

07-785-CD
Deutsche Bank vs W. Elensky al

Deutsche Bank et al vs William Elenskysy et al
2007-785-CD

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

ATTORNEY FOR PLAINTIFF

Deutsche Bank National Trust
Company, as Trustee for Encore
Credit Receivables Trust 2005-
3
6501 Irvine Center Drive
Irvine, CA 92618
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

William M. Elensky, Jr.
Charlotte D. Elensky
103 Roblin Avenue
Curwensville, PA 16833
Defendant(s)

NO. 07-785-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

FILED Attypd. 85.00
MAY 18 2007
2 CC Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: Mortgage Electronic Registration Systems, Inc.
Assignments of Record to: Deutsche Bank National Trust Company, as Trustee for Encore Credit Receivables Trust 2005-3
Recording Date: **LODGED FOR RECORDING**

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

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

MORTGAGED PREMISES: 103 Roblin Avenue
MUNICIPALITY/TOWNSHIP/BOROUGH: Pike Township
COUNTY: Clearfield
DATE EXECUTED: 6/17/05
DATE RECORDED: 6/23/05 Instrument # 200509414

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

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

5. After demand, the Defendant(s) continues to fail or

refuses to comply with the terms of the Mortgage as follows:

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below;
- (b) by failing or refusing to pay other charges, if any, indicated below.

6. The following amounts are due on the said Mortgage as of 5/4/07:

Principal of debt due	\$178,245.67
Unpaid Interest at 8.74% * from 11/1/06 to 5/4/07 (the per diem interest accruing on this debt is \$42.68 and that sum should be added each day after 5/4/07)	7,960.05
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$0 and that sum should be added on the first of each month after 5/4/07)	2,486.40
Late Charges (monthly late charge of \$70.74 should be added in accordance with the terms of the note each month after 5/4/07)	353.70
NSF Charges	40.00
Recoverable Balance	4.70
Interest on Advance	22.94
Attorneys Fees (anticipated and actual to 5% of principal)	<u>8,912.28</u>
TOTAL	\$198,630.74

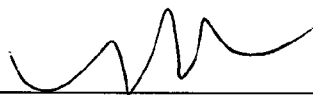
* This interest rate is subject to adjustment as more fully set forth in the Note and Mortgage.

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the

mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$198,630.74 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



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

Legal Description

ALL THAT CERTAIN LOT SITUATE IN THE SUBDIVISION KNOWN AS JO-LIN ACRES SITUATE IN PIKE TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD ON THE SOUTHEASTERN RIGHT-OF-WAY OF ROBLIN STREET HAVING A FIFTY (50) FOOT WIDE ROADWAY ON THE WESTERN CORNER OF LOT NO. G-2 (ERRONEOUSLY IDENTIFIED AS LOT NO. G-3 IN PRIOR DEEDS) SAID IRON ROD BEING LOCATED SOUTH FORTY-FIVE (45) DEGREES FOURTEEN (14) MINUTES ZERO (00) SECONDS WEST TWO HUNDRED (200.00) FEET FROM THE INTERSECTION OF SAID RIGHT-OF-WAY OF ROBLIN STREET WITH THE SOUTHWESTERN RIGHT-OF-WAY OF THIRD STREET HAVING A FIFTY (50) FOOT WIDE ROADWAY; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHEASTERN RIGHT-OF-WAY OF ROBLIN STREET SOUTH FORTY-FIVE (45) DEGREES FOURTEEN (14) MINUTES ZERO (00) SECONDS WEST ONE HUNDRED AND THREE HUNDREDTHS (100.03) FEET TO AN IRON ROD ON NORTHERN CORNER OF LOT NO. G-1; THENCE BY SAME SOUTH FORTY-FOUR (44) DEGREES FORTY-SIX (46) MINUTES ZERO (00) SECONDS EAST ONE HUNDRED FIFTEEN AND SIXTY-SIX HUNDREDTHS (115.66) FEET TO THE NORTHERN RIGHT-OF-WAY CORNER OF BRION STREET; THENCE BY SAME NORTH FIFTY-TWO (52) DEGREES THIRTY-FIVE (35) MINUTES FIFTY-EIGHT (58) SECONDS EAST ONE HUNDRED AND EIGHTY-SIX HUNDREDTHS (100.86) FEET TO AN IRON ROD AT THE SOUTH CORNER OF LOT NO. G-2; THENCE BY SAME NORTH FORTY-FOUR (44) DEGREES FORTY-SIX (46) MINUTES ZERO (00) SECONDS WEST ONE HUNDRED TWENTY-EIGHT AND FIFTY-NINE HUNDREDTHS (128.59) FEET TO THE PLACE OF BEGINNING. CONTAINING 12,216.3 SQUARE FEET OR 0.28045 ACRE BY CALCULATION.

BEING LOT NO. G-1A IN THE SUBDIVISION KNOWN AS JO-LIN ACRES RECORDED IN CLEARFIELD COUNTY APERTURE FILE NO. 985.

BEING IDENTIFIED IN THE CLEARFIELD COUNTY MAPPING AND ASSESSMENT OFFICE AS MAP NO. 126-H10-711-00089.

03-04-07
LOAN= 0017453085 DATE=02-06 USER=R57 KEY=OP010 VERS=025 TITLE=Part 1 PA NOI
LINES-PER-PAGE=NO CONDITIONS=4
647/0017453085/OP010/1/9/00000000000000

February 06, 2007

Charlotte D Elensky
103 Roblin Ave
Curwensville, PA 16833-6839

Homeowners Name: Charlotte D Elensky
Property Address: 103 Roblin Avenue, Curwensville PA 16833
Loan Account No.: 0017453085
Original Lender: OPTION ONE MORTGAGE CORPORATION
Current Lender/Service: Option One Mortgage Corporation
HOMEOWNER'S

EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM

FORECLOSURE AND HELP YOU MAKE FUTURE

MORTGAGE PAYMENTS

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

- * IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
 - * IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
 - * IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.
- TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

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

THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO

NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice, or you may find them by visiting the website at <http://www.phfa.org/applications/counseling/agencies.aspx>. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions to schedule one face-to-face meeting.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default

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

(Page 2 of 9)
OP010 025 R57

03-04-07
LOAN= 0017453085 DATE=02-06 USER=R57 KEY=OP011 VERS=016 TITLE=Part 1 PA NOI
LINES-PER-PAGE=NO CONDITIONS=4
647/0017453085/OP011/3/9/0000000000000

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

are very limited. They will be disbursed by the Agency under the
eligibility criteria established by the Act. The Pennsylvania
Housing Finance Agency has sixty (60) days to make a decision after
it receives your application. During that time, no foreclosure
proceedings will be pursued against you if you have met the time
requirements set forth above. You will be notified directly by the
Pennsylvania Housing Finance Agency of its decision on your
application.
(Page 3 of 9)
OP011 016 R57

Re: Loan No. 0017453085

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (BRING IT UP TO DATE).

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on
your property located at:
103 Roblin Avenue, Curwensville PA 16833

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

(a) Monthly payments: 3 MONTHS @ \$ 1,414.78
MONTHS @ \$.00 \$ 4244.34

(b) Previous late charges; \$ 141.48

(c) Other charges; Escrow, Inspection,
NSF checks \$.00

(d) Other provisions of the mortgage obligation,
if any \$ 0.00

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED
AS OF THIS DATE \$ 4385.82

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

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30)

days of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE
TO THE LENDER WHICH IS \$4385.82, PLUS ANY MORTGAGE PAYMENTS
AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.
Payments must be made either by cash, cashier's check, certified

check or money order made payable and sent to:

Overnight Mail Address Western Union Quick Collect

4600 Touchton Rd E Pay to: Option One Mortgage Corporation
Bldg 200 Ste 102 Code City: Optiontax, Fl
Jacksonville, FL 32246
Mailstop: J1 CASH
You can cure any other default by taking the following action within
thirty (30) days of the date of this letter. (Do not use if not

(applicable.)

Re: Loan No. 0017453085

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within
THIRTY (30) DAYS of the date of this Notice, the lender intends to
exercise its rights to accelerate the mortgage debt.

This means that the entire outstanding balance of this debt will be
considered due immediately and you may lose the chance to pay the
mortgage in monthly installments. If full payment of the total amount
past due is not made within THIRTY (30) DAYS, the lender also intends
to instruct its attorneys to start legal action to foreclose upon your
mortgaged property.

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the

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

(Page 7 of 9)
OP013 020 R57

03-04-07
LOAN= 0017453085 DATE=02-06 USER=R57 KEY=OP014 VERS=034 TITLE=Part 4 PA NOI
LINES=PER-PAGE=NO CONDITIONS=0
647/0017453085/OP014/8/9/0000000000000

Re: Loan No. 0017453085
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation
Address: 4600 Touchton Rd East Bldg 200 Ste 102
Attn: Trivonda Porter, Sara Haliko and Christie Basford
Address: Jacksonville, FL 32246
Phone Number: 904-996-1730 or 1-800-326-1500 ext. 61730
Fax Number: 1-866-497-1263
Contact Persons: Trivonda Porter, Sara Haliko and Christie Basford
Office hours: Monday through Thursday 8:00 a.m. to 8:00 p.m.
Friday and Saturday 8:00 a.m. to 5:00 p.m.
Email Address: PHFA@OMC.com
EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will

end your ownership of the mortgaged property and your right to occupy it.
If you continue to live in the property after the Sheriff's Sale, a
lawsuit to remove you and your furnishings and other belongings could
be started by the lender at any time.
ASSUMPTION OF MORTGAGE - You may or X may not (CHECK ONE) sell

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

YOU MAY ALSO HAVE THE RIGHT TO:

- * TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE
DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF
THIS DEBT.
- * TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT
HAD OCCURRED, IF YOU CURED THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS
RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- * TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE
PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
OP014 (Page 8 of 9)

03-04-07 MSP LETTERWRITER ACTIVITY FOR MONTH OF 02-07
LOAN= 0017453085 DATE=02-06 USER=R57 KEY=OP014 VERS=034 TITLE=Part 4 PA NOI
LINES=PER-PAGE=NO CONDITIONS=0

PAGE146,835
1C FORM=CKPX PRINTER=PZ3Z SECURITY=2

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

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

(Page 9 of 9)
OP014 034 R57

03-04-07
LOAN= 0017453085 DATE=02-06 USER=R30 KEY=OP845 VERS=016 TITLE=Part 1 PA NOI CO BOR 3 PROP
LINES-PER-PAGE=NO CONDITIONS=4
647/0017453085/OP845/1/9/00000000000000

1c FORM=CKPX PRINTER=P232 SECURITY=2

February 06, 2007

William M Elensky Jr
103 Roblin Avenue
Curwensville PA 16833

Homeowners Name: Charlotte D Elensky
Property Address: 103 Roblin Avenue, Curwensville PA 16833
Loan Account No.: 0017453085
Original Lender: OPTION ONE MORTGAGE CORPORATION
Current Lender/Servicer: Option One Mortgage Corporation

HOMEOWNER'S
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL

ASSISTANCE WHICH CAN SAVE YOUR HOME FROM

FORECLOSURE AND HELP YOU MAKE FUTURE

MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY
MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR
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 - * IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
 - * IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.
- TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to

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

THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO

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APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default

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

(Page 2 of 9)
OP845 016 R30

03-04-07 MSP LETTERWRITER ACTIVITY FOR MONTH OF 02-07 PAGE146,856
LOAN= 0017453085 DATE=02-06 USER=R30 KEY=OP846 VERS=010 TITLE=Part 1 PA NOI CO BOR 3 PROP 1C FORM=CKPX PRINTER=P23Z SECURITY=2
LINES=PER-PAGE=NO CONDITIONS=4
647/0017453085/OP846/3/9/0000000000000

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LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND
YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION - Available funds for emergency mortgage assistance

are very limited. They will be disbursed by the Agency under the
eligibility criteria established by the Act. The Pennsylvania
Housing Finance Agency has sixty (60) days to make a decision after
it receives your application. During that time, no foreclosure
proceedings will be pursued against you if you have met the time
requirements set forth above. You will be notified directly by the
Pennsylvania Housing Finance Agency of its decision on your
application.
(Page 3 of 9)
OP846 010 R30

Re: Loan No. 0017453085

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BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION IN
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MONTHS @ \$.00 \$ 4244.34

(b) Previous late charges: \$ 141.48

(c) Other charges; Escrow, Inspection,
NSF checks \$.00

(d) Other provisions of the mortgage obligation,
if any \$ 0.00

(e) TOTAL AMOUNT OF (a) (b) and (c) REQUIRED
AS OF THIS DATE \$ 4385.82

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

HOW TO CURE THE DEFAULT - You may cure the default within thirty (30)

days of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$4385.82, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified

check or money order made payable and sent to:

Overnight Mail Address Western Union Quick Collect

4600 Touchton Rd E Pay to: Option One Mortgage Corporation
Bldg 200 Ste 102 Code City: OptionJax, FL
Jacksonville, FL 32246
Mailstop: J1 CASH

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

(applicable.)

(Page 5 of 9)
OP847 017 R30

Re: Loan No. 0017453085

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt.

This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE - It is estimated that the

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

(Page 7 of 9)
OP848 011 R30

Re: Loan No. 0017453085
HOW TO CONTACT THE LENDER:

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

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

- * TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- * TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- * TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURED THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- * TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

Re: Loan No. 0017453085
HOW TO CONTACT THE LENDER:

Name of Lender: Option One Mortgage Corporation
Address: 4600 Touchton Road East Bldg 200 Ste 102
Attn: Trivonda Porter, Sara Haliko and Christie Basford
Address: Jacksonville, FL 32246
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EFFECT OF SHERIFF'S SALE - You should realize that a Sheriff's Sale will

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

- * TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE
DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF
THIS DEBT.
- * TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- * TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT
HAD OCCURRED, IF YOU CURED THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS
RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- * TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE
PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

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

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

(Page 9 of 9)
OP849 024 R30

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

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



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102812
NO: 07-785-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee
vs.
DEFENDANT: WILLIAM M. ELENSKY, JR. and CHARLOTTE D. ELENSKY

SHERIFF RETURN

NOW, May 30, 2007 AT 2:12 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM M. ELENSKY JR. DEFENDANT AT 103 ROBLIN AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLOTTE ELENSKY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
02:55 PM
OCT 08 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102812
NO: 07-785-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee
vs.
DEFENDANT: WILLIAM M. ELENSKY, JR. and CHARLOTTE D. ELENSKY

SHERIFF RETURN

NOW, May 30, 2007 AT 2:12 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHARLOTTE D. ELENSKY DEFENDANT AT 103 ROBLIN AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLOTTE ELENSKY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102812
NO: 07-785-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee

vs.

DEFENDANT: WILLIAM M. ELENSKY, JR. and CHARLOTTE D. ELENSKY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	90091	20.00
SHERIFF HAWKINS	UDREN	90091	29.82

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff