed below.

Peter M. Canale  
114 Lingle Street, Osceola Mills, Pa 16666

Traci L. Cox  
114 Lingle Street, Osceola Mills, Pa 16666

Tenant/occupant  
114 Lingle Street, Osceola Mills, Pa 16666

MATTLEMAN, WEINROTH & MILLER

BY:

John C. Miller III, Esquire  
Attorney for Plaintiff

Mattleman, Weinroth & Miller  
BY: JOHN C. MILLER, ESQUIRE  
Attorney I.D. No. 46450  
401 Route 70 East, Suite 100  
Cherry Hill, New Jersey 08034  
(856) 755-1560, Attorney for Plaintiff

File No.: 902.68188

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 2007-763-CD

PLAINTIFF,

vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANTS

AFFIDAVIT IN SUPPORT OF  
MOTION TO AMEND COMPLAINT IN MORTGAGE FORECLOSURE

COMMONWEALTH OF PENNSYLVANIA:  
SS  
COUNTY OF CLEARFIELD

I, John C. Miller III, Esquire, being duly sworn according to law, hereby depose and say that the facts set forth in the foregoing Motion to Amend Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief.

MATTLEMAN, WEINROTH & MILLER

John C. Miller III, Esquire  
Attorney ID No.: 46450

Sworn to and described  
Before me this 25 day  
of May 2007.

BEATRICE HEALEY  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 20, 2008

***Exhibit "A"***

MATTELMAN, WEINROTH & MILLER, P.C.  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO. 46450  
401 ROUTE 70 EAST, SUITE 100  
CHERRY HILL, NEW JERSEY 08034  
(856) 429-5507

**ATTORNEY FOR PLAINTIFF**

BAYVIEW FINANCIAL PROPERTY TRUST  
4425 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,  
vs.

PETER M. CANALE  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 2007-763-CD

**AMENDED 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIEREDEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE ENFORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRAS DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SINPREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO OSUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. 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 PUEDE CONSEGUIR ASISTENCIA LEGAL.

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

**MATTLEMAN, WEINROTH & MILLER, P.C.**  
**BY: JOHN C. MILLER, III, ESQUIRE**  
**ATTORNEY I.D. NO. 46450**  
**401 ROUTE 70 EAST, SUITE 100**  
**CHERRY HILL, NEW JERSEY 08034**  
**(856) 429-5507**  
**ATTORNEY FOR PLAINTIFF**

BAYVIEW FINANCIAL PROPERTY TRUST  
4425 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,  
vs.

PETER M. CANALE  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY  
DOCKET NO. 2007-763-CD

AMENDED CIVIL ACTION COMPLAINT

AMENDED CIVIL ACTION COMPLAINT

1. Plaintiff, Bayview Financial Property and Trust, is a validly existing trust with an address of 4425 Ponce De Leon Blvd., 5<sup>th</sup> Floor, Coral Gables, FL 33146. Plaintiff is the owner of a certain property located at 114 Lingle Street, Osceola Mills, PA 16666 (hereinafter referred to as "Premises").
2. Defendants, Peter W. Canale, Traci L. Cox and Tenant/Occupants are adult individuals who reside at 114 Lingle Street, Osceola Mills, PA 16666.
3. On or about October 25, 2005, the Defendants entered into an Agreement with RECA Limited Partnership to lease/purchase the property known as 114 Lingle Street, Osceola Mills, PA 16666. The term of the Agreement was for fifteen

(15) years. (A copy of the Agreement is attached hereto and made a part hereof as Exhibit "A").

4. RECA Limited Partnership transferred the Premises to Plaintiff subject to the leasehold of the Defendants on June 29, 2006. Said Deed was subsequently recorded in the Recorder of Deeds for Clearfield County under Instrument Number 200612767. A copy of the Deed is attached hereto and made a part hereof as Exhibit "B".

5. The monthly rental for the Premises was \$247.91, which was due and payable on the first day of each month. In the event the monthly payment was not made within ten (10) days of the date due, the Agreement provided for the assessment of a ten (10%) percent late fee.

6. In addition to making the monthly payments as set forth herein, Defendants were also required to pay the taxes, insurance and other assessments for the benefit of the Premises.

7. Defendants have failed and refused to make monthly payments as they became due and owing from August 1, 2006 through May 1, 2007 inclusive. The aggregate amount due for said period, including late fees and unpaid assessments is \$2,940.01. Defendants have failed and refuse to pay the outstanding amounts due as set forth herein.

8. By virtue of their failure to pay all rent and other charges due under the Agreement, Defendants are in breach of their obligations thereunder.

COUNT I

EJECTMENT

9. The allegations contained in Paragraphs 1 though 8 inclusive are incorporated herein by reference as though set forth at length.
10. On October 10, 2006, Plaintiff served Defendants with a thirty (30) day Notice with intent to terminate. Defendants refused to vacate the Premises after the expiration of the thirty (30) day termination period. (A copy of the Notice is attached hereto and made a part hereof as Exhibit "C").
11. By virtue of Defendants' breach of their obligations under the Agreement and by virtue of Plaintiff's termination of the Lease, Plaintiff is entitled to possession of the Premises.

WHEREFORE, the Plaintiff demands judgment against Defendants for possession of the Premises.

COUNT II

MONEY DAMAGES

12. The allegations contained in Paragraphs 1 though 11 inclusive are incorporated herein by reference as though set forth at length.
13. Pursuant to the Agreement, Defendants are indebted to Plaintiff for unpaid rent, late fees and assessments in the amount of \$2,940.01. Additional rent and other charges may accrue subsequent to the filing of this Complaint.

WHEREFORE, the Plaintiff demands judgment in its favor and against Defendants in the amount of \$2,940.01, plus additional charges for rent and other charges which may become due and payable between the filing of this Complaint and Trial.

MATTLEMAN, WEINROTH & MILLER, P.C.

BY:

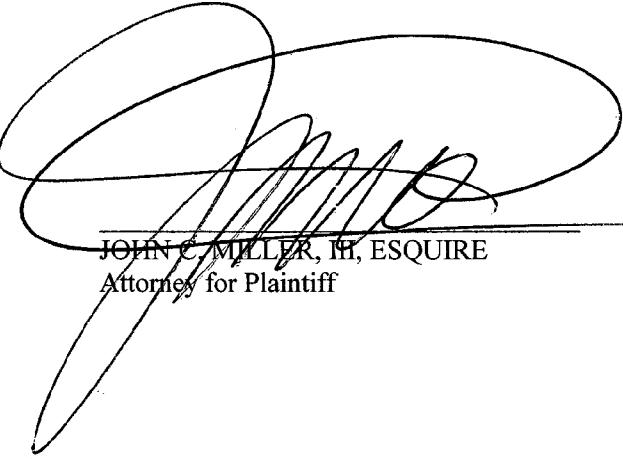
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, JOHN C. MILLER, III, ESQUIRE, being duly sworn according to law, deposes and says that he is the attorney for Plaintiff and that he is authorized to make this Verification on behalf of Plaintiff, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

THE UNDERSIGNED UNDERSTANDS THAT FALSE STATEMENTS HEREIN ARE  
MADE SUBJECT TO THE PENALTIES OF 18 P.A.C.S. SECTION 4904 RELATING TO  
UNSWORN FALSIFICATION TO AUTHORITIES.

DATE:

  
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

MATTLEMAN, WEINROTH & MILLER, P.C.  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO. 46450  
401 ROUTE 70 EAST, SUITE 100  
CHERRY HILL, NEW JERSEY 08034  
(856) 429-5507  
ATTORNEY FOR PLAINTIFF

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,  
vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 2007-763-CD

ORDER

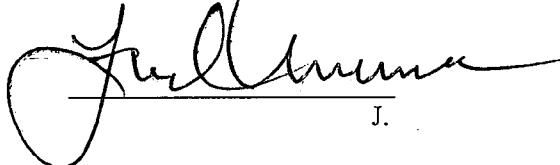
AND NOW, this

4<sup>th</sup>

Day of June, 2007, upon

consideration of the Motion of Plaintiff, Bayview Financial Property Trust Mortgage in PA, to Amend the Civil Action Complaint in Mortgage Foreclosure, it is hereby:

ORDERED AND DECREED that the Order to Amend the Civil Complaint Action include the corrected caption to read the property address as 114 Lingle Street, Osceola Mills, Pa 16666 and the Plaintiff's address as 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables FL 33146 is hereby GRANTED.

  
J.

FILED <sup>cc</sup>  
01/21/2007 Atty Miller  
JUN 05 2007  
(GP)

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

JUN 05 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: (05/07)

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

MATTELMAN, WEINROTH & MILLER, P.C.  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO. 46450  
401 ROUTE 70 EAST, SUITE 100  
CHERRY HILL, NEW JERSEY 08034  
(856) 429-5507  
ATTORNEY FOR PLAINTIFF

BAYVIEW FINANCIAL PROPERTY TRUST  
4425 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,  
vs.

PETER M. CANALE  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 2007-763-CD

*Bldg* **FILED**  
M 12:26:21 NO  
JUL 8 2 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

AMENDED 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIEREDEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIAESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE ENFORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SINPREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO OSUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. 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 PUEDE CONSEGUIR ASISTENCIA LEGAL.

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

MATTELMAN, WEINROTH & MILLER, P.C.  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO. 46450  
401 ROUTE 70 EAST, SUITE 100  
CHERRY HILL, NEW JERSEY 08034  
(856) 429-5507  
**ATTORNEY FOR PLAINTIFF**

BAYVIEW FINANCIAL PROPERTY TRUST  
4425 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,  
vs.

PETER M. CANALE  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 2007-763-CD

AMENDED CIVIL ACTION COMPLAINT

AMENDED CIVIL ACTION COMPLAINT

1. Plaintiff, Bayview Financial Property and Trust, is a validly existing trust with an address of 4425 Ponce De Leon Blvd., 5<sup>th</sup> Floor, Coral Gables, FL 33146. Plaintiff is the owner of a certain property located at 114 Lingle Street, Osceola Mills, PA 16666 (hereinafter referred to as "Premises").
2. Defendants, Peter W. Canale, Traci L. Cox and Tenant/Occupants are adult individuals who reside at 114 Lingle Street, Osceola Mills, PA 16666.
3. On or about October 25, 2005, the Defendants entered into an Agreement with RECA Limited Partnership to lease/purchase the property known as 114 Lingle Street, Osceola Mills, PA 16666. The term of the Agreement was for fifteen

(15) years. (A copy of the Agreement is attached hereto and made a part hereof as Exhibit "A").

4. RECA Limited Partnership transferred the Premises to Plaintiff subject to the leasehold of the Defendants on June 29, 2006. Said Deed was subsequently recorded in the Recorder of Deeds for Clearfield County under Instrument Number 200612767. A copy of the Deed is attached hereto and made a part hereof as Exhibit "B".

5. The monthly rental for the Premises was \$247.91, which was due and payable on the first day of each month. In the event the monthly payment was not made within ten (10) days of the date due, the Agreement provided for the assessment of a ten (10%) percent late fee.

6. In addition to making the monthly payments as set forth herein, Defendants were also required to pay the taxes, insurance and other assessments for the benefit of the Premises.

7. Defendants have failed and refused to make monthly payments as they became due and owing from August 1, 2006 through May 1, 2007 inclusive. The aggregate amount due for said period, including late fees and unpaid assessments is \$2,940.01. Defendants have failed and refuse to pay the outstanding amounts due as set forth herein.

8. By virtue of their failure to pay all rent and other charges due under the Agreement, Defendants are in breach of their obligations thereunder.

COUNT I

EJECTMENT

9. The allegations contained in Paragraphs 1 though 8 inclusive are incorporated herein by reference as though set forth at length.
10. On October 10, 2006, Plaintiff served Defendants with a thirty (30) day Notice with intent to terminate. Defendants refused to vacate the Premises after the expiration of the thirty (30) day termination period. (A copy of the Notice is attached hereto and made a part hereof as Exhibit "C").
11. By virtue of Defendants' breach of their obligations under the Agreement and by virtue of Plaintiff's termination of the Lease, Plaintiff is entitled to possession of the Premises.

WHEREFORE, the Plaintiff demands judgment against Defendants for possession of the Premises.

COUNT II

MONEY DAMAGES

12. The allegations contained in Paragraphs 1 though 11 inclusive are incorporated herein by reference as though set forth at length.
13. Pursuant to the Agreement, Defendants are indebted to Plaintiff for unpaid rent, late fees and assessments in the amount of \$2,940.01. Additional rent and other charges may accrue subsequent to the filing of this Complaint.

WHEREFORE, the Plaintiff demands judgment in its favor and against Defendants in the amount of \$2,940.01, plus additional charges for rent and other charges which may become due and payable between the filing of this Complaint and Trial.

MATTLEMAN, WEINROTH & MILLER, P.C.

BY:

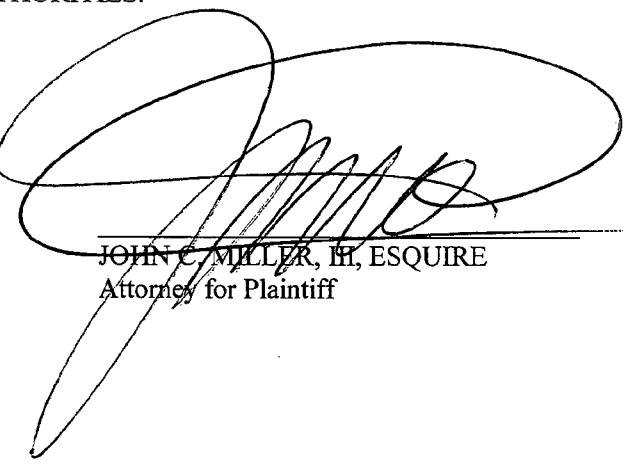
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, JOHN C. MILLER, III, ESQUIRE, being duly sworn according to law, deposes and says that he is the attorney for Plaintiff and that he is authorized to make this Verification on behalf of Plaintiff, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

THE UNDERSIGNED UNDERSTANDS THAT FALSE STATEMENTS HEREIN ARE  
MADE SUBJECT TO THE PENALTIES OF 18 P.A.C.S. SECTION 4904 RELATING TO  
UNSWORN FALSIFICATION TO AUTHORITIES.

DATE:

  
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

*Exhibit "A"*

Prepared By:  
RECA Limited Partnership  
P.O. Box 1906  
Irmo, SC 29063  
(803) 798-4666

*Peter W. Canale & Traci L. Cox*  
**AGREEMENT FOR DEED**  
(Land Contract)

**THIS AGREEMENT FOR DEED** is entered into on this 25<sup>th</sup> day of October 2005 between RECA Limited Partnership hereafter known as the "Seller" and Peter W. Canale & Traci L. Cox hereafter known as the "Purchaser".

**WITNESSETH** that if Purchaser shall first make the payments and perform the covenant(s) hereafter described:

1. **SELLER** hereby covenant(s) and agree(s) to convey and assure to the Purchaser and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: 114 Lingle Street, in the County of Clearfield, the city of Osceola Mills, the State of Pennsylvania and further known and described as follows, to-wit:

**SEE Attachment "A" FOR LEGAL DESCRIPTION OF PROPERTY**

2. **PURCHASER** hereby covenant(s) and agree(s) to pay to the Seller the sum of Twenty-four Thousand, Nine Hundred Dollars and no/cents, (\$24,900.00) in the manner as follows: Five Hundred Dollars and no/cents, (\$500.00);

**THIS DOWN PAYMENT IS NON-REFUNDABLE** PWC TC

shall be paid at the signing of this agreement and the remaining Twenty-four Thousand, Four Hundred Dollars and no cents (\$24,400.00) shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of nine percent (9.0%) per annum, payable monthly on the whole sum remaining from time to time unpaid;

3. **AND TO PAY ALL TAXES**, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year of 2005.

4. **AND TO KEEP THE BUILDINGS UPON SAID PREMISES INSURED BY SOME COMPANY SATISFACTORY TO THE SELLER**, and payable to the parties, respectively as their interest may appear in the sum not less than Twenty-four Thousand, Four Hundred Dollars and no/cents (\$24,400.00) during the term of this agreement.

5. **AND IF ANY TAXES, INSURANCE OR OTHER ASSESSMENTS** are not paid then this agreement is in default, and at the option of the Seller, the seller can pay said taxes, insurance or other assessments and add the payments made plus up to 50% of that payment as penalty to the principal balance due.

6. **IT IS MUTUALLY AGREED**, by and between the parties hereto, that the Seller transfers the said property to the Purchaser in strictly "**AS IS**" condition PWC TC

and the **Purchaser(s)** are solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding **Four months** (4) and maintaining the property in good state of repairs during the term of this agreement.

7. **AND IN CASE OF FAILURE OF THE PURCHASER** to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into, or transfer of any ownership interest in this "Agreement" by Purchaser, this contract, at the option of the Seller, may be relinquished and terminated, and the Purchaser shall forfeit all payments made by him/her/them on this contract; and such payments may be retained by the Seller in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore.

8. **CONVERSION TO "MONTH TO MONTH" TENANCY**; upon the Seller exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the Purchaser and in all claiming Lender(s), the Purchaser shall wholly cease and terminate, and the Purchaser shall be deemed a "month to month" tenant. The Purchaser now known as "Tenant", agrees to surrender the said property to the Seller without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear

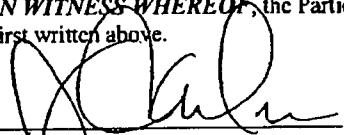
and tear alone accepted within thirty (30) days after notice of termination. After termination by the Seller pursuant to this paragraph;

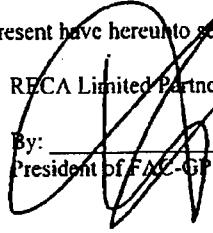
9. **THE PURCHASER SHALL** then pay rent in an amount equal to the principal and the interest payment stated herein and the Purchaser acknowledges that the Seller will initiate an action to evict the Purchaser when any rent payment is more than thirty (30) days late. In the event the Purchaser neglects or refuses to surrender such possession it shall be lawful for the Seller to enter upon and take possession of the said property without notice and remove all persons and their personal property. Seller may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of Clearfield County, to evidence the existence of his/hers/theirs election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded, shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the Purchaser and the Seller election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the Purchaser and all improvements constructed in or upon the said property shall be retained by the Seller as compensation for the use and occupancy thereof by the Purchaser, consideration for the execution of this Agreement and liquidation damages to the Seller for such default. The Seller in the event of default by the Purchaser, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.

10. **THE PURCHASER ACKNOWLEDGES** that upon termination of this agreement by the Seller and Purchaser becomes a "month to month" tenant with a monthly rent equal to **Two Hundred, Forty-seven Dollars and ninety-one cents (\$247.91)**.

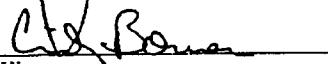
11. **IT IS MUTUALLY AGREED**, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties. *At the option of the Seller, Purchaser* further agrees to convert these documents to a Deed and Mortgage and provide the seller updated financial information.

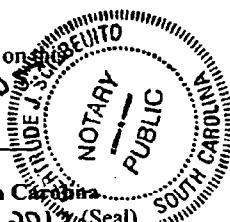
*IN WITNESS WHEREOF*, the Parties to these present have hereunto set their hands and seals the day and year first written above.

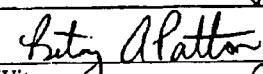
  
Witness  
Print Name: Jessica Carter

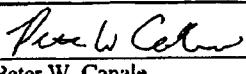
  
RECA Limited Partnership

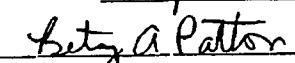
By: \_\_\_\_\_  
President of FMC-GP

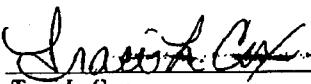
  
Witness  
Print Name: Cindy Bowen



  
Witness  
Print Name: Betsy A. Patton

  
Peter W. Canale

  
Witness  
Print Name: Betsy A. Patton

  
Traci L. Cox

*SWORN* and subscribed before me on this  
26<sup>th</sup> day of October, 2005

Notary's Signature  
Notary Public for the State of Penns  
My Commission Expires Nov. 20, 2007  
Robert L. Patton, Notary Public  
Tyrone Boro, Blair County  
My Commission Expires Nov. 20, 2007  
Member, Pennsylvania Association Of Notaries

**NOTARY**

## ATTACHMENT "A" – LEGAL DESCRIPTION

**THIS AGREEMENT** is secured by the property listed below between RECA Limited Partnership and Peter W. Canale & Traci L. Cox:

Street Address: 114 Lingle Street

Osceola Mills, PA 16666

Description:

**ALL THAT CERTAIN** lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

Beginning at a post on the public road leading from Osceola Mills to Philipsburg, at the corner lot No. 1, according to the general plan of Osceola Borough; thence in a westerly direction along line of said Lot No. 1, One Hundred fifty (150) feet to a post on the line of Millward Alley; thence in northerly direction along the line of said Millward Alley, forty (40) feet to a post on the corner of Lot No. 3; thence in an easterly direction along the said Lot No. 3, one hundred fifty (150) feet to a post on the public road; thence in a southerly direction along the line of said public road, fifty (50) feet to the post and corner of lot No. 1 and place of beginning being Lot No. 2 of the plan or plot of lots as laid out by John G. Millward in Osceola Mills, Pennsylvania.

Excepting and reserving nevertheless, all the stone, coal and mineral beneath the surface of the soil together with the right of free ingress, egress, and regress and search for, dig and carry away the same also the right to make any necessary apertures for air in the said surface or for the other purposes to enable the owner of the mineral right to obtain the coal or mineral reserved.

Further known as 114 Lingle Street, Osceola Mills, Pennsylvania 16666

Tax Parcel No.: 16-013-377-102

Initial PJC TLC

**"CERTIFICATION"**

I/WE, THE PURCHASER, hereby certify that I/We have been informed by the Seller that it is advisable when entering into an "Agreement for Deed" for real estate to obtain legal advise from an attorney. I/We the Purchaser have decided not to consult an attorney and I/We have made that decision outside the presence of the Seller. I/We further certify this "Certification" was signed outside the presence of Seller.

Betsy A. Patton

Witness  
Print Name: Betsy A. Patton

Betsy A. Patton

Witness  
Print Name: Betsy A. Patton

Peter W. Canale

Peter W. Canale

Traci L. Cox

Traci L. Cox

SWORN and subscribed before me on this  
26 day of October, 2005

Notary's Signature

Notary Public for the State of Penns  
My Commission expires: Nov. 20, 2007 (Seal)

**NOTARY**

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Robert L. Patton, Notary Public
Tyrone Boro, Blair County
My Commission Expiring Nov. 20, 2007
Member, Pennsylvania Association Of Notaries

### ***Purchase Money Note***

25<sup>th</sup> Day of October 2005

**\$ 24,400.00**

**FOR VALUE RECEIVED**, the undersigned promises to pay to the order of RECA Limited Partnership or its assigns:

**SEND PAYMENT TO:** **RECA Limited Partnership**  
**P.O. Box 1996**  
**Irmo, SC 29063**

**THE PRINCIPAL SUM of Twenty-four Thousand, Four Hundred Dollars and no/cents (\$24,400.00) as follows:**

**BEARING INTEREST** at the rate of nine percent (9.0%) per annum from date hereof in monthly installments of Two Hundred, Forty-seven Dollars and ninety-one cents (\$247.91) each payment beginning the 1<sup>st</sup> day of each month beginning on December 1<sup>st</sup>, 2005 each payment shall be applied first to any late fees or other fees associated with this promissory note, then the accrued interest will be calculated from payment to payment on the unpaid principal balance at the rate of nine percent (9.0%) the remainder thereof to the unpaid principal balance, and the entire remaining unpaid principal balance together with accrued interest to date shall become due and payable in full on the 1<sup>st</sup> day of November in the year 2020. All payments not received on or before the 10<sup>th</sup> of the month will be subject to a 10% late fee. If a check is returned for ANY REASON a charge of \$ 25.00 will be applied.

**THIS NOTE** is secured by an "AGREEMENT FOR DEED" on the following property:

**Address: 114 Lingle Street  
City, State, Zip: Osceola Mills, PA 16666  
County: Clearfield** **Tax Map: # 16-013-377-102**

**IT IS SPECIFICALLY AGREED** that the makers hereof shall have the right of prepayment at any time without the penalty of additional interest so long as accrued interest on the unpaid principal is paid as herein provided.

**AND THAT UPON FAILURE** to make the payment or any part thereof, at the time when due, then the unpaid principal balance hereof plus interest shall, at the option of the holder of this note, at once becomes due and payable.

If this note is placed in the hands of an attorney for collection by suit or otherwise, I/We will pay, on demand, any attorney's fees and related expenses that the holder of this note incurs.

**ALL PARTIES HERETO**, makers, endorsers, sureties, Guarantors, or otherwise, severally waive protest, demand, presentment and notice of dishonor and the holder may grant extensions of the time of payment of this note, or a part thereof, without any release of liability as to parties secondarily liable, who hereby waive notice, as to such extension, and against whom recourse is, in such event, expressly reserved.

Betsy A. Patton  
Witness: Betsy A. Patton

Peter W. Canale

Witness: Betsy A. Patton  
Print Name: Betsy A. Patton

Traci L. Cox

SWORN and subscribed before me on this  
26<sup>th</sup> day of OCTOBER, 2005

Traci L. Cox  
Traci L. Cox

26<sup>th</sup> day of OCTOBER 2005

26 Day 01

Notary's Signature

Notary's Signature  
Notary Public for the State of Florida  
My commission expires: Oct 2025 (Seal)

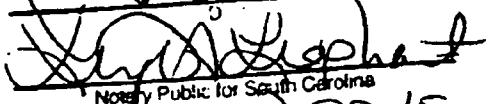
**NOTARY**

***Exhibit "B"***

ATIFIED TRUE COPY

of original

6-30-06

  
Notary Public for South Carolina

Commission Expires 9-22-15

## SPECIAL WARRANTY DEED<sup>14</sup> Commission Expires

THIS INDENTURE MADE THE 29th day of June, 2006 Between **Reca Limited Partnership**, (Herein called the GRANTOR), **Bayview Financial Property Trust**, (Herein called the GRANTEE), of the other part,

WITNESSETH That the said GRANTOR, for and in consideration of the sum of **Twenty Three Thousand Nine Hundred Ninety Six Dollars and 79/100 (\$23,996.79)** lawful money of the United States of America and other valuable consideration, unto it well and truly paid by the GRANTEE, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release, confirm unto the said Grantee, their Heirs and Assigns, the following described real property, to wit:

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATED IN THE BOROUGH OF OSCEOLA MILLS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON THE PUBLIC ROAD LEADING FROM OSCEOLA MILLS TO PHILIPSBURG, AT THE CORNER OF LOT NO. 1, ACCORDING TO THE GENERAL PLAN OF OSCEOLA BOROUGH; THENCE IN A WESTERLY DIRECTION ALONG LINE OF SAID LOT NO. 1, ONE HUNDRED FIFTY (150) FEET TO A POST ON THE LINE OF MILLWARD ALLEY; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF SAID MILLWARD ALLEY, FORTY (40) FEET TO A POST ON THE CORNER OF LOT NO. 3; THENCE IN AN EASTERNLY DIRECTION ALONG THE LINE OF SAID LOT NO. 3, ONE HUNDRED FIFTY (150) FEET TO A POST ON THE PUBLIC ROAD; THENCE IN A SOUTHERLY DIRECTION ALONG THE LINE OF SAID PUBLIC ROAD, FIFTY (50) FEET TO THE POST AND CORNER OF LOT NO. 1 AND PLACE OF BEGINNING. BEING LOT NO. 2 OF THE PLAN OR PLOT OF LOTS AS LAID OUT BY JOHN G. MILLWARD IN OSCEOLA MILLS, PENNSYLVANIA.

EXCEPTING AND RESERVING NEVERTHELESS, ALL THE STONE, COAL AND MINERAL BENEATH THE SURFACE OF THE SOIL, TOGETHER WITH THE RIGHT OF FREE INGRESS, EGRESS, AND REGRESS AND SEARCH FOR, DIG AND CARRY AWAY THE SAME ALSO THE RIGHT TO MAKE ANY NECESSARY APERTURES FOR AIR IN THE SAID SURFACE OR FOR THE OTHER PURPOSES TO ENABLE THE OWNER OF THE MINERAL RIGHT TO OBTAIN THE COAL OR MINERAL RESERVED.

PARCEL ID NO.: 16-013-377-102

Further Known as: 114 Lingle St, Osceola Mills, PA

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply:

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
2. All valid oil, gas and mineral rights, interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor that affect the Property and any portion(s) thereof,
5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and any conditions that would be revealed by a physical inspection and survey of the Property.

TITLE TO SAID PREMISES VESTED IN **Reca Limited Partnership** by Deed from **HomEq Servicing Corporation f/k/a TMS Mortgage Inc. d/b/a The Money Store**, dated May 18, 2004, recorded June 7, 2004 in Instrument No. 200409050

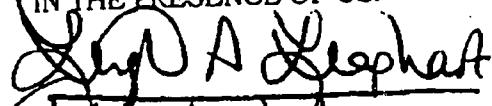
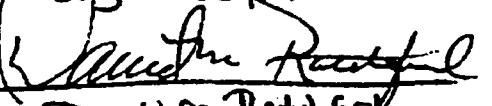
TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto the hereby granted premises belonging, or in any wise appertaining, and the reversions and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

**TO HAVE AND TO HOLD** the said lot or piece of ground above described with the buildings and improvements, messuage or tenement thereon erected hereditaments and premises hereby granted, or mentioned, and intended so to be, with appurtenances, unto the said Grantee, their Heirs and Assigns, to and for the only proper use by said Grantee, their Heirs and Assigns forever.

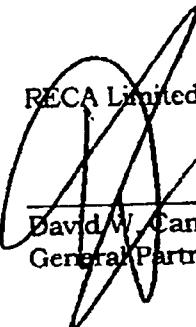
AND the said Grantor, for itself, its Successors and Assigns, does by these presents, covenant, promise use by said Grantee, their Heirs and Assigns, that it the said Grantor, and its Successors and Assigns, all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against it, the said Grantor, and its Successors and Assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, the said Grantor, or any of them, shall and will subject as aforesaid **SPECIALLY WARRANT** and forever **DEFEND**.

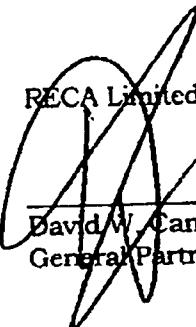
**IN WITNESS WHEREOF** the undersigned has set his/her hand and seal, for and on behalf of the said grantor, Reca Limited Partnership.

IN THE PRESENCE OF US:

  
\_\_\_\_\_  
Leigh A. Leaphart  
  
\_\_\_\_\_  
David W. Campbell

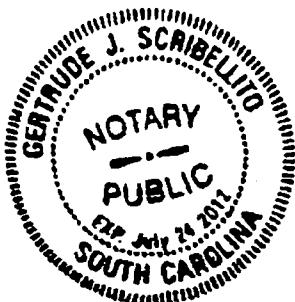
STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

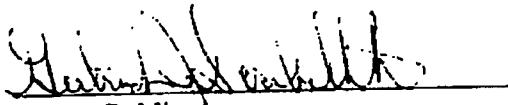
  
\_\_\_\_\_  
RECA Limited Partnership

  
\_\_\_\_\_  
David W. Campbell, President FAC  
General Partner

On this, the 29<sup>th</sup> day of June, 2006, before me the undersigned officer, personally appeared David W. Campbell, who acknowledged himself/herself to be the President of FAC general partner to Reca Limited Partnership, and that he/she as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the names of the corporation.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.



  
\_\_\_\_\_  
Notary Public

My commission expires: July 24, 2012

ASSIGNMENT OF SELLER'S INTEREST  
IN AGREEMENT FOR DEED (LAND CONTRACT)

BV#: 324709

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS  
HEREBY ACKNOWLEDGED, THE UNDERSIGNED, RECA Limited Partnership, a South  
Carolina Limited Partnership WHOSE ADDRESS IS PO Box 1996, Irmo, SC 29063,  
(COLLECTIVELY, ASSIGNOR) BY THESE PRESENTS DOES CONVEY, GRANT, BARGAIN,  
SELL, ASSIGN, TRANSFER AND SET OVER ALL OF ASSIGNOR'S RIGHT, TITLE AND  
INTEREST IN AND TO THAT CERTAIN AGREEMENT FOR DEED (LAND CONTRACT)  
BETWEEN RECA LIMITED PARTNERSHIP ("SELLER") AND PETER W. CANALE AND  
TRACI L. COX ("BORROWER") TOGETHER WITH THE CERTAIN NOTE(S), IF ANY,  
DESCRIBED THEREIN WITH ALL INTEREST, ALL LIENS, AND ANY RIGHTS DUE OR TO  
BECOME DUE THEREON TO:

BENEFICIARY: **BAYVIEW FINANCIAL PROPERTY TRUST,  
A DELAWARE BUSINESS TRUST**

BORROWER: **PETER W. CANALE AND TRACI L. COX**  
PROPERTY ADD: **114 LINGLE ST, OSCEOLA MILLS, PA, 16666**

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE  
EXECUTED AS A SEALED INSTRUMENT BY IT'S PROPER OFFICER WHO WAS DULY  
AUTHORIZED BY A RESOLUTION OF IT'S BOARD OF DIRECTORS.

DATED: \_\_\_\_\_

**Reca Limited Partnership,  
A South Carolina limited partnership**

By: Financial Assistance Corp.,  
Its General Partner

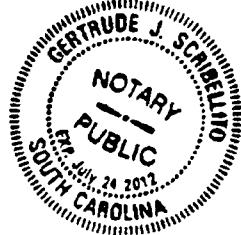
By: \_\_\_\_\_  
David W. Campbell Jr., President

SOUTH  
STATE OF (CAROLINA )  
COUNTY OF (ICKLAND )  
) SS

On \_\_\_\_\_, before me, a notary public for an within the said county, personally appeared, **David W. Campbell, Jr., President of Financial Assistance Corporation, the general partner of RECA Limited Partnership, a South Carolina Limited Partnership, whose address is PO Box 1996, Irmo, SC 29063**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

By: Gertrude J. Scribello  
Notary Public  
My commission expires:



***Exhibit "C"***



**Mattleman, Weinroth & Miller, P.C.**  
ATTORNEYS AT LAW

401 Route 70 East, Suite 100 • Cherry Hill, New Jersey 08034  
Tel: 856.429.5507 • Fax: 856.429.9036  
[www.mwm-law.com](http://www.mwm-law.com)

**Robert W. Cusick**  
[rcusick@mwm-law.com](mailto:rcusick@mwm-law.com)  
Member of NJ & PA Bars

Our File: 902.68188

October 10, 2006

TO: Peter M. Canale  
141 Lingle Street  
Osceola, Mills, PA 16666

Traci L. Cox  
141 Lingle Street  
Osceola, Mills, PA 16666

FROM: Bayview Financial Property Trust  
4424 Ponce De Leon Blvd.  
5<sup>th</sup> Floor  
Coral Gables, FL 33146

We hereby give notice that Peter M. Canale and Traci L. Cox, are in default of its obligations under the Lease Agreement which it entered into on October 25, 2005 for property located at 141 Lingle Street, Osceola Mills, PA. Peter M. Canale and Traci L. Cox have failed to fulfill its obligations under the written lease dated October 25, 2005 in the following particulars:

1. Failure to pay rent as of August 1, 2006.

It is hereby demanded that Peter m. Canale and Traci L. Cox immediately cure its defaults. Failure to do so shall require the Landlord to pursue any and all remedies it may have under the lease or at law with respect to your tenancy. Nothing contained in this letter shall constitute a waiver as to any rights Landlord may have under the lease or applicable law.

As a result of the foregoing defaults, Peter m. Canale and Traci L. Cox are hereby notified that said lease agreement shall terminate on November 10, 2006. At or before that time, Peter M. Canale and Traci L. Cox are to deliver possession of the leased premises to Landlord. If Peter M. Canale and Traci L. Cox fail to do so, legal proceedings will be instituted against Peter M. Canale and Traci L. Cox for the purpose of recovering possession of the leased premises as well as monetary damages, punitive damages, attorneys fees and costs.

Very Truly yours,  
**MATTLEMAN, WEINROTH & MILLER, P.C.**

**ROBERT W. CUSICK, ESQUIRE**

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, (the Act) 15  
U.S.C. SECTION 1692 AS AMENDED**

1. The law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for the purpose of collecting a debt.
2. The amount of the debt is stated in the attached letter, or Complaint
3. The Plaintiff named in the attached letter or complaint is the creditor to whom the debt is owed, or is the servicing agent for the creditor to whom the debt is owed. The undersigned attorney represents the interests of the Plaintiff.
4. The debt described in the letter or complaint will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
6. If the creditor named as Plaintiff in the attached letter or complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
7. **FEDERAL LAW GIVES YOU THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE TO DISPUTE THE VALIDITY OF THE DEBT OR ANY PART OF IT. THE LAW DOES NOT REQUIRE THAT WE WAIT UNTIL THE END OF THE THIRTY-DAY PERIOD TO CONTINUE WITH THE SUBJECT LEGAL ACTION. IF, HOWEVER, YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY-DAY PERIOD THAT BEGINS WITH YOUR RECEIPT OF THIS LETTER, THE LAW REQUIRES THAT WE SUSPEND OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE MORTGAGE AND NOTE, INCLUDING SEEKING A DEFAULT IN THE FORECLOSURE SUIT FOR YOUR FAILURE TO RESPOND TO THE ATTACHED COMPLAINT WITHIN THE TIME REQUIRED UNDER THE SUMMONS, UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. IF YOU REQUEST VALIDATION OF THE DEBT, AS STATED HEREIN, YOU ARE UNDER NO OBLIGATION TO RESPOND TO THE SUMMONS AND COMPLAINT UNTIL WE RESPOND WITH THE REQUESTED INFORMATION**
8. Written requests should addressed to Law Offices of Mattleman, Weinroth & Miller, 401 Route 70 East, Suite 100, Cherry Hill, NJ 08034, Attn: Foreclosure Department.
9. This is attempt to collect a debt, and any information obtained will be used for that purpose.  
However, if you have previously received a discharge in Bankruptcy, this correspondence is not and should not be construed as an attempt to collect a debt, but only enforcement of a lien against your property.



MATTELMAN, WEINROTH & MILLER  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO.: 46450  
401 Route 70 East, Suite 100  
Cherry Hill, NJ 08034  
(856) 429-5507

Attorneys for Plaintiff

BAYVIEW FINANCIAL PROPERTY TRUST  
4425 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

Our File No.: 902.68188

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

PLAINTIFF

DOCKET NO.: 2007-763-CD

vs.

PETER M. CANALE  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

PRAECIPE TO REINSTATE  
COMPLAINT IN MORTGAGE  
FORECLOSURE

TRACI L. COX  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
114 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in Mortgage Foreclosure for the above captioned Mortgage Foreclosure Action.

MATTELMAN, WEINROTH & MILLER

JOHN C. MILLER, III, ESQUIRE  
Attorney I.D. No.: 46450

FILED  
M 13 16 2007 Atty pd. 7.00  
AUG 06 2007 No CC

William A. Shaw / Compl. Reinstated  
Prothonotary/Clerk of Courts  
to Atty  
GK

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 3 Services

Sheriff Docket # **102797**

**BAYVIEW FINANCIAL PROPERTY TRUST**

Case # **07-763-CD**

vs.

**PETER M. CANALE, TRACI L. COX & TENANT/OCCUPANT**

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW October 10, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO PETER M. CANALE, DEFENDANT. 114 LINGLE ST., OSCEOLA MILLS, PA. "EMPTY".

SERVED BY: /

**FILED**  
0/2:30 cm  
OCT 10 2007  
iM  
William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 3 Services

**Sheriff Docket # 102797**

**BAYVIEW FINANCIAL PROPERTY TRUST**

**Case # 07-763-CD**

VS.

**PETER M. CANALE, TRACI L. COX & TENANT/OCCUPANT**

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW October 10, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TRACI L. COX, DEFENDANT. 114 LINGLE ST., OSCEOLA MILLS, PA "EMPTY".

SERVED BY: /

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 3 of 3 Services

**Sheriff Docket # 102797**

**BAYVIEW FINANCIAL PROPERTY TRUST**

**Case # 07-763-CD**

vs.

**PETER M. CANALE, TRACI L. COX & TENANT/OCCUPANT**

TYPE OF SERVICE COMPLAINT

**SHERIFF RETURNS**

NOW October 10, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TENANT/OCCUPANT, DEFENDANT. 114 LINGLE ST., OSCEOLA MILLS, PA. "EMPTY".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102797  
NO: 07-763-CD  
SERVICES 3  
COMPLAINT

PLAINTIFF: BAYVIEW FINANCIAL PROPERTY TRUST  
vs.  
DEFENDANT: PETER M. CANALE, TRACI L. COX & TENANT/OCCUPANT

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MATTEMAN	166009	30.00
SHERIFF HAWKINS	MATTEMAN	166009	43.81

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,



Chester A. Hawkins  
Sheriff

MATTEMAN, WEINROTH & MILLER, P.C.  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO. 46450  
401 ROUTE 70 EAST, SUITE 100  
CHERRY HILL, NEW JERSEY 08034  
(856) 429-5507  
**ATTORNEY FOR PLAINTIFF**

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,  
vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

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

MAY 15 2007

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 2007-763-CV

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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIEREDEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE ENFORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SINPREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO OSUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. 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 PUEDE CONSEGUIR ASISTENCIA LEGAL.

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

MATTEMAN, WEINROTH & MILLER, P.C.  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO. 46450  
401 ROUTE 70 EAST, SUITE 100  
CHERRY HILL, NEW JERSEY 08034  
(856) 429-5507  
**ATTORNEY FOR PLAINTIFF**

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,

vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO.

CIVIL ACTION COMPLAINT

CIVIL ACTION COMPLAINT

1. Plaintiff, Bayview Financial Property and Trust, is a validly existing trust with an address of 4425 Ponce De Leon Blvd., 5<sup>th</sup> Floor, Coral Gables, FL 33146. Plaintiff is the owner of a certain property located at 114 Lingle Street, Osceola Mills, PA 16666 (hereinafter referred to as "Premises").
2. Defendants, Peter W. Canale, Traci L. Cox and Tenant/Occupants are adult individuals who reside at 114 Lingle Street, Osceola Mills, PA 16666.
3. On or about October 25, 2005, the Defendants entered into an Agreement with RECA Limited Partnership to lease/purchase the property known as 114 Lingle Street, Osceola Mills, PA 16666. The term of the Agreement was for fifteen (15) years. (A copy of the Agreement is attached hereto and made a part hereof as Exhibit "A").

4. RECA Limited Partnership transferred the Premises to Plaintiff subject to the leasehold of the Defendants on June 29, 2006. Said Deed was subsequently recorded in the Recorder of Deeds for Clearfield County under Instrument Number 200612767. A copy of the Deed is attached hereto and made a part hereof as Exhibit "B".
5. The monthly rental for the Premises was \$247.91, which was due and payable on the first day of each month. In the event the monthly payment was not made within ten (10) days of the date due, the Agreement provided for the assessment of a ten (10%) percent late fee.
6. In addition to making the monthly payments as set forth herein, Defendants were also required to pay the taxes, insurance and other assessments for the benefit of the Premises.
7. Defendants have failed and refused to make monthly payments as they became due and owing from August 1, 2006 through May 1, 2007 inclusive. The aggregate amount due for said period, including late fees and unpaid assessments is \$2,940.01. Defendants have failed and refuse to pay the outstanding amounts due as set forth herein.
8. By virtue of their failure to pay all rent and other charges due under the Agreement, Defendants are in breach of their obligations thereunder.

**COUNT I**

**EJECTMENT**

9. The allegations contained in Paragraphs 1 though 8 inclusive are incorporated herein by reference as though set forth at length.
10. On October 10, 2006, Plaintiff served Defendants with a thirty (30) day Notice with intent to terminate. Defendants refused to vacate the Premises after the expiration of the thirty (30) day termination period. (A copy of the Notice is attached hereto and made a part hereof as Exhibit "C").

11. By virtue of Defendants' breach of their obligations under the Agreement and by virtue of Plaintiff's termination of the Lease, Plaintiff is entitled to possession of the Premises.

WHEREFORE, the Plaintiff demands judgment against Defendants for possession of the Premises.

**COUNT II**

**MONEY DAMAGES**

12. The allegations contained in Paragraphs 1 though 11 inclusive are incorporated herein by reference as though set forth at length.

13. Pursuant to the Agreement, Defendants are indebted to Plaintiff for unpaid rent, late fees and assessments in the amount of \$2,940.01. Additional rent and other charges may accrue subsequent to the filing of this Complaint.

WHEREFORE, the Plaintiff demands judgment in its favor and against Defendants in the amount of \$2,940.01, plus additional charges for rent and other charges which may become due and payable between the filing of this Complaint and Trial.

MATTLEMAN, WEINROTH & MILLER, P.C.

BY:

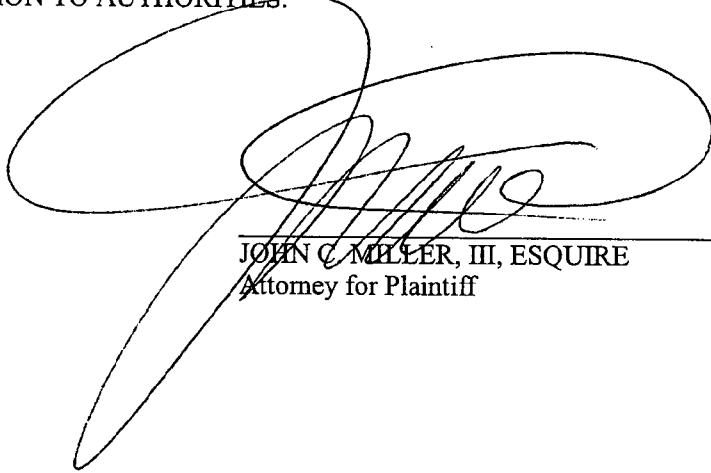
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, JOHN C. MILLER, III, ESQUIRE, being duly sworn according to law, deposes and says that he is the attorney for Plaintiff and that he is authorized to make this Verification on behalf of Plaintiff, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

THE UNDERSIGNED UNDERSTANDS THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 P.A.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

DATE:

  
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

***Exhibit "A"***

Prepared By:  
RECA Limited Partnership  
P.O. Box 1996  
Irmo, SC 29063  
(803) 798-4666

*Need to Review (initials)*  
*get back*

**AGREEMENT FOR DEED**  
(Land Contract)

*TAD*

**THIS AGREEMENT FOR DEED** is entered into on this 25<sup>th</sup> day of October 2005 between RECA Limited Partnership hereafter known as the "Seller" and Peter W. Canale & Traci L. Cox hereafter known as the "Purchaser".

**WITNESSETH** that if Purchaser shall first make the payments and perform the covenant(s) hereafter described:

1. **SELLER** hereby covenant(s) and agree(s) to convey and assure to the Purchaser and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: 114 Lingle Street, in the County of Clearfield, the city of Osceola Mills, the State of Pennsylvania and further known and described as follows, to-wit:

**SEE Attachment "A" FOR LEGAL DESCRIPTION OF PROPERTY**

2. **PURCHASER** hereby covenant(s) and agree(s) to pay to the Seller the sum of **Twenty-four Thousand, Nine Hundred Dollars and no/cents, (\$24,900.00)** in the manner as follows: **Five Hundred Dollars and no/cents, (\$500.00);**

**THIS DOWN PAYMENT IS NON-REFUNDABLE PWC TC**

shall be paid at the signing of this agreement and the remaining **Twenty-four Thousand, Four Hundred Dollars and no cents (\$24,400.00)** shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of **nine percent (9.0%)** per annum, payable monthly on the whole sum remaining from time to time unpaid;

3. **AND TO PAY ALL TAXES**, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year of **2005**.

4. **AND TO KEEP THE BUILDINGS UPON SAID PREMISES INSURED BY SOME COMPANY SATISFACTORY TO THE SELLER**, and payable to the parties, respectively as their interest may appear in the sum not less than **Twenty-four Thousand, Four Hundred Dollars and no/cents (\$24,400.00)** during the term of this agreement.

5. **AND IF ANY TAXES, INSURANCE OR OTHER ASSESSMENTS** are not paid then this agreement is in default, and at the option of the Seller, the seller can pay said taxes, insurance or other assessments and add the payments made plus up to **50%** of that payment as penalty to the principal balance due.

6. **IT IS MUTUALLY AGREED**, by and between the parties hereto, that the Seller transfers the said property to the Purchaser in strictly **"AS IS"** condition PWC TC

and the **Purchaser(s)** are solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding **Four months (4)** and maintaining the property in good state of repairs during the term of this agreement.

7. **AND IN CASE OF FAILURE OF THE PURCHASER** to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into, or transfer of any ownership interest in this "Agreement" by Purchaser, this contract, at the option of the Seller, may be forfeited and terminated, and the Purchaser shall forfeit all payments made by him/her/them on this contract; and such payments may be retained by the Seller in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore.

8. **CONVERSION TO "MONTH TO MONTH" TENANCY**; upon the Seller exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the Purchaser and in all claiming Lender(s), the Purchaser shall wholly cease and terminate, and the Purchaser shall be deemed a "month to month" tenant. The Purchaser now known as "Tenant", agrees to surrender the said property to the Seller without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear

and tear alone accepted within thirty (30) days after notice of termination. After termination by the Seller pursuant to this paragraph;

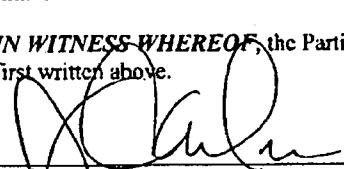
9. **THE PURCHASER SHALL** then pay rent in an amount equal to the principal and the interest payment stated herein and the Purchaser acknowledges that the Seller will initiate an action to evict the Purchaser when any rent payment is more than thirty (30) days late. In the event the Purchaser neglects or refuses to surrender such possession it shall be lawful for the Seller to enter upon and take possession of the said property without notice and remove all persons and their personal property. Seller may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of **Clearfield County**, to evidence the existence of his/hers/theirs election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded, shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the Purchaser and the Seller election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the Purchaser and all improvements constructed in or upon the said property shall be retained by the Seller as compensation for the use and occupancy thereof by the Purchaser, consideration for the execution of this Agreement and liquidation damages to the Seller for such default. The Seller in the event of default by the Purchaser, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.

10. **THE PURCHASER ACKNOWLEDGES** that upon termination of this agreement by the Seller and Purchaser becomes a "month to month" tenant with a monthly rent equal to **Two Hundred, Forty-seven Dollars and ninety-one cents (\$247.91)**.

11. **IT IS MUTUALLY AGREED**, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties. *At the option of the Seller, Purchaser* further agrees to convert these documents to a Deed and Mortgage and provide the seller updated financial information.

**IN WITNESS WHEREOF** the Parties to these present have hereunto set their hands and seals the day and year first written above.

Witness  
Print Name: Jessica Carter

  
RECA Limited Partnership

By: \_\_\_\_\_  
President of FAC-GP

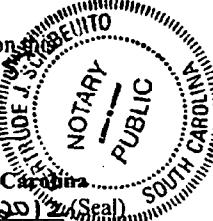
Witness  
Print Name: Cindy Bowen

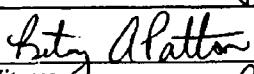
SWORN and subscribed before me on the  
29 day of Oct 2005

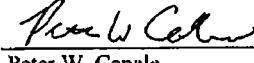
Notary's Signature

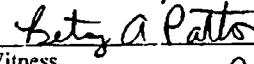
Notary Public for the State of South Carolina

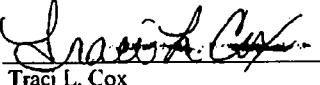
My Commission Expires: Aug 24, 2012 (Seal)



  
Witness  
Print Name: Betsy A. Patton

  
Peter W. Canale

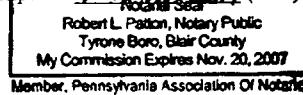
  
Witness  
Print Name: Betsy A. Patton

  
Traci L. Cox

SWORN and subscribed before me on this  
26<sup>th</sup> day of Oct 2005

Notary's Signature

Notary Public for the State of **Pennsylvania**  
COMMONWEALTH OF PENNSYLVANIA  
My Commission Expires: Nov. 20, 2007



**NOTARY**

## ATTACHMENT "A" – LEGAL DESCRIPTION

**THIS AGREEMENT** is secured by the property listed below between RECA Limited Partnership and Peter W. Canale & Traci L. Cox:

Street Address: 114 Lingle Street

Osceola Mills, PA 16666

Description:

**ALL THAT CERTAIN** lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

Beginning at a post on the public road leading from Osceola Mills to Philipsburg, at the corner lot No. 1, according to the general plan of Osceola Borough; thence in a westerly direction along line of said Lot No. 1, One Hundred fifty (150) feet to a post on the line of Millward Alley; thence in northerly direction along the line of said Millward Alley, forty (40) feet to a post on the corner of Lot No. 3; thence in an easterly direction along the said Lot No. 3, one hundred fifty (150) feet to a post on the public road; thence in a southerly direction along the line of said public road, fifty (50) feet to the post and corner of lot No. 1 and place of beginning being Lot No. 2 of the plan or plot of lots as laid out by John G. Millward in Osceola Mills, Pennsylvania.

Excepting and reserving nevertheless, all the stone, coal and mineral beneath the surface of the soil together with the right of free ingress, egress, and regress and search for, dig and carry away the same also the right to make any necessary apertures for air in the said surface or for the other purposes to enable the owner of the mineral right to obtain the coal or mineral reserved.

Further known as 114 Lingle Street, Osceola Mills, Pennsylvania 16666

Tax Parcel No.: 16-013-377-102

Initial PWC TLC

### **“CERTIFICATION”**

**I/WE, THE PURCHASER,** hereby certify that I/We have been informed by the Seller that it is advisable when entering into an "Agreement for Deed" for real estate to obtain legal advise from an attorney. I/We the Purchaser have decided not to consult an attorney and I/We have made that decision outside the presence of the Seller. I/We further certify this "Certification" was signed outside the presence of Seller.

Betsy A. Patten

Witness

Witness  
Print Name: Betsy A. Patton

---

**Witness**

Print Name: Betsy A Patton

Pete W. Coker

Peter W. Canale

Grace L. Cox

Traci L. Cox

*SWORN* and subscribed before me on this  
26<sup>th</sup> day of October, 2005

~~Notary's Signature~~

Notary Public for the State of Peru  
My Commission expires: Nov. 20, 2007 (Seal)

**NOTARY**

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Robert L. Paxton, Notary Public	
Tyrone Borough, Blair County	
My Commission Expires Nov. 28, 2007	
Member, Pennsylvania Association Of Notaries	

## Purchase Money Note

25<sup>th</sup> Day of October 2005

\$ 24,400.00

**FOR VALUE RECEIVED**, the undersigned promises to pay to the order of RECA Limited Partnership or its assigns:

SEND PAYMENT TO: RECA Limited Partnership  
P.O. Box 1996  
Irmo, SC 29063

**THE PRINCIPAL SUM** of Twenty-four Thousand, Four Hundred Dollars and no/cents (\$24,400.00) as follows:

**BEARING INTEREST** at the rate of nine percent (9.0%) per annum from date hereof in monthly installments of Two Hundred, Forty-seven Dollars and ninety-one/cents (\$247.91) each payment beginning the 1<sup>st</sup> day of each month beginning on December 1<sup>st</sup>, 2005 each payment shall be applied first to any late fees or other fees associated with this promissory note, then the accrued interest will be calculated from payment to payment on the unpaid principal balance at the rate of nine percent (9.0%) the remainder thereof to the unpaid principal balance, and the entire remaining unpaid principal balance together with accrued interest to date shall become due and payable in full on the 1<sup>st</sup> day of November in the year 2020. All payments not received on or before the 10<sup>th</sup> of the month will be subject to a 10% late fee. If a check is returned for ANY REASON a charge of \$ 25.00 will be applied.

**THIS NOTE**, is secured by an "AGREEMENT FOR DEED" on the following property:

Address: 114 Lingle Street  
City, State, Zip: Osceola Mills, PA 16666  
County: Clearfield Tax Map: # 16-013-377-102

**IT IS SPECIFICALLY AGREED** that the makers hereof shall have the right of prepayment at any time without the penalty of additional interest so long as accrued interest on the unpaid principal is paid as herein provided.

**AND THAT UPON FAILURE** to make the payment or any part thereof, at the time when due, then the unpaid principal balance hereof plus interest shall, at the option of the holder of this note, at once becomes due and payable.

If this note is placed in the hands of an attorney for collection by suit or otherwise, I/We will pay, on demand, any attorney's fees and related expenses that the holder of this note incurs.

**ALL PARTIES HERETO**, makers, endorsers, sureties, Guarantors, or otherwise, severally waive protest, demand, presentment and notice of dishonor and the holder may grant extensions of the time of payment of this note, or a part thereof, without any release of liability as to parties secondarily liable, who hereby waive notice, as to such extension, and against whom recourse is, in such event, expressly reserved.

Betsy A. Patton  
Witness  
Print Name: Betsy A. Patton

Peter W. Canale  
Peter W. Canale

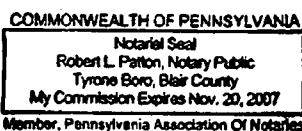
Betsy A. Patton  
Witness  
Print Name: Betsy A. Patton

Traci L. Cox  
Traci L. Cox

SWORN and subscribed before me on this  
26 day of October 2005

Notary's Signature  
Notary Public for the State of Penns  
My commission expires: Nov. 20<sup>th</sup> 2007 (Seal)

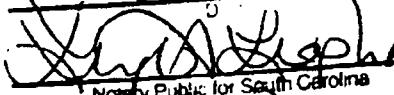
**NOTARY**



***Exhibit "B"***

CERTIFIED TRUE COPY  
of original

6-30-06

  
Notary Public for South Carolina  
Commission Expires 12-22-15

**SPECIAL WARRANTY DEED** by Commission Expires

THIS INDENTURE MADE THE 29th day of June, 2006 Between **Reca Limited Partnership**, (Herein called the GRANTOR), **Bayview Financial Property Trust**, (Herein called the GRANTEE), of the other part.

WITNESSETH That the said GRANTOR, for and in consideration of the sum of **Twenty Three Thousand Nine Hundred Ninety Six Dollars and 79/100 (\$23,996.79)** lawful money of the United States of America and other valuable consideration, unto it well and truly paid by the GRANTEE, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release, confirm unto the said Grantee, their Heirs and Assigns, the following described real property, to wit:

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATED IN THE BOROUGH OF OSCEOLA MILLS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON THE PUBLIC ROAD LEADING FROM OSCEOLA MILLS TO PHILIPSBURG, AT THE CORNER OF LOT NO. 1, ACCORDING TO THE GENERAL PLAN OF OSCEOLA BOROUGH; THENCE IN A WESTERLY DIRECTION ALONG LINE OF SAID LOT NO. 1, ONE HUNDRED FIFTY (150) FEET TO A POST ON THE LINE OF MILLWARD ALLEY; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF SAID MILLWARD ALLEY, FORTY (40) FEET TO A POST ON THE CORNER OF LOT NO. 3; THENCE IN AN EASTERLY DIRECTION ALONG THE LINE OF SAID LOT NO. 3, ONE HUNDRED FIFTY (150) FEET TO A POST ON THE PUBLIC ROAD; THENCE IN A SOUTHERLY DIRECTION ALONG THE LINE OF SAID PUBLIC ROAD, FIFTY (50) FEET TO THE POST AND CORNER OF LOT NO. 1 AND PLACE OF BEGINNING. BEING LOT NO. 2 OF THE PLAN OR PLOT OF LOTS AS LAID OUT BY JOHN G. MILLWARD IN OSCEOLA MILLS, PENNSYLVANIA.

EXCEPTING AND RESERVING NEVERTHELESS, ALL THE STONE, COAL AND MINERAL BENEATH THE SURFACE OF THE SOIL, TOGETHER WITH THE RIGHT OF FREE INGRESS, EGRESS, AN REGRESS AND SEARCH FOR, DIG AND CARRY AWAY THE SAME ALSO THE RIGHT TO MAKE ANY NECESSARY APERTURES FOR AIR IN THE SAID SURFACE OR FOR THE OTHER PURPOSES TO ENABLE THE OWNER OF THE MINERAL RIGHT TO OBTAIN THE COAL OR MINERAL RESERVED.

PARCEL ID NO.: 16-013-377-102

Further Known as: 114 Lingie St., Osceola Mills, PA

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply:

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
2. All valid oil, gas and mineral rights, interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor that affect the Property and any portion(s) thereof,
5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and any conditions that would be revealed by a physical inspection and survey of the Property.

**TITLE TO SAID PREMISES VESTED IN** Reca Limited Partnership by Deed from HomEq Servicing Corporation f/k/a TMS Mortgage Inc. d/b/a The Money Store, dated May 18, 2004, recorded June 7, 2004 in Instrument No. 200409050

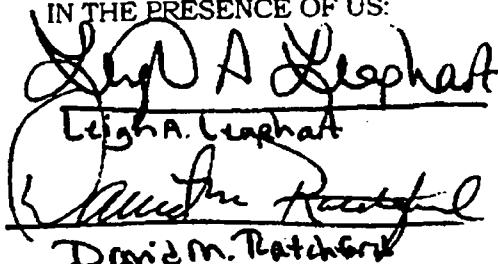
TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto the hereby granted premises belonging, or in any wise appertaining, and the reversions and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

**TO HAVE AND TO HOLD** the said lot or piece of ground above described with the buildings and improvements, messuage or tenement thereon erected hereditaments and premises hereby granted, or mentioned, and intended so to be, with appurtenances, unto the said Grantee, their Heirs and Assigns, to and for the only proper use by said Grantee, their Heirs and Assigns forever.

**AND** the said Grantor, for itself, its Successors and Assigns, does by these presents, covenant, promise use by said Grantee, their Heirs and Assigns, that it the said Grantor, and its Successors and Assigns, all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against it, the said Grantor, and its Successors and Assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, the said Grantor, or any of them, shall and will subject as aforesaid **SPECIALLY WARRANT** and forever **DEFEND**.

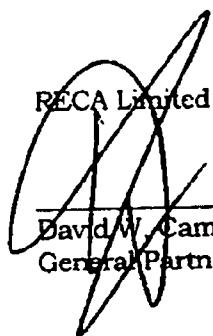
**IN WITNESS WHEREOF** the undersigned has set his/her hand and seal, for and on behalf of the said grantor, Reca Limited Partnership.

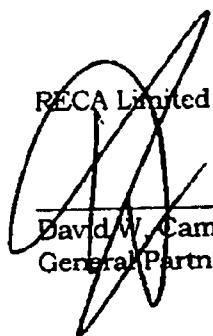
IN THE PRESENCE OF US:

  
Leigh A. Leaphart

  
David W. Campbell

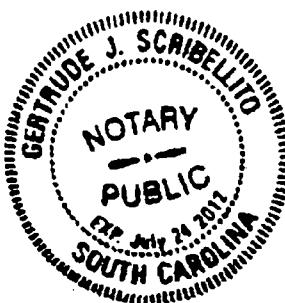
STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

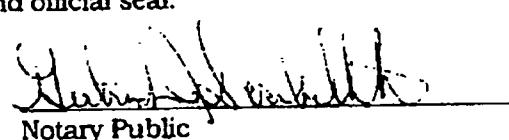
  
RECA Limited Partnership

  
David W. Campbell, President FAC  
General Partner

On this, the 29<sup>th</sup> day of June, 2006, before me the undersigned officer, personally appeared David W. Campbell, who acknowledged himself/herself to be the President of FAC general partner to Reca Limited Partnership, and that he/she as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the names of the corporation.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.



  
Notary Public

My commission expires: July 24, 2012

NOTICE DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND NOTICE RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE /HAVE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

NOTICE. THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE (S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 & 1.

BAYVIEW FINANCIAL PROPERTY TRUST

By: \_\_\_\_\_

Witness

ASSIGNMENT OF SELLER'S INTEREST  
IN AGREEMENT FOR DEED (LAND CONTRACT)

BV# 324709

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED, RECA Limited Partnership, a South Carolina Limited Partnership WHOSE ADDRESS IS PO Box 1996, Irmo, SC 29063, (COLLECTIVELY, ASSIGNOR) BY THESE PRESENTS DOES CONVEY, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER AND SET OVER ALL OF ASSIGNOR'S RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN AGREEMENT FOR DEED (LAND CONTRACT) BETWEEN RECA LIMITED PARTNERSHIP ("SELLER") AND PETER W. CANALE AND TRACI L. COX ("BORROWER") TOGETHER WITH THE CERTAIN NOTE(S), IF ANY, DESCRIBED THEREIN WITH ALL INTEREST, ALL LIENS, AND ANY RIGHTS DUE OR TO BECOME DUE THEREON TO:

BENEFICIARY: **BAYVIEW FINANCIAL PROPERTY TRUST,  
A DELAWARE BUSINESS TRUST**

BORROWER: **PETER W. CANALE AND TRACI L. COX**  
PROPERTY ADD: **114 LINGLE ST, OSCEOLA MILLS, PA, 16666**

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AS A SEALED INSTRUMENT BY IT'S PROPER OFFICER WHO WAS DULY AUTHORIZED BY A RESOLUTION OF IT'S BOARD OF DIRECTORS.

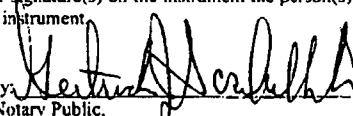
DATED: \_\_\_\_\_

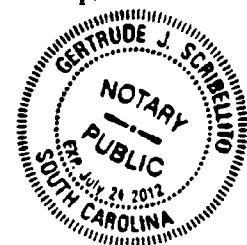
**Reca Limited Partnership,  
A South Carolina limited partnership**

By: Financial Assistance Corp.,  
Its General Partner

By: \_\_\_\_\_  
David W. Campbell, Jr., President  
  
SOUTH  
STATE OF (CAROLINA )  
) SS  
COUNTY OF (RICHLAND)

On \_\_\_\_\_, before me, a notary public for an within the said county, personally appeared, David W. Campbell, Jr., President of Financial Assistance Corporation, the general partner of RECA Limited Partnership, a South Carolina Limited Partnership, whose address is PO Box 1996, Irmo, SC 29063, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument  
WITNESS my hand and official seal

  
By: \_\_\_\_\_  
Notary Public,  
My commission expires:



***Exhibit "C"***



**Mattleman, Weinroth & Miller, P.C.**

ATTORNEYS AT LAW

401 Route 70 East, Suite 100 • Cherry Hill, New Jersey 08034

Tel: 856.429.5507 • Fax: 856.429.9036

[www.mwm-law.com](http://www.mwm-law.com)

**Robert W. Cusick**

[rcusick@mwm-law.com](mailto:rcusick@mwm-law.com)

Member of NJ & PA Bars

Our File: 902.68188

October 10, 2006

TO: **Peter M. Canale**  
141 Lingle Street  
Osceola, Mills, PA 16666

**Traci L. Cox**  
141 Lingle Street  
Osceola, Mills, PA 16666

FROM: **Bayview Financial Property Trust**  
4424 Ponce De Leon Blvd.  
5<sup>th</sup> Floor  
Coral Gables, FL 33146

We hereby give notice that Peter M. Canale and Traci L. Cox, are in default of its obligations under the Lease Agreement which it entered into on October 25, 2005 for property located at 141 Lingle Street, Osceola Mills, PA. Peter M. Canale and Traci L. Cox have failed to fulfill its obligations under the written lease dated October 25, 2005 in the following particulars:

1. Failure to pay rent as of August 1, 2006.

It is hereby demanded that Peter m. Canale and Traci L. Cox immediately cure its defaults. Failure to do so shall require the Landlord to pursue any and all remedies it may have under the lease or at law with respect to your tenancy. Nothing contained in this letter shall constitute a waiver as to any rights Landlord may have under the lease or applicable law.

As a result of the foregoing defaults, Peter m. Canale and Traci L. Cox are hereby notified that said lease agreement shall terminate on November 10, 2006. At or before that time, Peter M. Canale and Traci L. Cox are to deliver possession of the leased premises to Landlord. If Peter M. Canale and Traci L. Cox fail to do so, legal proceedings will be instituted against Peter M. Canale and Traci L. Cox for the purpose of recovering possession of the leased premises as well as monetary damages, punitive damages, attorneys fees and costs.

Very Truly yours,  
**MATTLEMAN, WEINROTH & MILLER, P.C.**

**ROBERT W. CUSICK, ESQUIRE**

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, (the Act) 15  
U.S.C. SECTION 1692 AS AMENDED**

1. The law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for the purpose of collecting a debt.
2. The amount of the debt is stated in the attached letter, or Complaint
3. The Plaintiff named in the attached letter or complaint is the creditor to whom the debt is owed, or is the servicing agent for the creditor to whom the debt is owed. The undersigned attorney represents the interests of the Plaintiff.
4. The debt described in the letter or complaint will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
6. If the creditor named as Plaintiff in the attached letter or complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
7. **FEDERAL LAW GIVES YOU THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE TO DISPUTE THE VALIDITY OF THE DEBT OR ANY PART OF IT. THE LAW DOES NOT REQUIRE THAT WE WAIT UNTIL THE END OF THE THIRTY-DAY PERIOD TO CONTINUE WITH THE SUBJECT LEGAL ACTION. IF, HOWEVER, YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY-DAY PERIOD THAT BEGINS WITH YOUR RECEIPT OF THIS LETTER, THE LAW REQUIRES THAT WE SUSPEND OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE MORTGAGE AND NOTE, INCLUDING SEEKING A DEFAULT IN THE FORECLOSURE SUIT FOR YOUR FAILURE TO RESPOND TO THE ATTACHED COMPLAINT WITHIN THE TIME REQUIRED UNDER THE SUMMONS, UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. IF YOU REQUEST VALIDATION OF THE DEBT, AS STATED HEREIN, YOU ARE UNDER NO OBLIGATION TO RESPOND TO THE SUMMONS AND COMPLAINT UNTIL WE RESPOND WITH THE REQUESTED INFORMATION**
8. Written requests should be addressed to Law Offices of Mattleman, Weinroth & Miller, 401 Route 70 East, Suite 100, Cherry Hill, NJ 08034, Attn: Foreclosure Department.
9. This is an attempt to collect a debt, and any information obtained will be used for that purpose.  
However, if you have previously received a discharge in Bankruptcy, this correspondence is not and should not be construed as an attempt to collect a debt, but only enforcement of a lien against your property.

Name and Address of Sender

Mattleman, Weinroth & Miller  
401 Route 70 East, Suite 100  
Cherry Hill, NJ 08034

Check type of mail or service:

Certified  Recorded Delivery (International)  
 COD  Registered  
 Delivery Confirmation  Return Receipt for Merchandise  
 Express Mail  Signature Confirmation  
 Insured

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
Postmark and  
Date of Receipt

Article Number	Recipient (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	Peter W. Canale 114 Lingle Street Osceola Mills, PA 16666											
2.	Peter W. Canale 4720 48th Street West, Apt 313 Bradenton, FL 34210											
3.												
4.												
5.												
6.												
7.												
8.	LO 41855 SPK ACF											



Total Number of Pieces  
Listed by Sender

Total Number of Pieces  
Received at Post Office

Postmaster: Per (Name of receiving employee)  
*[Signature]*

See Privacy Act Statement on Reverse

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

MATTELMAN, WEINROTH & MILLER, P.C.  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO. 46450  
401 ROUTE 70 EAST, SUITE 100  
CHERRY HILL, NEW JERSEY 08034  
(856) 429-5507  
ATTORNEY FOR PLAINTIFF

MAY 15 2007

Attest.

*William E. C.*  
Prothonotary/  
Clerk of Courts

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,  
vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 2007-763-C0

#### 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIEREDEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE ENFORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SINPREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO OSUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. 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 PUEDE CONSEGUIR ASISTENCIA LEGAL.

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

**MATTELMAN, WEINROTH & MILLER, P.C.**  
**BY: JOHN C. MILLER, III, ESQUIRE**  
**ATTORNEY I.D. NO. 46450**  
**401 ROUTE 70 EAST, SUITE 100**  
**CHERRY HILL, NEW JERSEY 08034**  
**(856) 429-5507**  
**ATTORNEY FOR PLAINTIFF**

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,

vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO.

CIVIL ACTION COMPLAINT

**CIVIL ACTION COMPLAINT**

1. Plaintiff, Bayview Financial Property and Trust, is a validly existing trust with an address of 4425 Ponce De Leon Blvd., 5<sup>th</sup> Floor, Coral Gables, FL 33146. Plaintiff is the owner of a certain property located at 114 Lingle Street, Osceola Mills, PA 16666 (hereinafter referred to as "Premises").
2. Defendants, Peter W. Canale, Traci L. Cox and Tenant/Occupants are adult individuals who reside at 114 Lingle Street, Osceola Mills, PA 16666.
3. On or about October 25, 2005, the Defendants entered into an Agreement with RECA Limited Partnership to lease/purchase the property known as 114 Lingle Street, Osceola Mills, PA 16666. The term of the Agreement was for fifteen (15) years. (A copy of the Agreement is attached hereto and made a part hereof as Exhibit "A").

4. RECA Limited Partnership transferred the Premises to Plaintiff subject to the leasehold of the Defendants on June 29, 2006. Said Deed was subsequently recorded in the Recorder of Deeds for Clearfield County under Instrument Number 200612767. A copy of the Deed is attached hereto and made a part hereof as Exhibit "B".
5. The monthly rental for the Premises was \$247.91, which was due and payable on the first day of each month. In the event the monthly payment was not made within ten (10) days of the date due, the Agreement provided for the assessment of a ten (10%) percent late fee.
6. In addition to making the monthly payments as set forth herein, Defendants were also required to pay the taxes, insurance and other assessments for the benefit of the Premises.
7. Defendants have failed and refused to make monthly payments as they became due and owing from August 1, 2006 through May 1, 2007 inclusive. The aggregate amount due for said period, including late fees and unpaid assessments is \$2,940.01. Defendants have failed and refuse to pay the outstanding amounts due as set forth herein.
8. By virtue of their failure to pay all rent and other charges due under the Agreement, Defendants are in breach of their obligations thereunder.

**COUNT I**

**EJECTMENT**

9. The allegations contained in Paragraphs 1 though 8 inclusive are incorporated herein by reference as though set forth at length.
10. On October 10, 2006, Plaintiff served Defendants with a thirty (30) day Notice with intent to terminate. Defendants refused to vacate the Premises after the expiration of the thirty (30) day termination period. (A copy of the Notice is attached hereto and made a part hereof as Exhibit "C").

11. By virtue of Defendants' breach of their obligations under the Agreement and by virtue of Plaintiff's termination of the Lease, Plaintiff is entitled to possession of the Premises.

WHEREFORE, the Plaintiff demands judgment against Defendants for possession of the Premises.

**COUNT II**

**MONEY DAMAGES**

12. The allegations contained in Paragraphs 1 though 11 inclusive are incorporated herein by reference as though set forth at length.

13. Pursuant to the Agreement, Defendants are indebted to Plaintiff for unpaid rent, late fees and assessments in the amount of \$2,940.01. Additional rent and other charges may accrue subsequent to the filing of this Complaint.

WHEREFORE, the Plaintiff demands judgment in its favor and against Defendants in the amount of \$2,940.01, plus additional charges for rent and other charges which may become due and payable between the filing of this Complaint and Trial.

MATTEMAN, WEINROTH & MILLER, P.C.

BY:

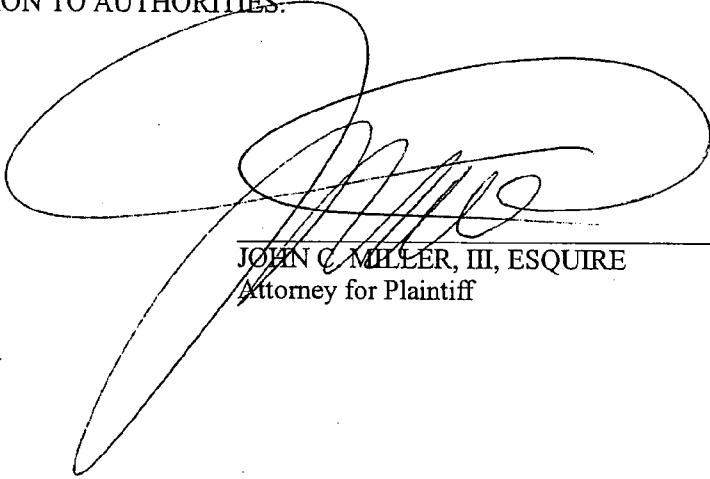
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, JOHN C. MILLER, III, ESQUIRE, being duly sworn according to law, deposes and says that he is the attorney for Plaintiff and that he is authorized to make this Verification on behalf of Plaintiff, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

THE UNDERSIGNED UNDERSTANDS THAT FALSE STATEMENTS HEREIN ARE  
MADE SUBJECT TO THE PENALTIES OF 18 P.A.C.S. SECTION 4904 RELATING TO  
UNSWORN FALSIFICATION TO AUTHORITIES.

DATE:

  
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

***Exhibit "A"***

Prepared By:  
RECA Limited Partnership  
P.O. Box 1996  
Irmo, SC 29063  
(803) 798-4666

*Need to begin (initials)*

*get*

*TRA*

## AGREEMENT FOR DEED (Land Contract)

**THIS AGREEMENT FOR DEED** is entered into on this 25<sup>th</sup> day of October 2005 between RECA Limited Partnership hereafter known as the "Seller" and Peter W. Canale & Traci L. Cox hereafter known as the "Purchaser".

**WITNESSETH** that if Purchaser shall first make the payments and perform the covenant(s) hereafter described:

1. **SELLER** hereby covenant(s) and agree(s) to convey and assure to the Purchaser and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: 114 Lingle Street, in the County of Clearfield, the city of Osceola Mills, the State of Pennsylvania and further known and described as follows, to-wit:

*SEE Attachment "A" FOR LEGAL DESCRIPTION OF PROPERTY*

2. **PURCHASER** hereby covenant(s) and agree(s) to pay to the Seller the sum of Twenty-four Thousand, Nine Hundred Dollars and no/cents, (\$24,900.00) in the manner as follows: Five Hundred Dollars and no/cents, (\$500.00);

*THIS DOWN PAYMENT IS NON-REFUNDABLE PWC TC*

shall be paid at the signing of this agreement and the remaining Twenty-four Thousand, Four Hundred Dollars and no cents (\$24,400.00) shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of nine percent (9.0%) per annum, payable monthly on the whole sum remaining from time to time unpaid;

3. **AND TO PAY ALL TAXES**, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year of 2005.

4. **AND TO KEEP THE BUILDINGS UPON SAID PREMISES INSURED BY SOME COMPANY SATISFACTORY TO THE SELLER**, and payable to the parties, respectively as their interest may appear in the sum not less than Twenty-four Thousand, Four Hundred Dollars and no/cents (\$24,400.00) during the term of this agreement.

5. **AND IF ANY TAXES, INSURANCE OR OTHER ASSESSMENTS** are not paid then this agreement is in default, and at the option of the Seller, the seller can pay said taxes, insurance or other assessments and add the payments made plus up to 50% of that payment as penalty to the principal balance due.

6. **IT IS MUTUALLY AGREED**, by and between the parties hereto, that the Seller transfers the said property to the Purchaser in strictly "AS IS" condition *PWC TC*

and the *Purchaser(s)* are solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding *Four months* (4) and maintaining the property in good state of repairs during the term of this agreement.

7. **AND IN CASE OF FAILURE OF THE PURCHASER** to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into, or transfer of any ownership interest in this "Agreement" by Purchaser, this contract, at the option of the Seller, may be forfeited and terminated, and the Purchaser shall forfeit all payments made by him/her/them on this contract; and such payments may be retained by the Seller in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore.

8. **CONVERSION TO "MONTH TO MONTH" TENANCY**; upon the Seller exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the Purchaser and in all claiming Lender(s), the Purchaser shall wholly cease and terminate, and the Purchaser shall be deemed a "month to month" tenant. The Purchaser now known as "Tenant", agrees to surrender the said property to the Seller without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear

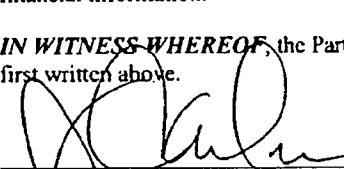
and tear alone accepted within thirty (30) days after notice of termination. After termination by the Seller pursuant to this paragraph;

9. **THE PURCHASER SHALL** then pay rent in an amount equal to the principal and the interest payment stated herein and the Purchaser acknowledges that the Seller **will initiate an action to evict the Purchaser when any rent payment is more than thirty (30) days late. In the event the Purchaser neglects or refuses to surrender such possession it shall be lawful for the Seller to enter upon and take possession of the said property without notice and remove all persons and their personal property.** Seller may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of **Clearfield County**, to evidence the existence of his/hers/theirs election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded, shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the Purchaser and the Seller election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the Purchaser and all improvements constructed in or upon the said property shall be retained by the Seller as compensation for the use and occupancy thereof by the Purchaser, consideration for the execution of this Agreement and liquidation damages to the Seller for such default. The Seller in the event of default by the Purchaser, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.

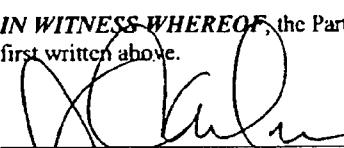
10. **THE PURCHASER ACKNOWLEDGES** that upon termination of this agreement by the Seller and Purchaser becomes a "month to month" tenant with a monthly rent equal to **Two Hundred, Forty-seven Dollars and ninety-one cents (\$247.91)**.

11. **IT IS MUTUALLY AGREED**, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties. **At the option of the Seller, Purchaser** further agrees to convert these documents to a Deed and Mortgage and provide the seller updated financial information.

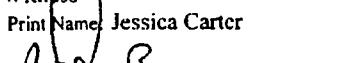
**IN WITNESS WHEREOF**, the Parties to these present have hereunto set their hands and seals the day and year first written above.

  
RECA Limited Partnership

By: \_\_\_\_\_  
President of FAE-GP

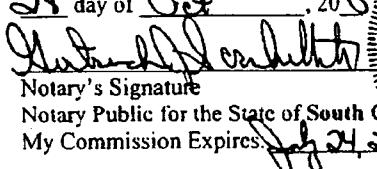
  
Witness

Print Name: Jessica Carter

  
Witness

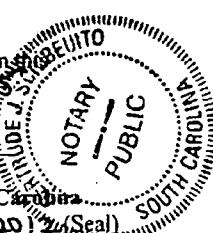
Print Name: Cindy Bowen

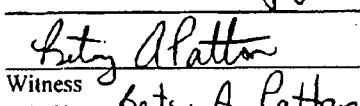
SWORN and subscribed before me on this  
29 day of Oct, 2005

  
Notary's Signature

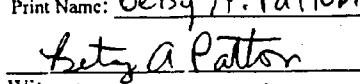
Notary Public for the State of South Carolina

My Commission Expires: July 24, 2012 (Seal)



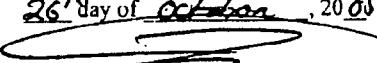
  
Witness

Print Name: Betsy A. Patton

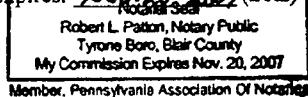
  
Witness

Print Name: Betsy A. Patton

SWORN and subscribed before me on this  
26 day of Oct, 2005

  
Notary's Signature

Notary Public for the State of **Pennsylvania**  
COMMONWEALTH OF PENNSYLVANIA  
My Commission Expires **Nov. 20, 2007**



**NOTARY**

## ATTACHMENT "A" – LEGAL DESCRIPTION

**THIS AGREEMENT** is secured by the property listed below between RECA Limited Partnership and Peter W. Canale & Traci L. Cox:

Street Address: 114 Lingle Street

Osceola Mills, PA 16666

Description:

**ALL THAT CERTAIN** lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

Beginning at a post on the public road leading from Osceola Mills to Philipsburg, at the corner lot No. 1, according to the general plan of Osceola Borough; thence in a westerly direction along line of said Lot No. 1, One Hundred fifty (150) feet to a post on the line of Millward Alley; thence in northerly direction along the line of said Millward Alley, forty (40) feet to a post on the corner of Lot No. 3; thence in an easterly direction along the said Lot No. 3, one hundred fifty (150) feet to a post on the public road; thence in a southerly direction along the line of said public road, fifty (50) feet to the post and corner of lot No. 1 and place of beginning being Lot No. 2 of the plan or plot of lots as laid out by John G. Millward in Osceola Mills, Pennsylvania.

Excepting and reserving nevertheless, all the stone, coal and mineral beneath the surface of the soil together with the right of free ingress, egress, and regress and search for, dig and carry away the same also the right to make any necessary apertures for air in the said surface or for the other purposes to enable the owner of the mineral right to obtain the coal or mineral reserved.

Further known as 114 Lingle Street, Osceola Mills, Pennsylvania 16666

Tax Parcel No.: 16-013-377-102

Initial PJC TCC

**"CERTIFICATION"**

**I/WE, THE PURCHASER**, hereby certify that I/We have been informed by the Seller that it is advisable when entering into an "Agreement for Deed" for real estate to obtain legal advise from an attorney. I/We the Purchaser have decided not to consult an attorney and I/We have made that decision outside the presence of the Seller. I/We further certify this "Certification" was signed outside the presence of Seller.

Betsy A. Patton

Witness

Print Name: Betsy A. Patton

Betsy A. Patton

Witness

Print Name: Betsy A. Patton

Peter W. Canale

Peter W. Canale

Traci L. Cox

Traci L. Cox

*SWORN* and subscribed before me on this  
26 day of October, 2005

Notary's Signature

Notary Public for the State of PennsA  
My Commission expires: Nov. 20, 2007 (Seal)

**NOTARY**

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Robert L. Patton, Notary Public	
Tyrone Boro, Blair County	
My Commission Expires Nov. 20, 2007	
Member, Pennsylvania Association Of Notaries	

## Purchase Money Note

25<sup>th</sup> Day of October 2005

\$ 24,400.00

**FOR VALUE RECEIVED**, the undersigned promises to pay to the order of RECA Limited Partnership or its assigns:

SEND PAYMENT TO: RECA Limited Partnership  
P.O. Box 1996  
Irmo, SC 29063

**THE PRINCIPAL SUM** of Twenty-four Thousand, Four Hundred Dollars and no/cents (\$24,400.00) as follows:

**BEARING INTEREST** at the rate of nine percent (9.0%) per annum from date hereof in monthly installments of Two Hundred, Forty-seven Dollars and ninety-one/cents (\$247.91) each payment beginning the 1<sup>st</sup> day of each month beginning on December 1<sup>st</sup>, 2005 each payment shall be applied first to any late fees or other fees associated with this promissory note, then the accrued interest will be calculated from payment to payment on the unpaid principal balance at the rate of nine percent (9.0%) the remainder thereof to the unpaid principal balance, and the entire remaining unpaid principal balance together with accrued interest to date shall become due and payable in full on the 1<sup>st</sup> day of November in the year 2020. All payments not received on or before the 10<sup>th</sup> of the month will be subject to a 10% late fee. If a check is returned for ANY REASON a charge of \$ 25.00 will be applied.

**THIS NOTE**, is secured by an "AGREEMENT FOR DEED" on the following property:

Address: 114 Lingle Street  
City, State, Zip: Osceola Mills, PA 16666  
County: Clearfield Tax Map: # 16-013-377-102

**IT IS SPECIFICALLY AGREED** that the makers hereof shall have the right of prepayment at any time without the penalty of additional interest so long as accrued interest on the unpaid principal is paid as herein provided.

**AND THAT UPON FAILURE** to make the payment or any part thereof, at the time when due, then the unpaid principal balance hereof plus interest shall, at the option of the holder of this note, at once becomes due and payable.

If this note is placed in the hands of an attorney for collection by suit or otherwise, I/We will pay, on demand, any attorney's fees and related expenses that the holder of this note incurs.

**ALL PARTIES HERETO**, makers, endorsers, sureties, Guarantors, or otherwise, severally waive protest, demand, presentment and notice of dishonor and the holder may grant extensions of the time of payment of this note, or a part thereof, without any release of liability as to parties secondarily liable, who hereby waive notice, as to such extension, and against whom recourse is, in such event, expressly reserved.

Betsy A. Patton  
Witness  
Print Name: Betsy A. Patton

Peter W. Canale  
Peter W. Canale

Betsy A. Patton  
Witness  
Print Name: Betsy A. Patton

Traci L. Cox  
Traci L. Cox

SWORN and subscribed before me on this  
26<sup>th</sup> day of October, 2005

Notary's Signature

Notary Public for the State of Penns

My commission expires: 10/20/2007 (Seal)

**NOTARY**

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Robert L. Patton, Notary Public  
Tyrone Boro, Blair County  
My Commission Expires Nov. 20, 2007  
Member, Pennsylvania Association Of Notaries

***Exhibit "B"***

CERTIFIED TRUE COPY

of original

*6-30-06*  
*John D. Stephen*  
Notary Public for South Carolina  
S-22-15

**SPECIAL WARRANTY DEED**<sup>by Commission Expires 3-22-15</sup>

THIS INDENTURE MADE THE 29th day of June, 2006 Between **Reca Limited Partnership**, (Herein called the GRANTOR), **Bayview Financial Property Trust**, (Herein called the GRANTEE), of the other part,

WITNESSETH That the said GRANTOR, for and in consideration of the sum of **Twenty Three Thousand Nine Hundred Ninety Six Dollars and 79/100 (\$23,996.79)** lawful money of the United States of America and other valuable consideration, unto it well and truly paid by the GRANTEE, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release, confirm unto the said Grantee, their Heirs and Assigns, the following described real property, to wit:

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATED IN THE BOROUGH OF OSCEOLA MILLS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON THE PUBLIC ROAD LEADING FROM OSCEOLA MILLS TO PHILIPSBURG, AT THE CORNER OF LOT NO. 1, ACCORDING TO THE GENERAL PLAN OF OSCEOLA BOROUGH; THENCE IN A WESTERLY DIRECTION ALONG LINE OF SAID LOT NO. 1, ONE HUNDRED FIFTY (150) FEET TO A POST ON THE LINE OF MILLWARD ALLEY; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF SAID MILLWARD ALLEY, FORTY (40) FEET TO A POST ON THE CORNER OF LOT NO. 3; THENCE IN AN EASTERN DIRECTION ALONG THE LINE OF SAID LOT NO. 3, ONE HUNDRED FIFTY (150) FEET TO A POST ON THE PUBLIC ROAD; THENCE IN A SOUTHERLY DIRECTION ALONG THE LINE OF SAID PUBLIC ROAD, FIFTY (50) FEET TO THE POST AND CORNER OF LOT NO. 1 AND PLACE OF BEGINNING. BEING LOT NO. 2 OF THE PLAN OR PLOT OF LOTS AS LAID OUT BY JOHN G. MILLWARD IN OSCEOLA MILLS, PENNSYLVANIA.

EXCEPTING AND RESERVING NEVERTHELESS, ALL THE STONE, COAL AND MINERAL BENEATH THE SURFACE OF THE SOIL, TOGETHER WITH THE RIGHT OF FREE INGRESS, EGRESS, AN REGRESS AND SEARCH FOR, DIG AND CARRY AWAY THE SAME ALSO THE RIGHT TO MAKE ANY NECESSARY APERTURES FOR AIR IN THE SAID SURFACE OR FOR THE OTHER PURPOSES TO ENABLE THE OWNER OF THE MINERAL RIGHT TO OBTAIN THE COAL OR MINERAL RESERVED.

PARCEL ID NO.: 16-013-377-102

Further Known as: 114 Lingl St., Osceola Mills, PA

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply:

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
2. All valid oil, gas and mineral rights, interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor that affect the Property and any portion(s) thereof,
5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and any conditions that would be revealed by a physical inspection and survey of the Property.

TITLE TO SAID PREMISES VESTED IN **Reca Limited Partnership** by Deed from **HomEq Servicing Corporation f/k/a TMS Mortgage Inc. d/b/a The Money Store**, dated May 18, 2004, recorded June 7, 2004 in Instrument No. 200409050

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

TO HAVE AND TO HOLD the said lot or piece of ground above described with the buildings and improvements, messuage or tenement thereon erected hereditaments and premises hereby granted, or mentioned, and intended so to be, with appurtenances, unto the said Grantee, their Heirs and Assigns, to and for the only proper use by said Grantee, their Heirs and Assigns forever.

AND the said Grantor, for itself, its Successors and Assigns, does by these presents, covenant, promise use by said Grantee, their Heirs and Assigns, that it the said Grantor, and its Successors and Assigns, all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against it, the said Grantor, and its Successors and Assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, the said Grantor, or any of them, shall and will subject as aforesaid SPECIALY WARRANT and forever DEFEND.

IN WITNESS WHEREOF the undersigned has set his/her hand and seal, for and on behalf of the said grantor, Reca Limited Partnership.

IN THE PRESENCE OF US:

Leigh A. Leaphart  
Leigh A. Leaphart  
David W. Campbell  
David W. Campbell  
David M. Patchfork  
David M. Patchfork

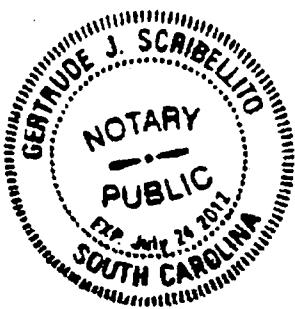
STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

RECA Limited Partnership

David W. Campbell, President FAC  
General Partner

On this, the 29<sup>th</sup> day of June, 2006, before me the undersigned officer, personally appeared David W. Campbell, who acknowledged himself/herself to be the President of FAC general partner to Reca Limited Partnership, and that he/she as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the names of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Gertrude J. Scabellito  
Notary Public

My commission expires: July 24, 2012

NOTICE DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND NOTICE RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE /HAVE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

NOTICE. THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE (S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 & 1.

BAYVIEW FINANCIAL PROPERTY TRUST

By: \_\_\_\_\_

Witness

ASSIGNMENT OF SELLER'S INTEREST  
IN AGREEMENT FOR DEED (LAND CONTRACT)

BV# 324709

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED, RECA Limited Partnership, a South Carolina Limited Partnership WHOSE ADDRESS IS PO Box 1996, Irmo, SC 29063, (COLLECTIVELY, ASSIGNOR) BY THESE PRESENTS DOES CONVEY, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER AND SET OVER ALL OF ASSIGNOR'S RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN AGREEMENT FOR DEED (LAND CONTRACT) BETWEEN RECA LIMITED PARTNERSHIP ("SELLER") AND PETER W. CANALE AND TRACI L. COX ("BORROWER") TOGETHER WITH THE CERTAIN NOTE(S), IF ANY, DESCRIBED THEREIN WITH ALL INTEREST, ALL LIENS, AND ANY RIGHTS DUE OR TO BECOME DUE THEREON TO:

BENEFICIARY: **BAYVIEW FINANCIAL PROPERTY TRUST,  
A DELAWARE BUSINESS TRUST**

BORROWER: **PETER W. CANALE AND TRACI L. COX**  
PROPERTY ADD: **114 LINGLE ST, OSCEOLA MILLS, PA, 16666**

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AS A SEALED INSTRUMENT BY IT'S PROPER OFFICER WHO WAS DULY AUTHORIZED BY A RESOLUTION OF IT'S BOARD OF DIRECTORS.

DATED: \_\_\_\_\_

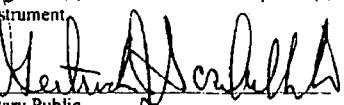
**Reca Limited Partnership,  
A South Carolina limited partnership**

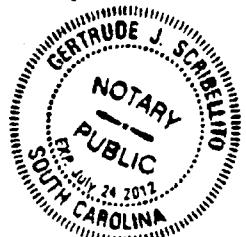
By: Financial Assistance Corp.,  
Its General Partner

By: \_\_\_\_\_  
David W. Campbell Jr., President  
  
SOUTH  
STATE OF (CAROLINA )  
) SS  
COUNTY OF (CHARLTON)

On \_\_\_\_\_, before me, a notary public for an within the said county, personally appeared, David W. Campbell, Jr., President of Financial Assistance Corporation, the general partner of RECA Limited Partnership, a South Carolina Limited Partnership, whose address is PO Box 1996, Irmo, SC 29063, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

By:   
Notary Public,  
My commission expires:



***Exhibit "C"***



**Mattleman, Weinroth & Miller, P.C.**

ATTORNEYS AT LAW

401 Route 70 East, Suite 100 • Cherry Hill, New Jersey 08034

Tel: 856.429.5507 • Fax: 856.429.9036

[www.mwm-law.com](http://www.mwm-law.com)

Robert W. Cusick

[rcusick@mwm-law.com](mailto:rcusick@mwm-law.com)

Member of NJ & PA Bars

Our File: 902.68188

October 10, 2006

TO: Peter M. Canale  
141 Lingle Street  
Osceola, Mills, PA 16666

Traci L. Cox  
141 Lingle Street  
Osceola, Mills, PA 16666

FROM: Bayview Financial Property Trust  
4424 Ponce De Leon Blvd.  
5<sup>th</sup> Floor  
Coral Gables, FL 33146

We hereby give notice that Peter M. Canale and Traci L. Cox, are in default of its obligations under the Lease Agreement which it entered into on October 25, 2005 for property located at 141 Lingle Street, Osceola Mills, PA. Peter M. Canale and Traci L. Cox have failed to fulfill its obligations under the written lease dated October 25, 2005 in the following particulars:

1. Failure to pay rent as of August 1, 2006.

It is hereby demanded that Peter m. Canale and Traci L. Cox immediately cure its defaults. Failure to do so shall require the Landlord to pursue any and all remedies it may have under the lease or at law with respect to your tenancy. Nothing contained in this letter shall constitute a waiver as to any rights Landlord may have under the lease or applicable law.

As a result of the foregoing defaults, Peter m. Canale and Traci L. Cox are hereby notified that said lease agreement shall terminate on November 10, 2006. At or before that time, Peter M. Canale and Traci L. Cox are to deliver possession of the leased premises to Landlord. If Peter M. Canale and Traci L. Cox fail to do so, legal proceedings will be instituted against Peter M. Canale and Traci L. Cox for the purpose of recovering possession of the leased premises as well as monetary damages, punitive damages, attorneys fees and costs.

Very Truly yours,  
MATTLEMAN, WEINROTH & MILLER, P.C.

ROBERT W. CUSICK, ESQUIRE

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, (the Act) 15  
U.S.C. SECTION 1692 AS AMENDED**

1. The law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for the purpose of collecting a debt.
2. The amount of the debt is stated in the attached letter, or Complaint
3. The Plaintiff named in the attached letter or complaint is the creditor to whom the debt is owed, or is the servicing agent for the creditor to whom the debt is owed. The undersigned attorney represents the interests of the Plaintiff.
4. The debt described in the letter or complaint will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
6. If the creditor named as Plaintiff in the attached letter or complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
7. **FEDERAL LAW GIVES YOU THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE TO DISPUTE THE VALIDITY OF THE DEBT OR ANY PART OF IT. THE LAW DOES NOT REQUIRE THAT WE WAIT UNTIL THE END OF THE THIRTY-DAY PERIOD TO CONTINUE WITH THE SUBJECT LEGAL ACTION. IF, HOWEVER, YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY-DAY PERIOD THAT BEGINS WITH YOUR RECEIPT OF THIS LETTER, THE LAW REQUIRES THAT WE SUSPEND OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE MORTGAGE AND NOTE, INCLUDING SEEKING A DEFAULT IN THE FORECLOSURE SUIT FOR YOUR FAILURE TO RESPOND TO THE ATTACHED COMPLAINT WITHIN THE TIME REQUIRED UNDER THE SUMMONS, UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. IF YOU REQUEST VALIDATION OF THE DEBT, AS STATED HEREIN, YOU ARE UNDER NO OBLIGATION TO RESPOND TO THE SUMMONS AND COMPLAINT UNTIL WE RESPOND WITH THE REQUESTED INFORMATION**
8. Written requests should be addressed to Law Offices of Mattleman, Weinroth & Miller, 401 Route 70 East, Suite 100, Cherry Hill, NJ 08034, Attn: Foreclosure Department.
9. This is an attempt to collect a debt, and any information obtained will be used for that purpose. However, if you have previously received a discharge in Bankruptcy, this correspondence is not and should not be construed as an attempt to collect a debt, but only enforcement of a lien against your property.

**Name and Address of Sender**

Mattlieman, Weinroth & Miller  
401 Route 70 East, Suite 100  
Cherry Hill, NJ 08034

Check type of mail or service:

<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input checked="" type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured	

Affix Stamp Here  
*If issued as a  
certificate of mailing,  
or for additional  
copies of this bill*

Article Number

2.

1

୮

2

8

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)
2	2	John Doe

PS Form 3877, February 2002 (Page 1 of 2)

See Privacy Act Statement on Reverse

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

MATTELMAN, WEINROTH & MILLER, P.C.  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO. 46450  
401 ROUTE 70 EAST, SUITE 100  
CHERRY HILL, NEW JERSEY 08034  
(856) 429-5507  
ATTORNEY FOR PLAINTIFF

MAY 15 2007

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,  
vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO. 2007-763-C

#### 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS ENCONTRAS DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. 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 PUEDE CONSEGUIR ASISTENCIA LEGAL.

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

**MATTLEMAN, WEINROTH & MILLER, P.C.  
BY: JOHN C. MILLER, III, ESQUIRE  
ATTORNEY I.D. NO. 46450  
401 ROUTE 70 EAST, SUITE 100  
CHERRY HILL, NEW JERSEY 08034  
(856) 429-5507  
ATTORNEY FOR PLAINTIFF**

BAYVIEW FINANCIAL PROPERTY TRUST  
4424 PONCE DE LEON BLVD., 5<sup>TH</sup> FLOOR  
CORAL GABLES, FL 33146

PLAINTIFF,

vs.

PETER M. CANALE  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TRACI L. COX  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

TENANT/OCCUPANT  
141 LINGLE STREET  
OSCEOLA MILLS, PA 16666

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

DOCKET NO.

CIVIL ACTION COMPLAINT

CIVIL ACTION COMPLAINT

1. Plaintiff, Bayview Financial Property and Trust, is a validly existing trust with an address of 4425 Ponce De Leon Blvd., 5<sup>th</sup> Floor, Coral Gables, FL 33146. Plaintiff is the owner of a certain property located at 114 Lingle Street, Osceola Mills, PA 16666 (hereinafter referred to as "Premises").
2. Defendants, Peter W. Canale, Traci L. Cox and Tenant/Occupants are adult individuals who reside at 114 Lingle Street, Osceola Mills, PA 16666.
3. On or about October 25, 2005, the Defendants entered into an Agreement with RECA Limited Partnership to lease/purchase the property known as 114 Lingle Street, Osceola Mills, PA 16666. The term of the Agreement was for fifteen (15) years. (A copy of the Agreement is attached hereto and made a part hereof as Exhibit "A").

4. RECA Limited Partnership transferred the Premises to Plaintiff subject to the leasehold of the Defendants on June 29, 2006. Said Deed was subsequently recorded in the Recorder of Deeds for Clearfield County under Instrument Number 200612767. A copy of the Deed is attached hereto and made a part hereof as Exhibit "B".
5. The monthly rental for the Premises was \$247.91, which was due and payable on the first day of each month. In the event the monthly payment was not made within ten (10) days of the date due, the Agreement provided for the assessment of a ten (10%) percent late fee.
6. In addition to making the monthly payments as set forth herein, Defendants were also required to pay the taxes, insurance and other assessments for the benefit of the Premises.
7. Defendants have failed and refused to make monthly payments as they became due and owing from August 1, 2006 through May 1, 2007 inclusive. The aggregate amount due for said period, including late fees and unpaid assessments is \$2,940.01. Defendants have failed and refuse to pay the outstanding amounts due as set forth herein.
8. By virtue of their failure to pay all rent and other charges due under the Agreement, Defendants are in breach of their obligations thereunder.

**COUNT I**

**EJECTIONMENT**

9. The allegations contained in Paragraphs 1 though 8 inclusive are incorporated herein by reference as though set forth at length.
10. On October 10, 2006, Plaintiff served Defendants with a thirty (30) day Notice with intent to terminate. Defendants refused to vacate the Premises after the expiration of the thirty (30) day termination period. (A copy of the Notice is attached hereto and made a part hereof as Exhibit "C").

11. By virtue of Defendants' breach of their obligations under the Agreement and by virtue of Plaintiff's termination of the Lease, Plaintiff is entitled to possession of the Premises.

WHEREFORE, the Plaintiff demands judgment against Defendants for possession of the Premises.

**COUNT II**

**MONEY DAMAGES**

12. The allegations contained in Paragraphs 1 though 11 inclusive are incorporated herein by reference as though set forth at length.

13. Pursuant to the Agreement, Defendants are indebted to Plaintiff for unpaid rent, late fees and assessments in the amount of \$2,940.01. Additional rent and other charges may accrue subsequent to the filing of this Complaint.

WHEREFORE, the Plaintiff demands judgment in its favor and against Defendants in the amount of \$2,940.01, plus additional charges for rent and other charges which may become due and payable between the filing of this Complaint and Trial.

MATTLEMAN, WEINROTH & MILLER, P.C.

BY:

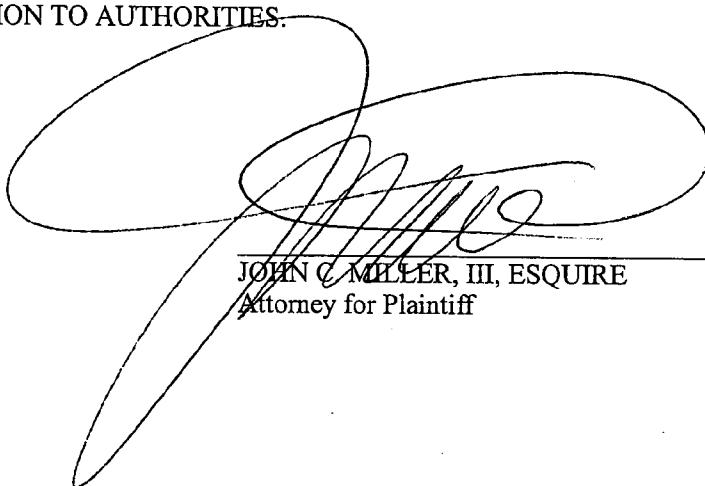
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

The undersigned, JOHN C. MILLER, III, ESQUIRE, being duly sworn according to law, deposes and says that he is the attorney for Plaintiff and that he is authorized to make this Verification on behalf of Plaintiff, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

THE UNDERSIGNED UNDERSTANDS THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 P.A.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

DATE:

  
JOHN C. MILLER, III, ESQUIRE  
Attorney for Plaintiff

***Exhibit "A"***

Prepared By:  
RECA Limited Partnership  
P.O. Box 1996  
Irmo, SC 29063  
(803) 798-4666

*Peter W. Canale (attest)*  
*Traci L. Cox (attest)*

**AGREEMENT FOR DEED**  
(Land Contract)

*TAC*

**THIS AGREEMENT FOR DEED** is entered into on this 25<sup>th</sup> day of October 2005 between RECA Limited Partnership hereafter known as the "Seller" and Peter W. Canale & Traci L. Cox hereafter known as the "Purchaser".

**WITNESSETH** that if Purchaser shall first make the payments and perform the covenant(s) hereafter described:

1. **SELLER** hereby covenant(s) and agree(s) to convey and assure to the Purchaser and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: 114 Lingle Street, in the County of Clearfield, the city of Osceola Mills, the State of Pennsylvania and further known and described as follows, to-wit:

**SEE Attachment "A" FOR LEGAL DESCRIPTION OF PROPERTY**

2. **PURCHASER** hereby covenant(s) and agree(s) to pay to the Seller the sum of Twenty-four Thousand, Nine Hundred Dollars and no/cents, (\$24,900.00) in the manner as follows: Five Hundred Dollars and no/cents, (\$500.00);

**THIS DOWN PAYMENT IS NON-REFUNDABLE** *PWC TC*

shall be paid at the signing of this agreement and the remaining Twenty-four Thousand, Four Hundred Dollars and no cents (\$24,400.00) shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of nine percent (9.0%) per annum, payable monthly on the whole sum remaining from time to time unpaid;

3. **AND TO PAY ALL TAXES**, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year of 2005.

4. **AND TO KEEP THE BUILDINGS UPON SAID PREMISES INSURED BY SOME COMPANY SATISFACTORY TO THE SELLER**, and payable to the parties, respectively as their interest may appear in the sum not less than Twenty-four Thousand, Four Hundred Dollars and no/cents (\$24,400.00) during the term of this agreement.

5. **AND IF ANY TAXES, INSURANCE OR OTHER ASSESSMENTS** are not paid then this agreement is in default, and *at the option of the Seller*, the seller can pay said taxes, insurance or other assessments and add the payments made plus up to 50% of that payment as penalty to the principal balance due.

6. **IT IS MUTUALLY AGREED**, by and between the parties hereto, that the Seller transfers the said property to the Purchaser in strictly "**AS IS**" condition *PWC TC*

and the *Purchaser(s)* are solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding *Four months (4)* and maintaining the property in good state of repairs during the term of this agreement.

7. **AND IN CASE OF FAILURE OF THE PURCHASER** to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into, *or transfer of any ownership interest in this "Agreement"* by Purchaser, this contract, *at the option of the Seller*, may be forfeited and terminated, and the Purchaser shall forfeit all payments made by him/her/them on this contract; and such payments may be retained by the Seller in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore.

8. **CONVERSION TO "MONTH TO MONTH" TENANCY**; upon the Seller exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the Purchaser and in all claiming Lender(s), the Purchaser shall wholly cease and terminate, and the Purchaser shall be deemed a "month to month" tenant. The Purchaser now known as "Tenant", agrees to surrender the said property to the Seller without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear

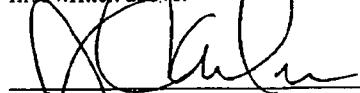
and tear alone accepted within thirty (30) days after notice of termination. After termination by the Seller pursuant to this paragraph;

9. **THE PURCHASER SHALL** then pay rent in an amount equal to the principal and the interest payment stated herein and the Purchaser acknowledges that the Seller **will initiate an action to evict the Purchaser when any rent payment is more than thirty (30) days late.** In the event the Purchaser neglects or refuses to surrender such possession it shall be lawful for the Seller to enter upon and take possession of the said property without notice and remove all persons and their personal property. Seller may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of **Clearfield County**, to evidence the existence of his/hers/theirs election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded, shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the Purchaser and the Seller election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the Purchaser and all improvements constructed in or upon the said property shall be retained by the Seller as compensation for the use and occupancy thereof by the Purchaser, consideration for the execution of this Agreement and liquidation damages to the Seller for such default. The Seller in the event of default by the Purchaser, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.

10. **THE PURCHASER ACKNOWLEDGES** that upon termination of this agreement by the Seller and Purchaser becomes a "month to month" tenant with a monthly rent equal to **Two Hundred, Forty-seven Dollars and ninety-one cents (\$247.91)**.

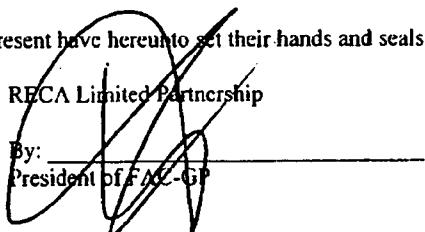
11. **IT IS MUTUALLY AGREED**, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties. *At the option of the Seller, Purchaser further agrees to convert these documents to a Deed and Mortgage and provide the seller updated financial information.*

**IN WITNESS WHEREOF**, the Parties to these present have hereunto set their hands and seals the day and year first written above.



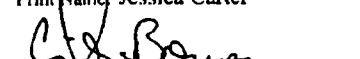
Witness

Print Name: Jessica Carter

  
RECA Limited Partnership

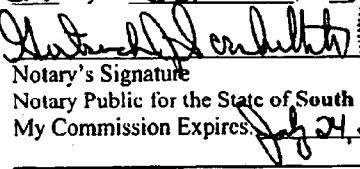
By:

President of FAL GP

  
Witness

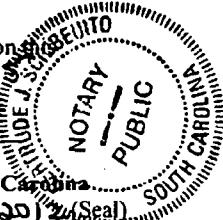
Print Name: Cindy Bowen

SWORN and subscribed before me on the  
29 day of Oct, 2005

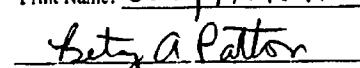
  
Notary's Signature

Notary Public for the State of South Carolina

My Commission Expires July 24, 2012 (Seal)

  
Witness

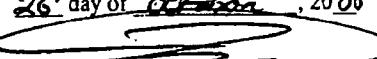
Print Name: Betsy A. Patton

  
Witness

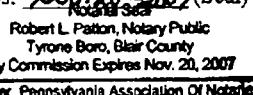
Print Name: Betsy A. Patton

SWORN and subscribed before me on this

26<sup>th</sup> day of Oct, 2005

  
Notary's Signature

Notary Public for the State of Pennsylvania  
COMMONWEALTH OF PENNSYLVANIA  
My Commission Expires Nov. 20, 2007



Member, Pennsylvania Association Of Notaries



## ATTACHMENT "A" – LEGAL DESCRIPTION

**THIS AGREEMENT** is secured by the property listed below between RECA Limited Partnership and Peter W. Canale & Traci L. Cox:

Street Address: 114 Lingle Street

Osceola Mills, PA 16666

Description:

**ALL THAT CERTAIN lot or piece of ground situate in the Borough of Osceola Mills, County of Clearfield and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:**

Beginning at a post on the public road leading from Osceola Mills to Philipsburg, at the corner lot No. 1, according to the general plan of Osceola Borough; thence in a westerly direction along line of said Lot No. 1, One Hundred fifty (150) feet to a post on the line of Millward Alley; thence in northerly direction along the line of said Millward Alley, forty (40) feet to a post on the corner of Lot No. 3; thence in an easterly direction along the said Lot No. 3, one hundred fifty (150) feet to a post on the public road; thence in a southerly direction along the line of said public road, fifty (50) feet to the post and corner of lot No. 1 and place of beginning being Lot No. 2 of the plan or plot of lots as laid out by John G. Millward in Osceola Mills, Pennsylvania.

Excepting and reserving nevertheless, all the stone, coal and mineral beneath the surface of the soil together with the right of free ingress, egress, and regress and search for, dig and carry away the same also the right to make any necessary apertures for air in the said surface or for the other purposes to enable the owner of the mineral right to obtain the coal or mineral reserved.

Further known as 114 Lingle Street, Osceola Mills, Pennsylvania 16666

Tax Parcel No.: 16-013-377-102

Initial PWC TLC

### ***“CERTIFICATION”***

**I/WE, THE PURCHASER**, hereby certify that I/We have been informed by the Seller that it is advisable when entering into an "Agreement for Deed" for real estate to obtain legal advise from an attorney. I/We the Purchaser have decided not to consult an attorney and I/We have made that decision outside the presence of the Seller. I/We further certify this "Certification" was signed outside the presence of Seller.

Betsy A Patton

Witness

Print Name: Betsy A. Patton

Betty A. Path

**Witness**

Print Name: Betsy A Patton

Pete W. Coker

Peter W. Canale

Frank T. Cox

Traci L. Cox

*SWORN* and subscribed before me on this  
26 day of *October*, 2005

Notary's Signature

Notary Public for the State of Peru  
My Commission expires: Nov. 20, 2007 (Seal)

**NOTARY**

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Robert L. Paxton, Notary Public	
Tyrone Borough, Blair County	
My Commission Expires Nov. 29, 2007.	
Member Pennsylvania Association Of Notaries	

## Purchase Money Note

25<sup>th</sup> Day of October 2005

\$ 24,400.00

**FOR VALUE RECEIVED**, the undersigned promises to pay to the order of RECA Limited Partnership or its assigns:

SEND PAYMENT TO: RECA Limited Partnership  
P.O. Box 1996  
Irmo, SC 29063

**THE PRINCIPAL SUM** of Twenty-four Thousand, Four Hundred Dollars and no/cents (\$24,400.00) as follows:

**BEARING INTEREST** at the rate of nine percent (9.0%) per annum from date hereof in monthly installments of Two Hundred, Forty-seven Dollars and ninety-one/cents (\$247.91) each payment beginning the 1<sup>st</sup> day of each month beginning on December 1<sup>st</sup>, 2005 each payment shall be applied first to any late fees or other fees associated with this promissory note, then the accrued interest will be calculated from payment to payment on the unpaid principal balance at the rate of nine percent (9.0%) the remainder thereof to the unpaid principal balance, and the entire remaining unpaid principal balance together with accrued interest to date shall become due and payable in full on the 1<sup>st</sup> day of November in the year 2020. All payments not received on or before the 10<sup>th</sup> of the month will be subject to a 10% late fee. If a check is returned for ANY REASON a charge of \$ 25.00 will be applied.

**THIS NOTE**, is secured by an "AGREEMENT FOR DEED" on the following property:

Address: 114 Lingle Street  
City, State, Zip: Osceola Mills, PA 16666  
County: Clearfield Tax Map: # 16-013-377-102

**IT IS SPECIFICALLY AGREED** that the makers hereof shall have the right of prepayment at any time without the penalty of additional interest so long as accrued interest on the unpaid principal is paid as herein provided.

**AND THAT UPON FAILURE** to make the payment or any part thereof, at the time when due, then the unpaid principal balance hereof plus interest shall, at the option of the holder of this note, at once becomes due and payable.

**If this note is placed in the hands of an attorney for collection by suit or otherwise, I/We will pay, on demand, any attorney's fees and related expenses that the holder of this note incurs.**

**ALL PARTIES HERETO**, makers, endorsers, sureties, Guarantors, or otherwise, severally waive protest, demand, presentment and notice of dishonor and the holder may grant extensions of the time of payment of this note, or a part thereof, without any release of liability as to parties secondarily liable, who hereby waive notice, as to such extension, and against whom recourse is, in such event, expressly reserved.

Betsy A. Patton  
Witness  
Print Name: Betsy A. Patton

Peter W. Canale  
Peter W. Canale

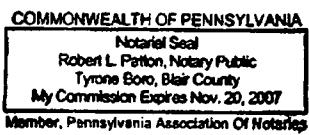
Betsy A. Patton  
Witness  
Print Name: Betsy A. Patton

Traci L. Cox  
Traci L. Cox

SWORN and subscribed before me on this  
26 day of October 2005

Notary's Signature  
Notary Public for the State of Penns  
My commission expires: Nov. 20, 2007 (Seal)

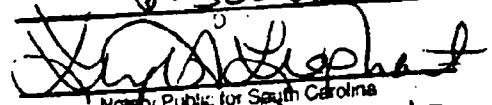
**NOTARY**



***Exhibit "B"***

CERTIFIED TRUE COPY  
of original

6-30-06

  
Notary Public for South Carolina

Commission Expires 3-22-15

**SPECIAL WARRANTY DEED**

THIS INDENTURE MADE THE 29th day of June, 2006 Between **Reca Limited Partnership**, (Herein called the GRANTOR), **Bayview Financial Property Trust**, (Herein called the GRANTEE), of the other part,

WITNESSETH That the said GRANTOR, for and in consideration of the sum of **Twenty Three Thousand Nine Hundred Ninety Six Dollars and 79/100 (\$23,996.79)** lawful money of the United States of America and other valuable consideration, unto it well and truly paid by the GRANTEE, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release, confirm unto the said Grantee, their Heirs and Assigns, the following described real property, to wit:

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATED IN THE BOROUGH OF OSCEOLA MILLS, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON THE PUBLIC ROAD LEADING FROM OSCEOLA MILLS TO PHILIPSBURG, AT THE CORNER OF LOT NO. 1, ACCORDING TO THE GENERAL PLAN OF OSCEOLA BOROUGH; THENCE IN A WESTERLY DIRECTION ALONG LINE OF SAID LOT NO. 1, ONE HUNDRED FIFTY (150) FEET TO A POST ON THE LINE OF MILLWARD ALLEY; THENCE IN A NORTHERLY DIRECTION ALONG THE LINE OF SAID MILLWARD ALLEY, FORTY (40) FEET TO A POST ON THE CORNER OF LOT NO. 3; THENCE IN AN EASTERLY DIRECTION ALONG THE LINE OF SAID LOT NO. 3, ONE HUNDRED FIFTY (150) FEET TO A POST ON THE PUBLIC ROAD; THENCE IN A SOUTHERLY DIRECTION ALONG THE LINE OF SAID PUBLIC ROAD, FIFTY (50) FEET TO THE POST AND CORNER OF LOT NO. 1 AND PLACE OF BEGINNING. BEING LOT NO. 2 OF THE PLAN OR PLOT OF LOTS AS LAID OUT BY JOHN G. MILLWARD IN OSCEOLA MILLS, PENNSYLVANIA.

EXCEPTING AND RESERVING NEVERTHELESS, ALL THE STONE, COAL, AND MINERAL BENEATH THE SURFACE OF THE SOIL, TOGETHER WITH THE RIGHT OF FREE INGRESS, EGRESS, AND REGRESS AND SEARCH FOR, DIG AND CARRY AWAY THE SAME ALSO THE RIGHT TO MAKE ANY NECESSARY APERTURES FOR AIR IN THE SAID SURFACE OR FOR THE OTHER PURPOSES TO ENABLE THE OWNER OF THE MINERAL RIGHT TO OBTAIN THE COAL OR MINERAL RESERVED.

PARCEL ID NO.: 16-013-377-102

Further Known as: 114 Lingle St., Osceola Mills, PA

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply:

1. All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
2. All valid oil, gas and mineral rights, interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor that affect the Property and any portion(s) thereof,
5. Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and any conditions that would be revealed by a physical inspection and survey of the Property.

**TITLE TO SAID PREMISES VESTED IN** Reca Limited Partnership by Deed from HomEq Servicing Corporation f/k/a TMS Mortgage Inc. d/b/a The Money Store, dated May 18, 2004, recorded June 7, 2004 in Instrument No. 200409050

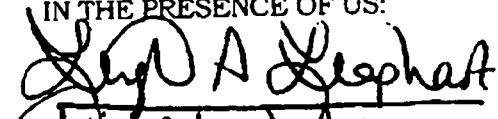
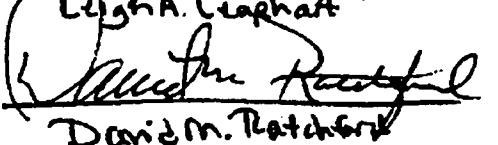
**TOGETHER** with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor, as well at law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

**TO HAVE AND TO HOLD** the said lot or piece of ground above described with the buildings and improvements, messuage or tenement thereon erected hereditaments and premises hereby granted, or mentioned, and intended so to be, with appurtenances, unto the said Grantee, their Heirs and Assigns, to and for the only proper use by said Grantee, their Heirs and Assigns forever.

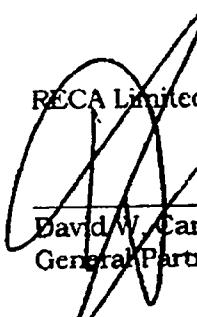
**AND** the said Grantor, for itself, its Successors and Assigns, does by these presents, covenant, promise use by said Grantee, their Heirs and Assigns, that it the said Grantor, and its Successors and Assigns, all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its Successors and Assigns, against it, the said Grantor, and its Successors and Assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, the said Grantor, or any of them, shall and will subject as aforesaid **SPECIALLY WARRANT** and forever **DEFEND**.

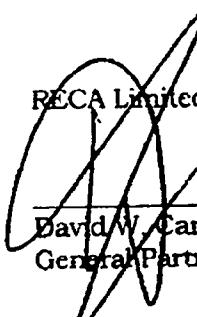
**IN WITNESS WHEREOF** the undersigned has set his/her hand and seal, for and on behalf of the said grantor, Reca Limited Partnership.

IN THE PRESENCE OF US:

  
Leigh A. Leaphart  
  
David W. Campbell  
President FAC  
General Partner

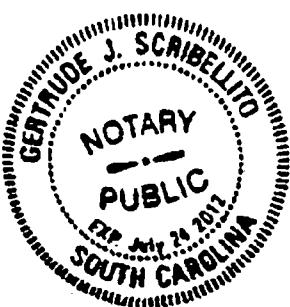
STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

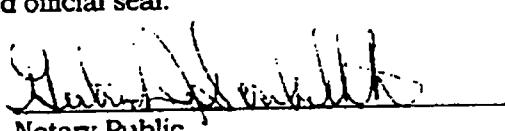
  
RECA Limited Partnership

  
David W. Campbell, President FAC  
General Partner

On this, the 29<sup>th</sup> day of June, 2006, before me the undersigned officer, personally appeared David W. Campbell, who acknowledged himself/herself to be the President of FAC general partner to Reca Limited Partnership, and that he/she as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the names of the corporation.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.



  
Notary Public

My commission expires: July 24, 2012

NOTICE DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND NOTICE RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE /HAVE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

NOTICE. THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE (S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 & 1.

BAYVIEW FINANCIAL PROPERTY TRUST

By: \_\_\_\_\_

Witness

ASSIGNMENT OF SELLER'S INTEREST  
IN AGREEMENT FOR DEED (LAND CONTRACT)

BV# 324709

FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS  
HEREBY ACKNOWLEDGED, THE UNDERSIGNED, RECA Limited Partnership, a South  
Carolina Limited Partnership WHOSE ADDRESS IS PO Box 1996, Irmo, SC 29063,  
(COLLECTIVELY, ASSIGNOR) BY THESE PRESENTS DOES CONVEY, GRANT, BARGAIN,  
SELL, ASSIGN, TRANSFER AND SET OVER ALL OF ASSIGNOR'S RIGHT, TITLE AND  
INTEREST IN AND TO THAT CERTAIN AGREEMENT FOR DEED (LAND CONTRACT)  
BETWEEN RECA LIMITED PARTNERSHIP ("SELLER") AND PETER W. CANALE AND  
TRACI L. COX ("BORROWER") TOGETHER WITH THE CERTAIN NOTE(S), IF ANY,  
DESCRIBED THEREIN WITH ALL INTEREST, ALL LIENS, AND ANY RIGHTS DUE OR TO  
BECOME DUE THEREON TO:

BENEFICIARY: **BAYVIEW FINANCIAL PROPERTY TRUST,  
A DELAWARE BUSINESS TRUST**

BORROWER: **PETER W. CANALE AND TRACI L. COX**  
PROPERTY ADD: **114 LINGLE ST, OSCEOLA MILLS, PA, 16666**

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS INSTRUMENT TO BE  
EXECUTED AS A SEALED INSTRUMENT BY IT'S PROPER OFFICER WHO WAS DULY  
AUTHORIZED BY A RESOLUTION OF IT'S BOARD OF DIRECTORS.

DATED: \_\_\_\_\_

**Reca Limited Partnership,  
A South Carolina limited partnership**

By: Financial Assistance Corp.,  
Its General Partner

By: \_\_\_\_\_  
David W. Campbell, Jr., President

SOUTH  
STATE OF CAROLINA )  
 ) SS  
COUNTY OF RICHLAND)

On \_\_\_\_\_, before me, a notary public for an within the said county, personally appeared, David W. Campbell, Jr., President of Financial Assistance Corporation, the general partner of RECA Limited Partnership, a South Carolina Limited Partnership, whose address is PO Box 1996, Irmo, SC 29063, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

By:   
Notary Public,  
My commission expires:



***Exhibit "C"***



Mattleman, Weinroth & Miller, P.C.

ATTORNEYS-AT-LAW

401 Route 70 East, Suite 100 • Cherry Hill, New Jersey 08034

Tel: 856.429.5507 • Fax: 856.429.9036

[www.mwm-law.com](http://www.mwm-law.com)

Robert W. Cusick

[rcusick@mwm-law.com](mailto:rcusick@mwm-law.com)

Member of NJ & PA Bars

Our File: 902.68188

October 10, 2006

TO: Peter M. Canale  
141 Lingle Street  
Osceola, Mills, PA 16666

Traci L. Cox  
141 Lingle Street  
Osceola, Mills, PA 16666

FROM: Bayview Financial Property Trust  
4424 Ponce De Leon Blvd.  
5<sup>th</sup> Floor  
Coral Gables, FL 33146

We hereby give notice that Peter M. Canale and Traci L. Cox, are in default of its obligations under the Lease Agreement which it entered into on October 25, 2005 for property located at 141 Lingle Street, Osceola Mills, PA. Peter M. Canale and Traci L. Cox have failed to fulfill its obligations under the written lease dated October 25, 2005 in the following particulars:

1. Failure to pay rent as of August 1, 2006.

It is hereby demanded that Peter m. Canale and Traci L. Cox immediately cure its defaults. Failure to do so shall require the Landlord to pursue any and all remedies it may have under the lease or at law with respect to your tenancy. Nothing contained in this letter shall constitute a waiver as to any rights Landlord may have under the lease or applicable law.

As a result of the foregoing defaults, Peter m. Canale and Traci L. Cox are hereby notified that said lease agreement shall terminate on November 10, 2006. At or before that time, Peter M. Canale and Traci L. Cox are to deliver possession of the leased premises to Landlord. If Peter M. Canale and Traci L. Cox fail to do so, legal proceedings will be institute against Peter M. Canale and Traci L. Cox for the purpose of recovering possession of the leased premises as well as monetary damages, punitive damages, attorneys fees and costs.

Very Truly yours,  
MATTLEMAN, WEINROTH & MILLER, P.C.

ROBERT W. CUSICK, ESQUIRE

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, (the Act) 15  
U.S.C. SECTION 1692 AS AMENDED**

1. The law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for the purpose of collecting a debt.
2. The amount of the debt is stated in the attached letter, or Complaint
3. The Plaintiff named in the attached letter or complaint is the creditor to whom the debt is owed, or is the servicing agent for the creditor to whom the debt is owed. The undersigned attorney represents the interests of the Plaintiff.
4. The debt described in the letter or complaint will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
5. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
6. If the creditor named as Plaintiff in the attached letter or complaint is not the original creditor, and if the debtor makes a written request to the creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
7. **FEDERAL LAW GIVES YOU THIRTY (30) DAYS AFTER YOU RECEIVE THIS NOTICE TO DISPUTE THE VALIDITY OF THE DEBT OR ANY PART OF IT. THE LAW DOES NOT REQUIRE THAT WE WAIT UNTIL THE END OF THE THIRTY-DAY PERIOD TO CONTINUE WITH THE SUBJECT LEGAL ACTION. IF, HOWEVER, YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY-DAY PERIOD THAT BEGINS WITH YOUR RECEIPT OF THIS LETTER, THE LAW REQUIRES THAT WE SUSPEND OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE MORTGAGE AND NOTE, INCLUDING SEEKING A DEFAULT IN THE FORECLOSURE SUIT FOR YOUR FAILURE TO RESPOND TO THE ATTACHED COMPLAINT WITHIN THE TIME REQUIRED UNDER THE SUMMONS, UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. IF YOU REQUEST VALIDATION OF THE DEBT, AS STATED HEREIN, YOU ARE UNDER NO OBLIGATION TO RESPOND TO THE SUMMONS AND COMPLAINT UNTIL WE RESPOND WITH THE REQUESTED INFORMATION**
8. Written requests should be addressed to Law Offices of Mattleman, Weinroth & Miller, 401 Route 70 East, Suite 100, Cherry Hill, NJ 08034, Attn: Foreclosure Department.
9. This is an attempt to collect a debt, and any information obtained will be used for that purpose.  
However, if you have previously received a discharge in Bankruptcy, this correspondence is not and should not be construed as an attempt to collect a debt, but only enforcement of a lien against your property.

Name and Address of Sender

Mattelman, Weinroth & Miller  
401 Route 70 East, Suite 100  
Cherry Hill, NJ 08034

Article Number

Check type of mail or service:

Certified       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

Klik Stamp Here  
(if issued as a  
certificate of mailing  
or for additional  
copies of this bill)  
Postmark and  
Date of Receipt

See Privacy Act Statement on Reverse

8. <i>Loc 1850-98</i>		7.	
<i>Act</i>			
Total Number of Pieces Listed by Sender <i>2</i>	Total Number of Pieces Received at Post Office <i>2</i>	Postmaster, Per (Name of receiving employee) <i>J. B. Jones</i>	Delivery C tu ch ne su g
See Privacy Act Statement on Reverse			
Complete by Type, Printer, Ink, or Ball Point Pen			

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or  
Pencil (Indicate name of receiving employee)