

07-884-CD  
Midland Credit vs Josephine Eyles

2007-884-CD  
Midland Credit et al vs Josephine et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND CREDIT MANAGEMENT, INC.  
AS SERVICER FOR MIDLAND FUNDING LLC  
ASSIGNEE OF ASPIRE VISA

Plaintiff

No. 07-884-CD

VS

CIVIL ACTION - LAW

JOSEPHINE EYLES  
Defendant(s)

PRAECIPE FOR JUDGMENT

Please enter Judgment in favor of Plaintiff and against Defendant(s), JOSEPHINE EYLES, for want of pursuant to the District Justice Transcript.

( X )	Amount due	\$1,521.63
	TOTAL	\$1,521.63, plus interest and costs

( X ) I certify that the foregoing assessment of damages is for specified amounts alleged to be due in the complaint and is calculable as a sum certain from the complaint.

( X ) Pursuant to Pa.R.C.P. 237 (Notice of Praeclipe for final judgment or decree), I certify that a copy of this praecipe has been mailed to each other party who has appeared in the action or to his/her Attorney of Record.

( ) Pursuant to Pa.R.C.P. 237.1, I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his/her Attorney of Record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe and a copy of the notice is attached.

Date: 5/23/07

*Philip C. Warholic*  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholic #86341 / David R. Galloway #87326  
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469  
Robert N. Polas, Jr. #201259 / Bruce H. Cherkis #18837  
Ronald S. Canter #94000 / Ronald M. Abramson #94266  
Wolpoff & Abramson, L.L.P.  
Attorneys in the Practice of Debt Collection  
4660 Trindle Road, Suite 300  
Camp Hill, PA 17011  
Telephone: (717) 303-6700  
Counsel for Plaintiff

NOW, June 6, 2007, JUDGMENT IS ENTERED AS ABOVE.

*William A. Shaw*  
Prothonotary/Clerk, Civil Division

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

FILED  
M 12/12/2007  
JUN 06 2007  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd. 20.00

ICC & Notice to Def.  
Statement to Atty

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA**  
Telephone: **(814) 371-5321**

**15801**

**MIDLAND CREDIT MANAGEMENT INC**  
**4660 TRINDLE ROAD APT/STE 3RD**  
**% WOLPOFF & ABRAMSON**  
**CAMP HILL, PA 17011**

*4/19/07*  
**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**MIDLAND CREDIT MANAGEMENT INC**  
**4660 TRINDLE ROAD APT/STE 3RD**  
**% WOLPOFF & ABRAMSON**  
**CAMP HILL, PA 17011**

NAME and ADDRESS

DEFENDANT:

**EYLES, JOSEPHINE**  
**129 EAST LONG AVE.**  
**REAR**  
**DUBOIS, PA 15801**

NAME and ADDRESS

Docket No.: **CV-0000040-07**  
Date Filed: **1/29/07**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF**

(Date of Judgment) **3/05/07**

Judgment was entered for: (Name) **MIDLAND CREDIT MANAGEMENT INC**

Judgment was entered against: (Name) **EYLES, JOSEPHINE**  
in the amount of \$ **1,521.63**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time \_\_\_\_\_

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>1,444.13</b>
Judgment Costs	\$ <b>77.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>1,521.63</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

*3-5-07* Date *Patrick N. Ford - PNF*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

*5-14-07* Date *Patrick N. Ford*, Magisterial District Judge

My commission expires first Monday of January, **2012**

AOPC 315-06

DATE PRINTED: **3/05/07**

8:08:00 AM

SEAL

*170130872*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND CREDIT MANAGEMENT, INC.  
AS SERVICER FOR MIDLAND FUNDING LLC  
ASSIGNEE OF ASPIRE VISA  
Plaintiff

No.

VS

CIVIL ACTION - LAW

JOSEPHINE EYLES  
Defendant(s)

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

The undersigned counsel, being duly sworn according to law, depose and say that I am the Attorney for the Plaintiff in the above-captioned matter, and that to the best of my knowledge, information and belief Defendant, Josephine Eyles, above-named, is over 21 years of age; is last known to reside at 129 E Long Rear Ave Du Bois, County of Clearfield, Pennsylvania; is not in the military service of the United States or its Allies, or otherwise within the provisions of the Servicemembers Civil Relief Act and its Amendments.

Date: 5/23/07

Philip C Warholic

Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholic #86341 / David R. Galloway #87326  
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469  
Robert N. Polas, Jr. #201259 / Bruce H. Cherkis #18837  
Ronald S. Canter #94000 / Ronald M. Abramson #94266  
Wolpoff & Abramson, L.L.P.

Attorneys in the Practice of Debt Collection  
4660 Trindle Road, Suite 300  
Camp Hill, PA 17011  
Telephone: (717) 303-6700  
Counsel for Plaintiff

SWORN and SUBSCRIBED to before me this

23<sup>rd</sup> day of May, 2007

Amy B Wise  
Notary Public

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND CREDIT MANAGEMENT, INC.  
AS SERVICER FOR MIDLAND FUNDING LLC  
ASSIGNEE OF ASPIRE VISA  
Plaintiff

No.

VS

CIVIL ACTION - LAW

JOSEPHINE EYLES  
Defendant(s)

CERTIFICATE OF RESIDENCE  
PA. R.C.P. 236

I hereby certify that the precise address of Plaintiff is:

Midland Credit Management, Inc.  
8875 Aero Drive Suite 200  
San Diego CA 92123

and certify that the last known address of the within Defendant(s) is:

Josephine Eyles  
129 E Long Rear Ave  
Du Bois PA 15801

Date: 5/23/07

*Philip C. Warhol*  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholic #86341 / David R. Galloway #87326  
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469  
Robert N. Polas, Jr. #201259 / Bruce H. Cherkis #18837  
Ronald S. Canter #94000 / Ronald M. Abramson #94266  
Wolpoff & Abramson, L.L.P.  
Attorneys in the Practice of Debt Collection  
4660 Trindle Road, Suite 300  
Camp Hill, PA 17011  
Telephone: (717) 303-6700  
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MIDLAND CREDIT MANAGEMENT, INC.  
AS SERVICER FOR MIDLAND FUNDING LLC  
ASSIGNEE OF ASPIRE VISA  
Plaintiff

No. 07-884-CD

COPY

VS

CIVIL ACTION - LAW

JOSEPHINE EYLES  
Defendant(s)

NOTICE OF ORDER, DECREE OR JUDGMENT

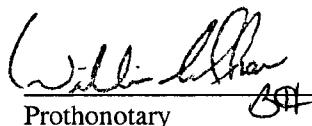
TO: JOSEPHINE EYLES  
129 E LONG REAR AVE  
  
DU BOIS, PA 15801

You are hereby notified that the following ORDER, DECREE or JUDGMENT has been entered against you on  
June 10, 2007 in accordance with the provisions of Pa. R.C.P. 236.

<input type="checkbox"/> Decree Nisi in Equity	<input type="checkbox"/> Confession	<input type="checkbox"/> Verdict
<input type="checkbox"/> Final Decree in Equity	<input type="checkbox"/> Default	<input type="checkbox"/> Non-suit
<input type="checkbox"/> Judgment of	<input type="checkbox"/> Non-pros	<input type="checkbox"/> Arbitration Award

(X) Judgment is in the amount of \$1,521.63, plus costs.  
(X) District Justice transcript of judgment in civil action in the amount of \$1,165.40, attorney's fees in the amount of \$0.00, interest in the amount of \$278.73, plus costs.  
( ) If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Pennsylvania Department of Transportation.

By:

  
Prothonotary

If you have any questions regarding this Notice, please contact the filing party.

Date: 5/23/07

  
Amy F. Doyle #87062 / Daniel F. Wolfson #20617  
Philip C. Warholic #86341 / David R. Galloway #87326  
Tonilyn M. Chippie #87852 / Sarah E. Ehasz #86469  
Robert N. Polas, Jr. #201259 / Bruce H. Cherkis #18837  
Ronald S. Canter #94000 / Ronald M. Abramson #94266  
Wolpoff & Abramson, L.L.P.  
Attorneys in the Practice of Debt Collection  
4660 Trindle Road, Suite 300  
Camp Hill, PA 17011  
Telephone: (717) 303-6700  
Counsel for Plaintiff

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

COPY

Midland Credit Management, Inc.  
Midland Funding LLC  
Aspire Visa  
Plaintiff(s)

No.: 2007-00884-CD

Real Debt: \$1,521.63

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Josephine Eyles Entry: \$20.00  
Defendant(s)

Instrument: DJ Judgment

Date of Entry: June 6, 2007

Expires: June 6, 2012

Certified from the record this 6th day of June, 2007.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Midland Funding LLC  
assignee of *Aspire Visa*

Plaintiff  
v.

NO. 07-884-CD  
CIVIL ACTION - LAW

JOSEPHINE EYLES

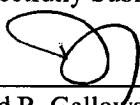
Defendant(s)

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter the undersigned as counsel for Plaintiff in the captioned matter.

Respectfully Submitted,

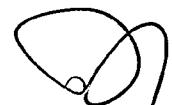
By:   
David R. Galloway #87326  
Fulton Friedman & Gullace, LLP  
Counsel for Plaintiff  
Attorneys in the Practice of Debt Collection  
130B Gettysburg Pike  
Mechanicsburg, PA 17055  
Tel: (866) 563-0809 Fax: (585) 546-4241

FILED NO  
MAY 17 2010  
S  
William A. Shaffer  
Prothonotary/Clerk of Courts  


CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Praeclipe was served this date by depositing same in the Post Office, first class mail, postage prepaid, addressed as follows:

JOSEPHINE EYLES  
129 E LONG AVE  
DU BOIS PA 15801

  
David R. Galloway  
Attorney ID #87326

5-13-10  
Date

FFG File #: 165238



07-885-CD  
Residential Funding Co vs Lucas Guhher al

2007-885-CD  
Residential Funding vs Lucas Guhher et al

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

ATTORNEY FOR PLAINTIFF

Residential Funding Company,  
LLC  
4828 Loop Central Drive  
Houston, TX 77081-2226  
Plaintiff

v.

Lucas J. Guiher  
Megan D. Guiher  
P.O. Box 131  
Grampian, PA 16838  
Defendant(s)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 07-885-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. Meholic  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x 5982

FILED 2cc Sheriff  
M.J. Sloan  
JUN 06 2007 Atty pd.  
William A. Shaw #85.00  
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 asentear una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiene, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

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

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

## NOTICE

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

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

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

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

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

Assignor: Mortgage Electronic Registration Systems, Inc.  
Assignments of Record to: Residential Funding Company, LLC  
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: 263 Main Street  
MUNICIPALITY/TOWNSHIP/BOROUGH: Grampian Borough  
COUNTY: Clearfield  
DATE EXECUTED: 5/22/06  
DATE RECORDED: 5/22/06 Instrument #: 200607921

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

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

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

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

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

6. The following amounts are due on the said Mortgage as of 4/20/2007:

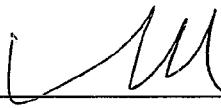
Principal of debt due	\$42,730.05
Unpaid Interest at 9.75%*	
from 7/1/06	
to 4/20/07	
(the per diem interest accruing on this debt is \$11.57 and that sum should be added each day after 4/20/07)	3,401.58
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges	
(monthly late charge of \$18.36 should be added in accordance with the terms of the note each month after 4/20/07)	36.72
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,136.50</u>
<b>TOTAL</b>	<b>\$48,909.85</b>

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.

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

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 \$48,909.85 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 OR TENEMENT OF GROUND SITUATE IN THE BOROUGH OF GRAMPIAN, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE CORNER OF THE LOT OF G.W. WOOD THENCE SOUTH THIRTY TWO DEGREES WEST (S.32°W) ALONG LOTS OF G.W. WOOD AND MRS. N. C. SHAFFER, ONE HUNDRED EIGHTY FEET (180') TO POST; THENCE SOUTHEAST SIXTY FEET (60') TO POST; THENCE BY LAND FORMERLY OWNED BY MILES WOODELL, ONE HUNDRED AND EIGHTY FEET (180') TO MAIN STREET; THENCE NORTHWEST ALONG MAIN STREET, SIXTY FEET (60') TO PLACE OF BEGINNING. BEING A LOT SIXTY (60') BY ONE HUNDRED EIGHTY FEET (180').

BEING DESIGNATED AS MAP #: 09-F11-340-0003 IN THE RECORDS OF THE DEED REGISTRY OFFICE OF CLEARFIELD COUNTY, PENNSYLVANIA.

THE FOLLOWNG RIGHTS OF WAY:

PENNSYLVANIA ELECTRIC COMPANY, RECORDED MARCH 18, 1950, MCB 76/71.

JEFFERSON THOMAS AND SEYMOUR & KATHRYN DIEHL FOR A COMMON DRIVEWAY, RECORDED MAY 18, 1966, IN MSB 140/666.

GRAMPIAN BOROUGH, CONCERNS DB 362/448, RECORDED MAY 12, 1995, IN RECORD BOOK 1675/177.

GRAMPIAN-PENN-BLOOM FIRS DEPARTMENT FOR SEWER LINE RIGHT OF WAY, RECORDED MARCH 5, 1997, IN RECORD BOOK 1823/380.

SUBJECT TO AND TOGETHER WITH ANY AND ALL OIL AND GAS LEASES, THE SALE OF COAL AND MINING RIGHTS AND ALL RIGHTS RELATING THERETO, BUILDING LINES, RIGHTS-OF-WAY, ZONING REGULATIONS, BUILDING RESTRICTIONS, RESERVATIONS, RESTRICTIVE COVENANTS, EASEMENTS, RIGHTS AND OBLIGATIONS, ENCROACHMENTS, ASSOCIATION FEES AND/OR DUES, IF ANY, ETC., AS THE SAME MAY BE CONTAINED IN PRIOR INSTRUMENTS OF RECORD, SET FORTH IN THE RECORDED PLAN AND/OR AS SHOWN ON A SURVEY OF THE PROPERTY.

TOGETHER WITH ALL AND SINGULAR THE BUILDING AND IMPROVEMENTS THEREON, WITH THE APPURTEANCES.

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S):	Lucas Guiher Megan D. Guiher
PROPERTY ADDRESS:	263 Main Street Grampian, PA 16838
LOAN ACCT. NO.:	19058981
ORIGINAL LENDER:	First Franklin a Division of Nat. City bank of IN
CURRENT LENDER:	Homecoming Financial, LLC(FKA Homecoming Financial Network Inc.)

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face- to-face meeting.

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

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

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

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

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

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at:

**263 Main Street  
Grampian, PA 16838**

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:

**Monthly Payments of \$367.29 for August, 1, 2006 through May 1, 2007 = \$3672.90**

**Monthly Late Charges of \$18.36 for August 1, 2006 through April 1, 2007 = \$36.72**

**Other charges (explain/itemize):    Uncollected Late Charge=\$110.16**

## **Property Inspection=\$28.50**

**TOTAL AMOUNT PAST DUE:** **\$3848.28**

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

**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 \$3848.28, 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:

**Udren Law Offices, P.C.**  
**Woodcrest Corporate Center**  
**111 Woodcrest Road, Suite 200**  
**Cherry Hill, NJ 08003-3620**

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.): N/A

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

**IF THE MORTGAGE IS FORECLOSED UPON** -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) 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. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

**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 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender/Servicer:	<u>Litton Loan Servicing</u>
Address:	<u>4828 Loop Central Drive</u>
	<u>Suite 51</u>
	<u>Houston, TX 77042</u>
Phone Number:	<u>1-866-399-5857</u>
Fax Number:	<u>N/A</u>
Contact Person:	<u>Loan Resolution</u>

**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 not 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.

## **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**

**YOU MAY ALSO HAVE THE RIGHT:**

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

---

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**CLEARFIELD COUNTY**

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335  
FAX n/a

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS of Northeastern PA  
1631 S Atherton St., Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669

**Certified Mail Provides:**

mailing receipt

unique identifier for your mailpiece

record of delivery kept by the Postal Service for two years

**Important Reminders:**

Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.

Certified Mail is not available for any class of international mail.

INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.

For an additional fee, a Return Receipt® may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the cost. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.

For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".

If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry. Net access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

SENDER: COMPLETE THIS SECTION																					
COMPLETE THIS SECTION ON DELIVERY																					
<table border="1"> <tr> <td>A. Signature  <b>X</b></td> <td><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</td> </tr> <tr> <td>B. Received by (Printed Name)</td> <td>C. Date of Delivery</td> </tr> <tr> <td colspan="2">D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</td> </tr> <tr> <td colspan="2">1. Article Addressed to:</td> </tr> <tr> <td colspan="2"> <b>Megan D. Guiher</b>  <b>263 Main Street</b>  <b>Champion, PA 16838</b> </td> </tr> <tr> <td colspan="3">           2. Article Number            (Transfer from service label) <b>7005 3110 0002 1971 1965</b> </td> </tr> <tr> <td colspan="3">           3. Service Type  <input checked="" type="checkbox"/> Certified Mail  <input type="checkbox"/> Registered Mail  <input type="checkbox"/> Insured Mail  <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> C.O.D.         </td> </tr> <tr> <td colspan="3">           4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes         </td> </tr> </table>			A. Signature  <b>X</b>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	B. Received by (Printed Name)	C. Date of Delivery	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		1. Article Addressed to:		<b>Megan D. Guiher</b> <b>263 Main Street</b> <b>Champion, PA 16838</b>		2. Article Number (Transfer from service label) <b>7005 3110 0002 1971 1965</b>			3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered Mail <input type="checkbox"/> Insured Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.			4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
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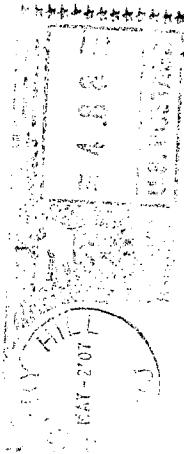
102595-02-M-1540

PS Form 3811, February 2004

Domestic Return Receipt

UDIEN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

59917 1747 2000 0776 5002



Megan D. Guiher  
263 Main Street  
Grampian, PA 16838

07040354ref

**Field Mail Providers:**

mailing recipient

PS Form 3800, June 2002 (Reverse)

for delivery kept by the Postage Service for two years

and Remittances

Only be combined with First-Class Mail or Priority Mail.

Field Mail is not available for any class of International mail.

Provides insurance of Return Mail.

INSURANCE COVERAGE is PROVIDED with Certified Mail. For

an additional fee, a Return Receipt may be requested to provide proof of

receipt. Please consider insurance of Return Mail.

Endorsees may receive a Return Receipt if a Postmaster or Carrier is

requested to do so.

Delivery to the addressee is guaranteed if a Return

receipt (PS Form 381) is attached and addressed to cover the

addressee's unauthorized delivery.

Delivery fees are assessed to cover the additional cost of

processing and mailing the additional service.

Delivery fees are assessed to provide proof of

receipt. Please consider insurance of Return Mail.

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processing and mailing the additional service.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

**Megan D. Guhler**  
**P.O. Box 131**  
**Grampian, PA 16838**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature	<input checked="" type="checkbox"/> Agent
<input checked="" type="checkbox"/> X	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label) **7005 3110 0002 1971 1972**

PS Form 3811, February 2004

Domestic Return Receipt

10295-02-04-1540

0704033426

UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

1972 07 17 2000 DATE 5001



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS FOLD AT DOTTED LINE

**CERTIFIED MAIL™**



Megan D. Guher  
P.O. Box 131  
Coplay, PA 16838

COMPLETE THIS SECTION ON DELIVERY	
<p><b>SENDER: COMPLETE THIS SECTION</b></p> <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	
<p><b>LUCAS G. UHLER</b>  <b>265 Main Street</b>  <b>Grampian, PA 16838</b></p>	
<p>1. Article Addressed to:</p>	
<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	
<p>A. Signature</p>	<p><input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>
<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
<p>3. Service Type</p>	
<p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input checked="" type="checkbox"/> C.O.D.</p>	
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number  <i>(Transfer from service label)</i></p>	
<p>7005 3110 0002 1971 1934</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt</p>	

07042009ref

HELT 777 2000 DATE 5002

UDHEN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003



LUCAS Guiher  
263 Main Street  
Grampian, PA 16838

COMPLETE THIS SECTION ON DELIVERY								
SENDER: COMPLETE THIS SECTION								
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>								
<p>1. Article Addressed to:</p> <p><b>Lucas Gubler</b>  <b>P.O. Box 131</b>  <b>Grampian, PA 16838</b></p>								
<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>								
<p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p>								
<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>								
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<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail							
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise							
<input type="checkbox"/> Insured Mail	<input checked="" type="checkbox"/> C.O.D.							
<p>4. Restricted Delivery? (Extra Fee)</p> <p><input type="checkbox"/> Yes</p>								
<p>2. Article Number <u>7005 3110 0002 1971 1927</u>  <small>(Transfer from service label)</small></p>								
<p>PS Form 3811, February 2004 Domestic Return Receipt</p>								
<p>102595-02-M-15440</p>								

07040354ref

UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

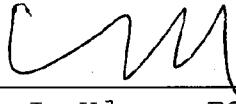
7005 3110 0002 1971 1927



Lucas Guher  
P.O. Box 131  
Grampian, PA 16838

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 # 102874  
NO: 07-885-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: RESIDENTIAL FUNDING COMPANY, LLC

vs.

DEFENDANT: LUCAS J. GUIHER and MEGAN D. GUIHER

FILED  
03/03/04  
OCT 19 2007  
WAS

SHERIFF RETURN

William A. Shaw

NOW, June 08, 2007 AT 10:43 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LUCAS J. GUIHER DEFENDANT AT 6 APPLETON HILL ROAD, GRAMPIAN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LUCAS J. GUIHER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF. 263 MAIN ST., GRAMPIAN, PA. (VACANT).

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102874  
NO: 07-885-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: RESIDENTIAL FUNDING COMPANY, LLC

VS.

DEFENDANT: LUCAS J. GUIHER and MEGAN D. GUIHER

**SHERIFF RETURN**

---

NOW, June 08, 2007 AT 11:18 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MEGAN D. GUIHER DEFENDANT AT APT. 609, CURWENSVILLE COMMONS, FOURTH AVE., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MEGAN D. GUIHER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF. 263 MAIN ST., GRAMPIAN, PA. "VACANT".

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102874  
NO: 07-885-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: RESIDENTIAL FUNDING COMPANY, LLC  
vs.  
DEFENDANT: LUCAS J. GUIHER and MEGAN D. GUIHER

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	91213	20.00
SHERIFF HAWKINS	UDREN	91213	41.46

Sworn to Before Me This

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

So Answers,

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