

07-933-CD
EMC Mort. Vs Brenda Sample et al

EMC Mortgage et al vs Brenda Sample et al
2007-933-CD

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

FILED

JUN 12 2007

William A. Shaw
Prothonotary/Clerk of Courts

ATTORNEY FOR PLAINTIFF 4 cent to SHFE

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1
800 STATE HIGHWAY 121 BYPASS
LEWISVILLE, TX 75067-4180
PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 2007-933-CD

COMPLAINT IN
MORTGAGE FORECLOSURE

VS.

BRENDA JO SAMPLE
BRIAN SAMPLE,
A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE
983 COOPER AVENUE
GRASSFLAT, PA 16839
DEFENDANTS

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 defense 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.

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

Aug 29 2007 Document
Reinstated/Reissued to Sheriff/Attorney
for service
William A. Shaw
Deputy Prothonotary

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

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

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN
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ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
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ATTORNEY FOR PLAINTIFF

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CIVIL ACTION MORTGAGE FORECLOSURE

1. EMC Mortgage Corporation, Attorney-in-Fact for LaSalle Bank National Association as Trustee for Certificateholders of Bear Stearns Asset Backed Securities Trust 2003-ABF1, Mortgage Loan Pass Through Certificates, Series 2003-ABF1 (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Upon information and belief, Brenda Jo Sample and Brian Sample, a/k/a Brian K. Sample, a/k/a Brian Keith Sample (hereinafter referred to as "Defendants") are adult individuals residing at 807 Johnsons Road, Grassflat, PA 16839.

3. Plaintiff brings this action to foreclose on the mortgage between the Defendants and itself as Mortgagee by Assignment. The Mortgage, dated May 29, 2003, was recorded on June 12, 2003 in the Office of the Recorder of Deeds in Clearfield County at Instrument Number 200310142. Plaintiff is the Mortgagee by Assignment by virtue of an Assignment of Mortgage recorded on June 5, 2006 in the Office of Recorder of Deeds in Clearfield County at Instrument Number 200609096. Copies of the Mortgage and Assignment of Mortgage are attached and made a part hereof as Exhibits 'A' and 'B', respectively.
4. The Mortgage secures the indebtedness of a Note executed by the Defendants on May 29, 2003 in the original principal amount of \$36,000.00 payable to Plaintiff in monthly installments with an interest rate of 11.99%. A copy of the Note is attached and made a part hereof as Exhibit 'C'.
5. The land subject to the mortgage is 983 Cooper Avenue, Grassflat, PA 16839. A copy of the Legal Description is attached as part of the mortgage as Exhibit 'A' and incorporated herein.
6. Brenda Jo Sample is the Record Owner of the mortgaged property located at 983 Cooper Avenue, Grassflat, PA 16839.
7. The Mortgage is now in default due to the failure of the Defendants to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$35,464.21
Interest to 5/31/07	\$2,074.64
Accumulated Late Charges	\$506.04
Escrow Advance	\$98.74
Accumulated NSF Charges	\$10.00
Recoverable Balance	\$2,291.67
Other Fees Due	\$1,459.76
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
TOTAL	\$43,455.06

plus interest from 6/1/07 at \$11.65 per day, costs of suit and attorney's fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchase at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.
10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on May 8, 2007. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$43,455.06 together with the interest from 6/1/07 at \$11.65 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY:

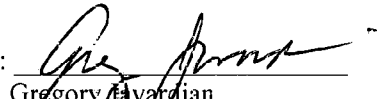

Gregory Javardian
Attorney ID No. 55669
Attorney for Plaintiff

EXHIBIT 'A'

Fax sent by : 18147652648

clearfield county co

06/01/07

08:22

Pg: 2/19

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
200310142
RECORDED IN
Jun 12, 2003
12:05:24 PM
Total Fees: \$
RECORDING FEES - \$4.00
RECORDS
COUNTY IMPROVEMENT \$2.00
Fees
RECORDS IMPROVEMENT \$3.00
Fees
JCS/ACCESS TO \$10.00
JSTICE
STATE NOT TAX \$0.50
TOTAL \$51.50
CUSTOMER
FAMILY ABSTRACT INC.

RECORD & RETURN TO:
FAMILY ABSTRACT, INC.
1424 EASTON RD., SUITE 100
HORSHAM, PA 19044

FA-PA3497

Prepared By:

Karen Arnold
111 Presidential Blvd., Ste. 114
Bala Cynwyd, PA 19004

Return To:

HomeAmerican Credit Inc DBA Upland
Mtg
111 Presidential Blvd.
Ste. 114
Bala Cynwyd, PA 19004

Parcel Number:
210-08-599-00013

[Spec Above This Line For Recording Date]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 1, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated May 29, 2003 together with all Riders to this document.
(B) "Borrower" is BRIAN SAMPLE and BRINDA JO SAMPLE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is HomeAmerican Credit Inc DBA Upland Mtg

Lender is a Corporation

PENNSYLVANIA - Single Family

Form 3039 1/01

UPSP/PA provision

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UPSP MORTGAGE FORMS - 000201-1-01

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SCHEDULE A

Tract 1: BEGINNING at a steel pin corner, said corner is the Southwest corner of the herein described parcel, said corner is a common corner with that of a lot belonging to now or formerly Joseph Auker, said corner is on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being sixteen and five tenths (16.5) feet from the corner line thereof; thence along the lot now or formerly of Joseph Auker, North 4° 17' East, ninety-five and eight tenths (95.8) feet to a stake corner, said corner is on the line of a lot of land belonging now or formerly to Reese Swanson; thence along the lot now or formerly of Reese Swanson and across a portion of a ten (10) foot alley, South 89° 15' East, 34.7 feet to a stake corner, said corner being a common corner with that of two parcels of land belonging to the former Kenneth Sinclair; thence along one of the parcels of land belonging to the former Kenneth Sinclair and along the above noted alley, South 4° 17' West, 94 feet to a stake corner, said corner being a common corner with that of the herein noted parcel of land belonging to the former Kenneth Sinclair, said corner also being on the North right-of-way line of the above noted highway; thence along the right-of-way of said highway, South 87° 20' West, 35' to place of beginning.

CONTAINING .03 acres, more or less.

Tract 2:

BEGINNING at an iron pipe corner, said corner being a common corner with that of land belonging now or formerly to Michael Humenik, said corner being on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being 16.5 feet from the center line thereof; thence along the North right-of-way line of the above noted highway, South 87° 20' West, 25 feet to a stake corner, said corner being a common corner with that of a lot of land belonging to the former Kenneth Sinclair; thence along the lot of the former Kenneth Sinclair, North 4° 17' East, 91.7 feet to a stake corner, said corner being on the line of another lot of land belonging to the former Kenneth Sinclair; thence along this lot of land of the former Kenneth Sinclair, South 89° 15' East, 28.5 feet to a stake corner, said corner being a common corner with that of land belonging to now or formerly Michael Humenik; thence along the land now or formerly of Michael Humenik, South 3° 56' West, 90.8 feet to the place of beginning.

CONTAINING .06 of an acre, more or less.

BEING the same premises which John M. Humenik and Bernadine Mary Humenik by deed dated May 9, 1967 and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 531, Pg. 319 granted and conveyed unto Kenneth Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 3:

BEGINNING at a boardwalk being the northeast corner; thence Northwest ninety-four (94) feet along public road leading from Peale to Kyrletown; thence Northeast along public road leading from Peale to Pleasant Hill mines, one hundred (100) feet to corner of lot now or formerly of L.F. Flood; thence

Southeast along lot now or formerly of L.F. Flood, ninety-four (94) feet to lands now or formerly of Edgar Sheffer; thence Southwest along lands now or formerly of Edgar Sheffer, one hundred (100) feet to the place of beginning.

BEING the same premises which L.R. Lundberg, Executor of the Estate of O. Adolph Lundberg, Deceased, by deed dated July 15, 1974, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 686, Pg. 928 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 4:

BEGINNING at a corner post on an alley leading along land now or formerly of Max Steinberg to land owned now or formerly by Ed Johnson or S. Flood thence leading along land West to land owned now or formerly by Mary Hudson and wife; thence leading South along land owned now or formerly by Max Steinberg to Township Road; Thence East thirty-five (35) feet to place of beginning.

organized and existing under the laws of PA

Lender's address is 111 Presidential Blvd., Ste. 114, Bala Cynwyd, PA 19004

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 29, 2003

The Note states that Borrower owes Lender Thirty Six Thousand And Zero/100

Dollars

(U.S. \$ 36,000.00

) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 05, 2023

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ Second Home Rider

☒ Balloon Rider

☐ Planned Unit Development Rider

☐ 1-4 Family Rider

☐ VA Rider

☐ Biweekly Payment Rider

☒ Other(s) (specify)

Rider A Legal Description

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

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(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the COUNTY _____ [Type of Recording Jurisdiction]

of CLEARFIELD

TAX PARCEL: 110-48-599-00013

[Name of Recording Jurisdiction]:

COOPER TOWNSHIP

which currently has the address of 983 COOPER AVENUE

GRASSFLAT

("Property Address");

[City], Pennsylvania 16839-9616 [State]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

B.S

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) amounts due Lender under Section 3 of this Security Instrument; (b) interest due under the Note; (c) any fees, charges, or any amounts other than principal, due under the Note; (d) any other amounts due under this Security Instrument; and (e) to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be



paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) easement payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices-of-amounts-to-be-paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

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shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.



If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

---In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ~~ceased to be in effect~~. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with

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a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

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agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Clean-up.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.


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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Theresa M. Bolton Brian Sample (Seal)
as to by BRIAN SAMPLE -Borrower

Brenda Jo Sample (Seal)
BRENDA JO SAMPLE -Borrower

____ (Seal) ____ (Seal)
-Borrower -Borrower

____ (Seal) ____ (Seal)
-Borrower -Borrower

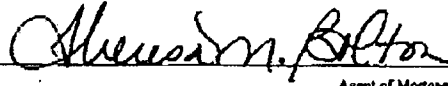
____ (Seal) ____ (Seal)
-Borrower -Borrower

Certificate of Residence

I, TERESA M. BOLTON, do hereby certify that
the correct address of the within-named Mortgagee is 111 Presidential Blvd., Ste. 114,
Bala Cynwyd, PA 19004

Witness my hand this 29th

day of May, 2003



Agent of Mortgagee

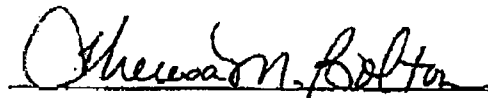
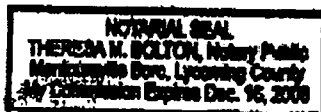
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

County ss:

On this, the 29th day of May, 2003, before me, the
undersigned officer, personally appeared BRIAN SAMPLE and BRENDA JO SAMPLE

known to me (or
satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:



Title of Officer:

Notary Public

Page 18 of 18

Initials:



Form 3039 1/01

B-S

BALLOON PAYMENT RIDER TO MORTGAGE/SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made this 29th day of May, 2003 and amends a Mortgage/Security Instrument in the amount of \$6,000.00 made by the person(s) who signed below ("Borrowers") to HomeAmerican Credit Inc DBA Upland Mtg

and is dated the same as a Note for which this Mortgage/Security Instrument secures collateral. ("Lender")

In addition to the agreements and provisions made in the Note and Mortgage/Security Instrument, both Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON June 05, 2023 (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE. THIS IS CALLED A "BALLOON PAYMENT." THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

At least ninety days (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the balloon payment which will be due on the Maturity Date (assuming all the scheduled payments due between the date of the notice and the Maturity Date are made on Time).

Therese M. Bolton
Witness

Brian Sample
BRIAN SAMPLE Borrower

do to box
Witness

Diana Jo Sample
DIANA JO SAMPLE Borrower

Borrower

Borrower

Borrower

Borrower

EXHIBIT 'B'

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

GREGORY ESQ JAVARDIAN

Instrument Number - 200609096

Recorded On 6/5/2006 At 1:45:00 PM

* Instrument Type - ASSIGNMENT

* Total Pages - 6

Invoice Number - 149632

* Assignor - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

* Assignee - LASALLE BANK

* Customer - JAVARDIAN, GREGORY ESQ

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$30.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Prepared By:
Hanover Capital Partners, Ltd.
PO Box 3980
Edison, NJ 08818-3980

Recording Requested by and Return to:
EMC MORTGAGE CORPORATION
2780 Lake Vista Drive
Lewisville, TX 75067
ATTN: COLLATERAL MANAGEMENT DEPT.

This document prepared by:
HANOVER CAPITAL PARTNERS Ltd.
UPI: 110 to 8-599-15, 110 to 8-599-14, 110 to 8-599-13
MIN: 100022100029073509
MERS PHONE: 1-888-679-6377

Tracking #1: 0002907350

Tracking #2: ABF1

PA

ASSIGNMENT OF MORTGAGE

Know that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), with a business address of 3300 SW 34th Avenue, Suite 101, Osceola, FL 34474, "Assignor", for value received and other good and valuable consideration paid by LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES TRUST 2003-ABF1, MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2003-ABF1, whose address is 2571 Busse Road, Suite 200, Elk Grove Village, IL 60007, "Assignee", the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby grant, bargain, sell, assign, transfer and convey unto the Assignee the following described MORTGAGE, duly recorded in the office of real property records in the County of CLEARFIELD, State of PENNSYLVANIA, together with the indebtedness or obligation described in said instrument, and the monies due and to grow due thereon with the interest, as follows:

SEE EXHIBIT "A"

To have and to hold the same unto the Assignee, and to the successors, legal representatives and assigns of the Assignee forever.

This Assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand this 25th day of May, 2006, but effective this 24th day of May, 2006.

In Presence of:

Witness 1: Nicole Beels

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. ("MERS")

By

Janan Weeks

Vice President

The undersigned hereby certifies that the precise Address of Assignee is:

**LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR
STEARNS ASSET BACKED SECURITIES TRUST 2003-ABF1, MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1**

2571 Busse Road, Suite 200

Elk Grove Village, IL 60007

By: _____

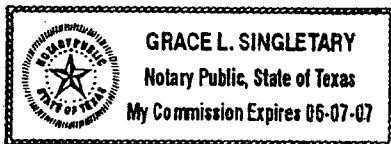
State of TEXAS)

County of DENTON)

ss.

The undersigned, a notary public in and for above-said County and State, does hereby acknowledge that **Janan Weeks, Vice President for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")** personally appeared before me this day, and being by me duly sworn, says that s/he, being informed of the contents, voluntarily executed the foregoing and annexed instrument for and on behalf of such entity.

WITNESS my hand and official seal, this 25th day of May, 2006.



Notary Public: Grace L. Singletary

My Commission Expires: 06/07/07

This document was prepared by Marileen D. Bradley, Hanover Capital Partners Ltd.
Post Office BOX 3980, Edison, NJ 08818-3980 - Phone: (732) 393-3033 Fax: (732) 572-5959

Tracking #1: 0002907350

Tracking #2: ABF1

PA

STATE: PA

COUNTY: CLEARFIELD

EXHIBIT "A"

Tracking #1: 0002907350

Tracking #2: ABF1

MORTGAGOR/TRUSTOR: BRIAN SAMPLE AND BRENDA JO SAMPLE

MORTGAGEE/BENEFICARY: HOMEAMERICAN CREDIT INC DBA UPLAND MTG

DATE OF MORTGAGE/DEED OF TRUST: 05/29/03

AMOUNT: \$36,000.00

RECORDED:

DATE
6/12/03

VOLUME/BOOK

PAGE/FOLIO

INSTRUMENT #
200310142

PROPERTY ADDRESS: 983 COOPER AVENUE, GRASSFLAT, PA 16839

Township of COOPER

Assignment of Mortgage to Mortgage Electronic Registrations Systems recorded
3/1/2004, instrument #200403004.

Tract 1:

BEGINNING at a steel pin corner, said corner is the Southwest corner of the herein described parcel, said corner is a common corner with that of a lot belonging to now or formerly Joseph Askey, said corner is on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being sixteen and five tenths (16.5) feet from the center line thereof; thence along the lot now or formerly of Joseph Askey, North 4° 17' East, ninety-five and eight tenths (95.8) feet to a stake corner, said corner is on the line of a lot of land belonging now or formerly to Reese Swanson; thence along the lot now or formerly of Reese Swanson and across a portion of a ten (10) foot alley, South 89° 15' East, 34.7 feet to a stake corner, said corner being a common corner with that of two parcels of land belonging to the former Kenneth Sinclair; thence along one of the parcels of land belonging to the former Kenneth Sinclair and along the above noted alley, South 4° 17' West, 96 feet to a stake corner, said corner being a common corner with that of the herein noted parcel of land belonging to the former Kenneth Sinclair, said corner also being on the North right-of-way line of the above noted highway; thence along the right-of-way of said highway, South 87° 20' West, 35' to place of beginning.

CONTAINING .08 acres, more or less.

Tract 2:

BEGINNING at an iron pipe corner, said corner being a common corner with that of land belonging now or formerly to Michael Humenik, said corner being on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being 16.5 feet from the center line thereof; thence along the North right-of-way line of the above noted highway, South 87° 20' West, 25 feet to a stake corner, said corner being a common corner with that of a lot of land belonging to the former Kenneth Sinclair; thence along the lot of the former Kenneth Sinclair, North 4° 17' East, 91.7 feet to a stake corner, said corner being on the line of another lot of land belonging to the former Kenneth Sinclair; thence along this lot of land of the former Kenneth Sinclair, South 89° 15' East, 28.5 feet to a stake corner, said corner being a common corner with that of land belonging to now or formerly Michael Humenik; thence along the land now or formerly of Michael Humenik, South 5° 56' West, 90.8 feet to the place of beginning.

CONTAINING .06 of an acre, more or less.

BEING the same premises which John M. Humenik and Bernadine Mary Humenik by deed dated May 9, 1967 and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 531, Pg. 315 granted and conveyed unto Kenneth Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 3:

BEGINNING at a boardwalk being the northeast corner; thence Northwest ninety-four (94) feet along public road leading from Peale to Kylertown; thence Northeast along public road leading from Peale to Pleasant Hill mines, one hundred (100) feet to corner of lot now or formerly of L.F. Flood; thence

Southeast along lot now or formerly of L.F. Flood, ninety-four (94) feet to lands now or formerly of Edgar Sheffer; thence Southwest along lands now or formerly of Edgar Sheffer, one hundred (100) feet to the place of beginning.

BEING the same premises which L.R. Lundberg, Executor of the Estate of G. Adolph Lundberg, Deceased, by deed dated July 15, 1974, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 686, Pg. 028 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 4:

BEGINNING at a corner post on an alley leading along land now or formerly of Max Steinberg to land owned now or formerly by Ed Johnson or S. Flood thence leading along land West to land owned now or formerly by Harry Hudson and wife; thence leading South along land owned now or formerly by Max Steinberg to Township Road; Thence East thirty-five (35) feet to place of beginning.

BEING the same premises which Steve Starcovitz a/k/a Steve Starcovic by deed dated May 7, 1965, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 514, Pg. 484 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

UNDER AND SUBJECT, NEVERTHELESS, to certain easements, covenants and restrictions of record.

AND the said Grantors, for themselves and their heirs, executors and administrators, do hereby covenant, promise and agree to and with the said Grantee, their heirs and assigns, that they, the said Grantors, have not heretofore done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

REGISTER AND RECORDER
CLEARFIELD COUNTY, PA

INVOICE # 149632
0201-RECEIPT CRC

CHARGES --

#001 ASSL. PLNT \$30.50

Instrument Number - 200609096
Recorded on - Jun 05, 2006 1:45:00 PM
Total Pages: 6
Muni - COOPER TOWNSHIP
Assigner - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
INC

Assignee - LASALLE BANK
Consideration - \$35,000.00

Fee Detail:

COUNTY RECORDING FEE	\$13.00
IMPROVEMENT FEE - COUNTY	\$2.00
IMPROVEMENT FEE - RECORDER	\$3.00
JCS/ACCESS TO JUSTICE FEE	\$10.00
PER PAGE FEE	\$2.00
STATE WRIT FEE	\$0.50

TOTAL CHARGES \$30.50

-- PAYMENTS --

CHECK: 32425 \$30.50

TOTAL PAYMENTS \$30.50

AMOUNT DUE	\$30.50
PAYMENT ON INVOICE	(\$30.50)
BALANCE DUE	\$0.00

Customer:
JAVARDIAN, GREGORY ESQ

THANK YOU
KAREN L. STARCK
REGISTER & RECORDER
COUNTY # 17
06/05/2006 1:44:11 PM

EXHIBIT 'C'

BALLOON NOTE
(Fixed Rate)

LOANID# 1301360982

Borrower(s): BRENDA JO SAMPLE and BRIAN SAMPLE

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

May 29, 2003

GRASSFLAT

Pennsylvania

[Date]

[City]

[State]

983 COOPER AVENUE, GRASSFLAT, PENNSYLVANIA 16839-9616

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 36,000.00 (this amount is called "principal"). plus interest, to the order of the Lender. The Lender is HomeAmerican Credit Inc DBA Upland Mtg

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 5th day of each month beginning on July 05, 2003

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date. If, on 06/05/2023 I still owe amounts under this Note, I will pay those amounts, in full, on that date.

1301360982

PENNSYLVANIA FIXED RATE NOTE - Single Family - With Prepayment Penalty

Page 1 of 4

U105NPA (0105)

VMP MORTGAGE FORMS - (800)521-7291

Initials: 

1301360982

19004

My monthly payment will be in the amount of U.S. \$ \$370.03

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

[illegible]

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

(A) Late Charge for Overdue Payments

(E) Defaults

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

1301360982

Initial

BS

LOAN ID#

1301360982

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. APPLICABLE LAW

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

1301360982



12. OTHER CHARGES

LOAN ID#

1301360982

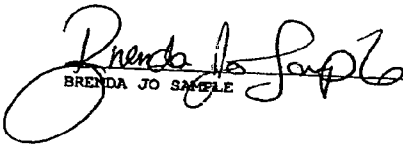
A. NSF Charge

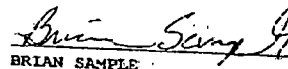
If I make a payment under this Note by check, negotiable instrument or other means and the payment is returned to the Note Holder unpaid, I agree to pay the Note Holder a charge for not sufficient funds (NSF charge) in the maximum amount permitted by applicable law.

B. Administrative Charges

Except as limited by applicable law, I agree to pay the Note Holder any administrative charge that the Note Holder may impose in connection with (1) my failure to comply with the terms and conditions of this Note and (2) the release or satisfaction of any mortgage, financing statement or other security instrument appearing on the public record which relates to my obligations under this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


BRENDA JO SAMPLE (Seal)
-Borrower


BRIAN SAMPLE (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

1301360982

EXHIBIT 'D'

EMC
Mortgage
Corporation

May 8, 2007



Brian Sample
983 Cooper Ave
Grassflat, PA 16839

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brian Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. **This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS **\$6,405.17**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16852
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Penndel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM

2147 North Sixth Street
Philadelphia, PA 19122
(215) 235-6788

* Chester, Delaware, Philadelphia

Carroll Park Community Council, Inc.
5218 Master Street

Philadelphia, PA 19131

* Chester, Delaware, Philadelphia

CCCS of Delaware Valley

One Cherry Hill Suite 215

Cherry Hill, PA 08002

(215) 563-5665 * Philadelphia

Urban League Of Pittsburgh

Bldg. For Equal Opportunity

One Smithfield St.

Pittsburgh, PA 15222

(412) 227-4802 * Allegheny

CCCS of Western PA, Inc.

Colonial Shopping Center

970 S. George St

York, PA 17403

888-511-2227

* Franklin, Fulton, Lancaster, York

Housing Council of York

35 South Duke Street

York, PA 17401

(717) 854-1541 * York

American Red Cross of Chester

1729 Edgemont Avenue

Chester, PA 19013

(610) 874-1484

* Chester, Delaware

CCCS of Western Pennsylvania

312 Chestnut Street Suite 227

Meadville, PA 16335

888-511-2227

* Lawrence

Bucks County Housing Group

515 West End Boulevard

Quakertown, PA 18951

866-866-0280

* Bucks

CCCS of Delaware Valley

Catholic Social Services Building

607 West Street Road

Warminster, PA 18974

(215) 563-5665

* Bucks

American Credit Counseling Institute

937 North Hanover Street

Pottstown, PA 19460

888-212-6741 * Berks County

CCCS of Delaware Valley

Catholic Social Services Building

7340 Jackson Street

Philadelphia, PA 19136

(215) 563-5665

* Bucks, Philadelphia

Comm. Devel. Corp of Frankford

Group Ministry

4620 Griscom Street

Philadelphia, PA 19124

(215) 744-2990

* Philadelphia

Diversified Community Service

Dixon House

1920 South 20th Street

Philadelphia, PA 19145

215-336-3511

* Bucks, Chester, Delaware, Philadelphia

Adams County Interfaith Housing Authority

40 E. High St

Gettysburg, PA 17325

(717) 334-1518

* Adams, Cumberland, Franklin, York

Acom Housing of Pittsburgh

5907 Penn Avenue Suite 300

Pittsburgh, PA 15206

412-441-7240

* Allegheny

CCCS of Western PA, Inc.

River Park Commons

2403 Sidney Street, Suite 400

Pittsburgh, PA 15203

888-511-2227

* Allegheny

CCCS of Delaware Valley

280 North Providence Road

Media, PA 19063

(215) 563-5665

* Delaware

PHFA

211 North Front Street

Harrisburg, PA 17110

800-342-2397

* Cumberland, Dauphin

Bucks County Housing Group, Inc

2324 Second Street Pike Suite 17

Wrightstown, PA 18940

866-866-0280

* Bucks

The Trehab Center of Northeastern PA

115 SR 92S

Tunkhannock, PA 18657

(570) 836-6840

* Wyoming

Lycom-Clinton Co Comm fo Comm Action

2138 Lincoln Street PO Box 3568

Williamsport, PA 17703

(570) 326-0587

* Centre, Clinton, Lycoming, Union

Center for Family Services, Inc.

213 Center Street

Meadville, PA 16335

(814) 337-8450

* Crawford, Venango

American Red Cross-Hanover Chapter

529 Carlisle Street

Hanover, PA 17331

(717) 637-3768

* Adams, Franklin, York

Armstrong Co Community Action Agency

124 Armsdale Road Suite 211

Kittanning, PA 16201

(724) 548-3405

* Armstrong

CCCS of Western PA, Inc.

971 Third Street

Beaver, PA 15009

888-511-2227

* Beaver

Housing Opportunities of Beaver County

650 Corporation St. Suite 207

Beaver, PA 15009

(724) 728-7511

* Beaver, Lawrence

CCCS of Delaware Valley

790 E. Market St. Suite 170 Marshall Bldg

West Chester, PA 19382

(215) 563-5665

* Chester, Delaware

The Trehab Center of Northeastern PA

232 Sunrise Avenue Suite A1

Honesdale, PA 18431

(570) 253-8941

* Wayne

Bucks County Housing Group

200 West Bridge Street

Morrisville, PA 19067

866-866-0280

* Bucks

American Credit Counseling Institute

21 South Church Street

West Chester, PA 19380

1-888-212-6741

* Chester

* Indicates Counties Served

Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia

Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomer

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery

CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery

Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia

Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren

Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango

Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York

Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana

Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren

Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry

Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

EMC
Mortgage
Corporation

May 8, 2007



0 0 0 0 7 5 5 1 9 6
Brenda J Sample
983 Cooper Ave
Grassflat, PA 16839

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brenda J Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS **\$6,405.17**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-509-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.

Sincerely,
EMC Mortgage Corporation

Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCCM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Chellen Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148

* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc.
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102

* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893

* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Penn del, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701

(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM

2147 North Sixth Street
Philadelphia, PA 19122
(215) 235-6788

* Chester, Delaware, Philadelphia

Carroll Park Community Council, Inc.
5218 Master Street
Philadelphia, PA 19131
* Chester, Delaware, Philadelphia

CCCS of Delaware Valley
One Cherry Hill Suite 215
Cherry Hill, PA 08002
(215) 563-5665 * Philadelphia

Urban League Of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield St.
Pittsburgh, PA 15222
(412) 227-4802 * Allegheny

CCCS of Western PA, Inc.
Colonial Shopping Center
970 S. George St
York, PA 17403
888-511-227
* Franklin, Fulton, Lancaster, York

Housing Council of York
35 South Duke Street
York, PA 17401
(717) 854-1541 * York

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484
* Chester, Delaware

CCCS of Western Pennsylvania
312 Chestnut Street Suite 227
Meadville, PA 16335
888-511-2227
* Lawrence

Bucks County Housing Group
515 West End Boulevard
Quakertown, PA 18951
866-866-0280
* Bucks

CCCS of Delaware Valley
Catholic Social Services Building
607 West Street Road
Warminster, PA 18974
(215) 563-5665
* Bucks

American Credit Counseling Institute
937 North Hanover Street
Pottstown, PA 19460
888-212-6741 * Berks County

CCCS of Delaware Valley
Catholic Social Services Building
7340 Jackson Street
Philadelphia, PA 19136
(215) 563-5665
* Bucks, Philadelphia

Comm. Devel. Corp of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
* Philadelphia

Diversified Community Service
Dixon House
1920 South 20th Street
Philadelphia, PA 19145
215-336-3511
* Bucks, Chester, Delaware, Philadelphia

Adams County Interfaith Housing Authority
40 E. High St
Gettysburg, PA 17325
(717) 334-1518
* Adams, Cumberland, Franklin, York

Acom Housing of Pittsburgh
5907 Penn Avenue Suite 300
Pittsburgh, PA 15206
412-441-7240
* Allegheny

CCCS of Western PA, Inc.
River Park Commons
2403 Sidney Street, Suite 400
Pittsburgh, PA 15203
888-511-2227
* Allegheny

CCCS of Delaware Valley
280 North Providence Road
Media, PA 19063
(215) 563-5665
* Delaware

PHFA
211 North Front Street
Harrisburg, PA 17110
800-342-2397
* Cumberland, Dauphin

Bucks County Housing Group, Inc
2324 Second Street Pike Suite 17
Wrightstown, PA 18940
866-866-0280
* Bucks

The Trehab Center of Northeastern PA
115 SR 92S
Tunkhannock, PA 18657
(570) 836-6840
* Wyoming

Lycom-Clinton Co Comm to Comm Action
2138 Lincoln Street PO Box 3568
Williamsport, PA 17703
(570) 326-0587
* Centre, Clinton, Lycoming, Union

Center for Family Services, Inc.
213 Center Street
Meadville, PA 16335
(814) 337-8450
* Crawford, Venango

American Red Cross-Hanover Chapter
529 Carlisle Street
Hanover, PA 17331
(717) 637-3768
* Adams, Franklin, York

Armstrong Co Community Action Agency
124 Armsdale Road Suite 211
Kittanning, PA 16201
(724) 548-3405
* Armstrong

CCCS of Western PA, Inc.
971 Third Street
Beaver, PA 15009
888-511-2227
* Beaver

Housing Opportunities of Beaver County
650 Corporation St. Suite 207
Beaver, PA 15009
(724) 728-7511
* Beaver, Lawrence

CCCS of Delaware Valley
790 E. Market St. Suite 170 Marshal Bldg
West Chester, PA 19382
(215) 563-5665
* Chester, Delaware

The Trehab Center of Northeastern PA
232 Sunrise Avenue Suite A1
Honesdale, PA 18431
(570) 253-8941
* Wayne

Bucks County Housing Group
200 West Bridge Street
Morrisville, PA 19067
866-866-0280
* Bucks

American Credit Counseling Institute
21 South Church Street
West Chester, PA 19380
1-888-212-6741
* Chester

* Indicates Counties Served

Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia

Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomer

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery

CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery

Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia

Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren

Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango

Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northhampton, Schuylkill

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northhampton, Schuylkill

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York

Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana

Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren

Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry

Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susequehanna

EMC
Mortgage
Corporation

May 8, 2007



Brian Sample
807 Johnson Rd
Grassflat, PA 16839-9628

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME: Brian Sample

PROPERTY ADDRESS: 983 Cooper Ave
Grassflat, PA 16839

LOAN ACCOUNT NUMBER: 0002907350

CURRENT SERVICER: EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS **\$6,405.17**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 509 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Cheltenham Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148

* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102

* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893

* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Perndel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

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

* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commn Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM
2147 North Sixth Street
Philadelphia, PA 19122
(215) 235-6788
* Chester, Delaware, Philadelphia

Carroll Park Community Council, Inc.
5218 Master Street
Philadelphia, PA 19131
* Chester, Delaware, Philadelphia

CCCS of Delaware Valley
One Cherry Hill Suite 215
Cherry Hill, PA 08002
(215) 563-5665 * Philadelphia

Urban League Of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield St.
Pittsburgh, PA 15222
(412) 227-4802 * Allegheny

CCCS of Western PA, Inc.
Colonial Shopping Center
970 S. George St
York, PA 17403
888-511-227
* Franklin, Fulton, Lancaster, York

Housing Council of York
35 South Duke Street
York, PA 17401
(717) 854-1541 * York

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484
* Chester, Delaware

CCCS of Western Pennsylvania
312 Chestnut Street Suite 227
Meadville, PA 16335
888-511-2227
* Lawrence

Bucks County Housing Group
515 West End Boulevard
Quakertown, PA 18951
866-866-0280
* Bucks

CCCS of Delaware Valley
Catholic Social Services Building
607 West Street Road
Warminster, PA 18974
(215) 563-5665
* Bucks

American Credit Counseling Institute
937 North Hanover Street
Pottstown, PA 19460
888-212-6741 * Berks County

CCCS of Delaware Valley
Catholic Social Services Building
7340 Jackson Street
Philadelphia, PA 19136
(215) 563-5665
* Bucks, Philadelphia

Comm. Devel. Corp of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
* Philadelphia

Diversified Community Service
Dixon House
1920 South 20th Street
Philadelphia, PA 19145
215-336-3511
* Bucks, Chester, Delaware, Philadelphia

Adams County Interfaith Housing Authority
40 E. High St
Gettysburg, PA 17325
(717) 334-1518
* Adams, Cumberland, Franklin, York

Acom Housing of Pittsburg
5907 Penn Avenue Suite 300
Pittsburgh, PA 15206
412-441-7240
* Allegheny

CCCS of Western PA, Inc.
River Park Commons
2403 Sldney Street, Suite 400
Pittsburgh, PA 15203
888-511-2227
* Allegheny

CCCS of Delaware Valley
280 North Providence Road
Media, PA 19063
(215) 563-5665
* Delaware

PHFA
211 North Front Street
Harrisburg, PA 17110
800-342-2397
* Cumberland, Dauphin

Bucks County Housing Group, Inc
2324 Second Street Pike Suite 17
Wrightstown, PA 18940
866-866-0280
* Bucks

The Trehab Center of Northeastern PA
115 SR 92S
Tunkhannock, PA 18657
(570) 836-6840
* Wyoming

Lycom-Clntn Co Comm fo Comm Action
2138 Lincoln Street PO Box 3568
Williamsport, PA 17703
(570) 326-0587
* Centre, Clinton, Lycoming, Union

Center for Family Services, Inc.
213 Center Street
Meadville, PA 16335
(814) 337-8450
* Crawford, Venango

American Red Cross-Hanover Chapter
529 Carlisle Street
Hanover, PA 17331
(717) 637-3768
* Adams, Franklin, York

Armstrong Co Community Action Agency
124 Armsdale Road Suite 211
Kittanning, PA 16201
(724) 548-3405
* Armstrong

CCCS of Western PA, Inc.
971 Third Street
Beaver, PA 15009
888-511-2227
* Beaver

Housing Opportunities of Beaver County
650 Corporation St. Suite 207
Beaver, PA 15009
(724) 728-7511
* Beaver, Lawrence

CCCS of Delaware Valley
790 E. Market St. Suite 170 Marshall Bldg
West Chester, PA 19382
(215) 563-5665
* Chester, Delaware

The Trehab Center of Northeastern PA
232 Sunrise Avenue Suite A1
Honesdale, PA 18431
(570) 253-8941
* Wayne

Bucks County Housing Group
200 West Bridge Street
Morrisville, PA 19067
866-866-0280
* Bucks

American Credit Counseling Institute
21 South Church Street
West Chester, PA 19380
1-888-212-6741
* Chester

* Indicates Counties Served

Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia

Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomer

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery

CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery

Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia

Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren

Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango

Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York

Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana

Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren

Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry

Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna



May 8, 2007



Brenda J Sample
807 Johnson Rd
Grassflat, PA 16839-9628

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 foreclosure. Specific information about the nature of the default is provided in the attached pages.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brenda J Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. **This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS **\$6,405.17**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

• Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148

* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102

* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893

* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Penndel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701

(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

Housing Assoc. of Delaware Valley
* 1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia

Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomery

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery

CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery

Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia

Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren

Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango

Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York

Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana

Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren

Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry

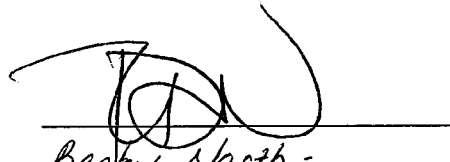
Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.


Becky North -
Assistant Secretary

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS OF
BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1

William A. Shaw
Prothonotary/Clerk of Courts

JUN 12 2007

FILED

LAW OFFICES OF GREGORY
JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

EMC MORTGAGE CORPORATION,
ATTORNEY IN FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR
CERTIFICATEHOLDERS OF BEAR
STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003 ABF1
vs.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 2007-933-CD

BRENDA JO SAMPLE
BRIAN SAMPLE A/K/A BRIAN K.
SAMPLE, A/K/A BRIAN KEITH
SAMPLE

ORDER GRANTING ALTERNATIVE SERVICE PURSUANT
TO PENNSYLVANIA R.C.P. 430

This matter being opened to the court by Gregory Javardian, Esquire, attorney for Plaintiff, upon Motion for Order Granting Alternative Service, pursuant to Pennsylvania R.C.P. 430, and the Court having reviewed and considered the pleadings submitted in connection with this matter, and for good cause shown:

IT IS on this _____ day of _____, 2007, ORDERED that the Motion for Alternative Service by service of the Complaint in Mortgage Foreclosure and any and all subsequent pleadings by posting the premises, 983 COOPER AVENUE, GRASSFLAT, PA 16839 and by regular and certified mail to the Defendant's, BRENDA JO SAMPLE and BRIAN SAMPLE A/K/A BRIAN K. SAMPLE, A/K/A BRIAN KEITH SAMPLE, last known address, is hereby GRANTED.

BY THE COURT:

J.

LAW OFFICES OF GREGORY
JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

FILED
AUG 15 2007
m (11:10) / w
William A. Shaw
Prothonotary/Clerk of Courts
i c e n t to A t t n

EMC MORTGAGE CORPORATION,
ATTORNEY IN FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR
CERTIFICATEHOLDERS OF BEAR
STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003 ABF1

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 2007-933-CD

vs.

BRENDA JO SAMPLE
BRIAN SAMPLE A/K/A BRIAN K.
SAMPLE, A/K/A BRIAN KEITH
SAMPLE

MOTION FOR ALTERNATIVE SERVICE PURSUANT
TO PENNSYLVANIA R.C.P. 430

TO THE HONORABLE JUDGES OF SAID COURT:

AND NOW, comes Plaintiff, by its attorney, Gregory Javardian, Esquire and moves this Honorable Court to permit Plaintiff to obtain Alternative Service and seek an Order permitting service to be effectuated upon the Defendant, BRENDA JO SAMPLE and BRIAN SAMPLE A/K/A BRIAN K. SAMPLE, A/K/A BRIAN KEITH SAMPLE, by posting a copy of the Complaint and all subsequent pleadings upon the property located at 983 COOPER AVENUE, GRASSFLAT, PA 16839, and by regular and certified mail pursuant to Pennsylvania Rule of Civil Procedure 430 and avers support thereof:

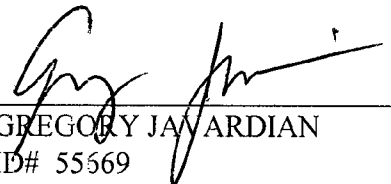
1. Plaintiff filed a Civil Action Complaint against Defendant(s) on June 12, 2007.
2. The Defendant(s) are the owners and mortgagors of the property 983 COOPER AVENUE, GRASSFLAT, PA 16839.

3. Plaintiff, EMC MORTGAGE CORPORATION, ATTORNEY IN FACT FOR LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES TRUST 2003-ABF1 MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2003 ABF1 , is the Mortgagee on said property.
4. Plaintiff has attempted to effectuate service of the Civil Action Complaint pursuant to Pennsylvania Rule of Civil Procedure 430 upon the Defendant(s), BRENDA JO SAMPLE and BRIAN SAMPLE A/K/A BRIAN K. SAMPLE, A/K/A BRIAN KEITH SAMPLE at the property known as 983 Cooper Avenue Glassflat, PA 16839. Per the current tenants, the mortgagor's do not reside at this address. Copies of the Return of Service has not been provided by the sheriff's office as of this date, we have confirmed verbally with the sheriff's office that service was not made at the property address.
5. Plaintiff has attempted to effectuate service of the Civil Action Complaint pursuant to Pennsylvania Rule of Civil Procedure 430 upon the Defendant(s), BRENDA JO SAMPLE and BRIAN SAMPLE A/K/A BRIAN K. SAMPLE, A/K/A BRIAN KEITH SAMPLE at their last known mailing address of 807 Johnson Road Grassflat, PA 16839. The sheriff's office attempted several times for service at the mailing address which was not served after several attempts. Copies of the Return of Service has not been provided by the sheriff's office as of this date, we have confirmed verbally with the sheriff's office that service was not made at the mailing address.
6. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant(s) including the following:
 - A. A process server contacted Directory Assistance, which indicated that the Defendant(s) are listed at the mailing address. Our Process Server called and left a message which was not returned.
 - B. See Postmaster Letters returns which indicate that the defendants reside at the mailing address.
 - C. A Process server examined local tax records and found and found that the tax bill is mailed to the mailing address.

- 4
- D. A process server examined Voter Registration records and found that the defendants are not registered to vote.
 - E. All addresses given have been attempted for service for the Complaint in Mortgage Foreclosure on Defendant(s).
7. Pennsylvania Rule of Civil Procedures 430 permits service of process in Mortgage Foreclosure Actions by regular and certified mail to Defendant's last known address.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order permitting service upon said Defendant(s), BRENDA JO SAMPLE and BRIAN SAMPLE A/K/A BRIAN K. SAMPLE, A/K/A BRIAN KEITH SAMPLE, by posting a copy of the Civil Action Complaint and all subsequent pleadings on the property known as 983 COOPER AVENUE, GRASSFLAT, PA 16839, and by regular and certified mail, return receipt requested.

Law Offices of Gregory Javardian


GREGORY JAVARDIAN
ID# 55569

LARRY DEL VECCHIO
PROCESS SERVER FOR
GREGORY JAVARDIAN, ESQUIRE
P.O. BOX 344
CHALFONT, PA 18914
(215) 491-4669
(215) 491-4473 FAX

EMC Mortgage Corporation

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

VS.

NO. 2007-933-CD

BRENDA JO SAMPLE

BRIAN SAMPLE

LAST KNOWN ADDRESS: 807 Johnson Road, Grassflat, PA 16839

AFFIDAVIT OF GOOD FAITH EFFORT TO LOCATE DEFENDANT (S)

I hereby certify that on July 23, 2007, a good faith effort was made to discover the correct address of said defendant (s), by:

1. Inquiry of Postal authority;

Postal authority stated the defendants are good as addressed at 807 Johnson Rd.

2. Examination of local telephone directories, 411 assistance and Internet records;

Brian Sample, 807 Johnson Rd., (814) 325-3326, left messages with no response

3. Neighbor Contacts:

No listings in vicinity of last known address

4. Tax Information:

Tax office mails bill to property, 983 Cooper Ave.

5. Death Records:

- Social Security has no death record for defendants under their SSN's

6. Voter Registration:

not registered

I certify that this information is true and correct to the best of my knowledge, information and belief.

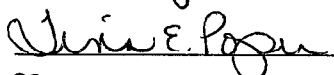
BY: 

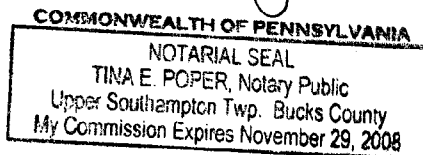
Larry Del Vecchio, Process Server

NOTARY PUBLIC:

Sworn to and described
before me this 14th day

of August 2007.





LARRY DEL VECCHIO
PROCESS SERVER FOR
LAW OFFICES OF GREGORY JAVARDIAN
P.O. BOX 344. CHALFONT, PA 18914. (215) 491-4469. FAX (215) 491-4473

July 23, 2007

Postmaster
Grassflat, PA 16839

REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER
INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS

Please furnish the new address or the name and street address (if a boxholder) for the following

Name: Brenda Jo Sample
Address: 807 Johnson Rd.
Grassflat, PA 16839

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing box holder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44 a and b.

1. Capacity of requester: Process Server
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting Pro Se- except a corporation acting Pro Se must cite statute: Process Server for Law Offices of Gregory Javardian, (Rule 400.1.b)
3. The names of all known parties to this litigation:
EMC Mortgage Corp. v. Brenda Jo Sample & Brian Sample
4. The court in which the case has been or will be heard:
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:
2007-933-CD
6. The capacity in which this individual is to be served:
Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.


LARRY DEL VECCHIO
For Law Offices of Gregory Javardian

P.O. Box 344
Chalfont, PA 18914

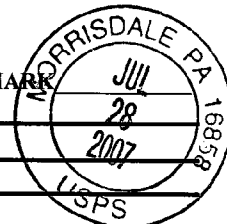
FOR THE POST OFFICE USE ONLY

☒ NO CHANGE OF ADDRESS ORDER ON FILE.

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS :

Correct Address
Mail delivered At address

POSTMARK



**LARRY DEL VECCHIO
PROCESS SERVER FOR
LAW OFFICES OF GREGORY JAVARDIAN
P.O. BOX 344. CHALFONT, PA 18914. (215) 491-4469. FAX (215) 491-4473**

July 23, 2007

**Postmaster
Grassflat, PA 16839**

**REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER
INFORMATION NEEDED FOR SERVICE OF LEGAL PROCESS**

Please furnish the new address or the name and street address (if a boxholder) for the following

**Name: Brian Sample
Address: 807 Johnson Rd.
Grassflat, PA 16839**

The following information is provided in accordance with 39 CFR 265.6(d) (4) (ii). There is no fee for providing box holder information. The fee providing change of address information is waived in accordance with 39 CFR 265.6 (d) (1) and (2) and corresponding Administrative Support Manual 352.44 a and b.

1. Capacity of requester: Process Server
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting Pro Se- except a corporation acting Pro Se must cite statute: Process Server for Law Offices of Gregory Javardian, (Rule 400.1.b)
3. The names of all known parties to this litigation:
EMC Mortgage Corp. v. Brenda Jo Sample & Brian Sample
4. The court in which the case has been or will be heard:
Clearfield County, PA, Court of Common Pleas
5. The docket or other identifying number if one has been assigned:
2007-933-CD
6. The capacity in which this individual is to be served:
Defendant(s)

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND THAT THE ADDRESS INFORMATION IS NEEDED AND WILL BE USED SOLELY FOR SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION.


LARRY DEL VECCHIO
For Law Offices of Gregory Javardian

P.O. Box 344
Chalfont, PA 18914

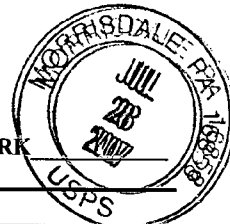
FOR THE POST OFFICE USE ONLY

☒ NO CHANGE OF ADDRESS ORDER ON FILE.

NEW ADDRESS OR BOXHOLDER'S NAME AND PHYSICAL STREET ADDRESS :

Correct Address
mail delivered at Address

POSTMARK



LAW OFFICES OF GREGORY
JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

EMC MORTGAGE CORPORATION,
ATTORNEY IN FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR
CERTIFICATEHOLDERS OF BEAR
STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003 ABF1

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

No.: 2007-933-CD

vs.

BRENDA JO SAMPLE
BRIAN SAMPLE A/K/A BRIAN K.
SAMPLE, A/K/A BRIAN KEITH
SAMPLE

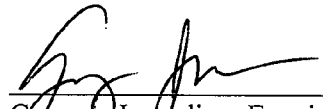
VERIFICATION

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CLEARFIELD :

I, Gregory Javardian, Esquire, being duly sworn according to law, hereby depose and say that the facts set forth in the foregoing Motion for Alternative Service are true and correct to the best of my knowledge, information and belief and understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.



Gregory Javardian, Esquire
ID# 55669

LAW OFFICES OF GREGORY
JAVARDIAN
By: GREGORY JAVARDIAN, ESQUIRE
IDENTIFICATION NO. 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

EMC MORTGAGE CORPORATION,
ATTORNEY IN FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR
CERTIFICATEHOLDERS OF BEAR
STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003 ABF1

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
No.: 2007-933-CD

vs.

BRENDA JO SAMPLE
BRIAN SAMPLE A/K/A BRIAN K.
SAMPLE, A/K/A BRIAN KEITH
SAMPLE

CERTIFICATE OF SERVICE

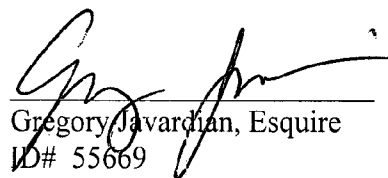
I, Gregory Javardian, Esquire, counsel for the Plaintiff, hereby certify that a copy of the foregoing Motion for Alternative Service was served on the following persons by first class mail, postage prepaid, on this 14th day of AUGUST, 2007.

BRENDA JO SAMPLE
983 COOPER AVENUE
GLASSFLAT, PA 16839

BRIAN SAMPLE A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE
983 COOPER AVENUE
GLASSFLAT, PA 16839

BRENDA JO SAMPLE
807 JOHNSON ROAD
GRASSFLAT, PA 16839

BRIAN SAMPLE A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE
807 JOHNSON ROAD
GRASSFLAT, PA 16839


Gregory Javardian, Esquire
ID# 55669

(5)

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

EMC MORTGAGE CORPORATION, ATTORNEY IN FACT *
FOR LASALLE BANK NATIONAL ASSOCIATION AS *
TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR *
STEARNS ASSET BAKED SECURITIES TRUST *
2003-ABF1 MORTGAGE LOAN PASS-THROUGH *
CERTIFICATES, SERIES 2003 ABF1 *
Plaintiff *

vs. *

BRENDA JO SAMPLE, *
BRIAN SAMPLE a/k/a BRIAN K. SAMPLE, a/k/a BRIAN *
KEITH SAMPLE, *
Defendants *

NO. 07-933-CD

ORDER

NOW, this 20th day of August, 2007, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendants **BRENDA JO SAMPLE and
BRIAN SAMPLE a/k/a BRIAN K. SAMPLE a/k/a BRIAN KEITH SAMPLE** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 983 Cooper Avenue, Grassflat, PA 16839 and
807 Johnson Road, Grassflat, PA 16839;
3. By certified mail, return receipt requested to 983 Cooper Avenue,
Grassflat, PA 16839 and 807 Johnson Road, Grassflat, PA 16839;
4. By posting the mortgaged premises known in this herein action as
983 Cooper Avenue, Grassflat, PA 16839.

Service of the aforementioned publication and mailings is effective upon the
date of publication and mailing and is to be done by Plaintiff's attorney, who will file
Affidavits of Service with the Prothonotary of Clearfield County.

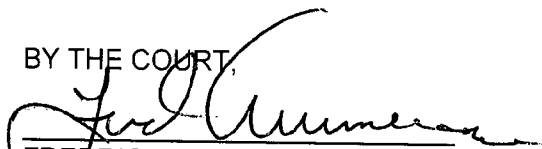
FILED

018:54/61
AUG 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

302
Atty Javardian

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

THE LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
Attorney ID No. 55669
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690

Attorney for Plaintiff

FILED *Atty. fd. 7.00*
m 10:52/01
AUG 29 2007 *2 Compl.*
Reinstated
William A. Shaw
Prothonotary/Clerk of Courts
to Shff
(GK)

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 07-933-CD

PLAINTIFF

COMPLAINT IN
MORTGAGE FORECLOSURE

VS.

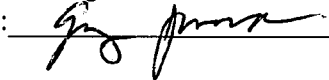
BRENDA JO SAMPLE
BRIAN SAMPLE,
A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE

PRAECIPE TO REINSTATE COMPLAINT

TO THE COURT:

Kindly Reinstate the Complaint in Mortgage Foreclosure for an
Additional thirty (30) days.

Dated: August 24, 2007

BY: 

Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

FILED

AUG 29 2007

**William A. Shaw
Prothonotary/Clerk of Courts**

THE LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
Attorney Id No. 55669
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966
(215) 942-9690

Attorney for Plaintiff

EMC MORTGAGE CORPORATION
ATTORNEY IN FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003 ABFI
MORTGAGE LOAN PASS- THROUGH
CERTIFICATES, SERIES 2003-ABFI
Plaintiff

Vs.

BRENDA JO SAMPLE
BRIAN SAMPLE A/K/A
BRIAN K. SAMPLE AK/A
BRIAN KEITH SAMPLE
Defendants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW
2007-
NO. ~~200~~-933-CD

FILED

SEP 14 2007

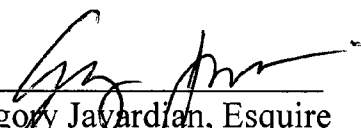
W/11.10/1
William A. Shaw
Prothonotary/Clerk of Courts

I CERT TO
Att (OK)

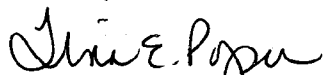
CERTIFICATE OF SERVICE

I hereby certify that per the court order dated August 20, 2007 copies of the
Reinstated Complaint in Mortgage Foreclosure were mailed to defendant by certified and
regular mail, by first class United States Mail, postage prepaid on the date set forth
below.

Dated: September 10, 2007

BY: 
Gregory Javardian, Esquire
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

Sworn and subscribed
to me this 10th day
of September, 2007



NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JULIE E. POPPER, Notary Public
Hillsboro Southampton Twp. Bucks County
Commission Expires November 29, 2008

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

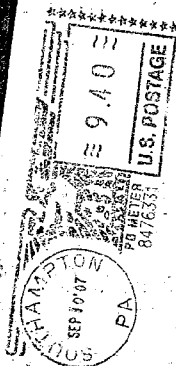
CERTIFIED MAIL



7160 3901 9845 1521 2091

RETURN RECEIPT REQUESTED

Law Offices of Gregory Javardian
1310 Industrial Boulevard
1st Floor Suite 101
Southampton, PA 18966



TO: Brenda Jo Sample
807 Johnson Road
Grassflat, PA 16839

SENDER: Kelley

REFERENCE: sample

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	Certified Fee	Return Receipt Fee	Restricted Delivery	Total Postage & Fees

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

Brenda Jo Sample
807 Johnson Road
Grassflat, PA 16839

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

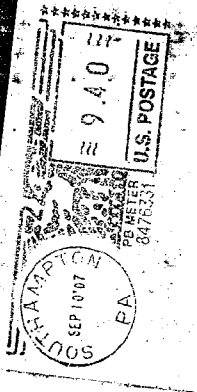
CERTIFIED MAIL



7160 3901 7845 1521 2107

RETURN RECEIPT REQUESTED

Law Offices of Gregory Javardian
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966



Brenda Jo Sample
983 Cooper Avenue
Glassflat, PA 16839

SENDER: Kelley

REFERENCE: Sample

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage
	Certified Fee
	Return Receipt Fee
	Restricted Delivery
	Total Postage & Fees

US Postal Service

Receipt for
Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

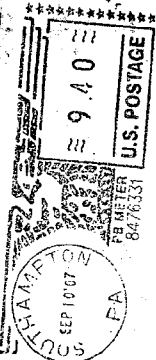
CERTIFIED MAIL



7160 3901 9845 1521 2084

RETURN RECEIPT REQUESTED

Law Offices of Gregory Javardian
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966



7160 3901 9845 1521 2084

Brian Sample a/k/a
Brian K. Sample a/k/a
Brian Keith Sample
983 Cooper Avenue
Glassflat, PA 16839

Brian Sample a/k/a Brian Sample
a/k/a Brian Keith Sample
983 Cooper Avenue
Glassflat, PA 16839

SENDER: Kelley
REFERENCE: sample

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage Certified Fee Return Receipt Fee \$1 Restricted Delivery Total Postage & Fees

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

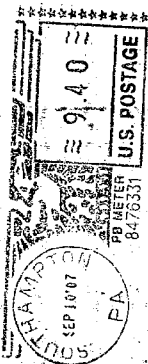
CERTIFIED MAIL



7360 3901 9845 1521 2077

RETURN RECEIPT REQUESTED

Law Offices of Gregory Javardian
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966



7360 3901 9845 1521 2077

TO: Brian Sample a/k/a
Brian K. Sample a/k/a
Brian Keith Sample
807 Johnson Road
Grassflat, PA 16839

Brian Sample a/k/a Brian Sample
a/k/a Brian Keith Sample
807 Johnson Road
Grassflat, PA 16839

SENDER: Kelley

REFERENCE: Sample

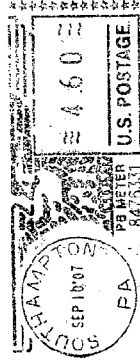
PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	Certified Fee	Return Receipt Fee	Restricted Delivery	Total Postage & Fees
	1	2	2	10	9

US Postal Service
Receipt for Certified Mail
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

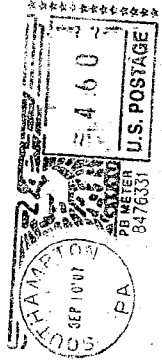
Law Offices of Gregory Javardian
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966



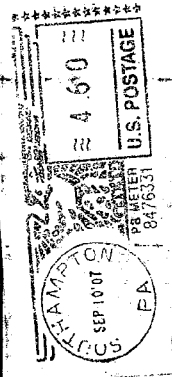
Brian Sample a/k/a Brian Sample
a/k/a Brain Keith Sample
983 Cooper Avenue
Glassflat, PA 16839

Law Offices of Gregory Javardian
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

Brenda Jo Sampele
983 Cooper Avenue
Glassflat, PA 16839



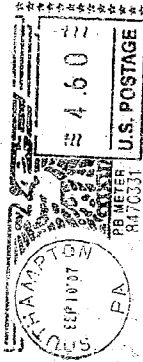
Law Offices of Gregory Javardian
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966



Brian Sample a/k/a Brian Sample
a/k/a Brain Keith Sample
807 Johnson Road
Grassflat, PA 16839

Law Offices of Gregory Javardian
1310 Industrial Boulevard
1st Floor, Suite 101
Southampton, PA 18966

Brenda Jo Sample
807 Johnson Road
Grassflat, PA 16839



Prothonotary/Clerk of Courts
William A. Shaw

SEP 14 2007

FILED



In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 4 Services

Sheriff Docket # **102897**

EMC MORTGAGE CORPORATION, ATTORNEY-IN-FACT FOR LASALLE
BANK

Case # 07-933-CD

vs.

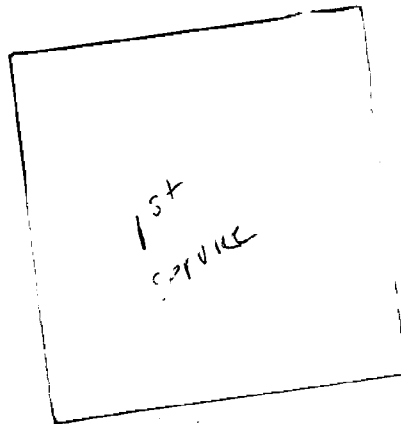
BRENDA JO SAMPLE, BRIAN SAMPLE a/k/ BRIAN K. SAMPLE a/k/a BRIAN
KEITH SAMPLE

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW October 29, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO BRIAN SAMPLE AKA BRIAN K. SAMPLE AKA BRIAN KEITH SAMPLE, DEFENDANT. 983 COOPER AVE., GRASSFLAT OCCUPIED BY TENANTS.

SERVED BY: /



FILED
06:5134
OCT 29 2007
William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 4 Services

Sheriff Docket # **102897**

EMC MORTGAGE CORPORATION, ATTORNEY-IN-FACT FOR LASALLE
BANK

Case # 07-933-CD

vs.

BRENDA JO SAMPLE, BRIAN SAMPLE a/k/ BRIAN K. SAMPLE a/k/a BRIAN
KEITH SAMPLE

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW October 29, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE "NOT FOUND" AS TO BRENDA JO SAMPLE, DEFENDANT. 983 COOPER AVE.,
GRASSFLAT,PA. OCCUPIED BY TENANTS.

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 3 of 4 Services

Sheriff Docket # **102897**

EMC MORTGAGE CORPORATION, ATTORNEY-IN-FACT FOR LASALLE
BANK

Case # 07-933-CD

vs.

BRENDA JO SAMPLE, BRIAN SAMPLE a/k/ BRIAN K. SAMPLE a/k/a BRIAN
KEITH SAMPLE

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW October 29, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE "NOT FOUND" AS TO BRIAN SAMPLE AKA BRIAN K. SAMPLE AKA BRIAN KEITH
SAMPLE, DEFENDANT. SEVERAL ATTEMPTS NEEDS SERVED IN EVENING.

SERVED BY: /

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 4 of 4 Services

Sheriff Docket # **102897**

EMC MORTGAGE CORPORATION, ATTORNEY-IN-FACT FOR LASALLE
BANK

Case # 07-933-CD

vs.

BRENDA JO SAMPLE, BRIAN SAMPLE a/k/ BRIAN K. SAMPLE a/k/a BRIAN
KEITH SAMPLE

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW October 29, 2007 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE "NOT FOUND" AS TO BRENDA JO SAMPLE, DEFENDANT. SEVERAL ATTEMPTS
NEEDS SERVED IN EVENING.

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102897
NO: 07-933-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: EMC MORTGAGE CORPORATION, ATTORNEY-IN-FACT FOR LASALLE BANK
vs.
DEFENDANT: BRENDA JO SAMPLE, BRIAN SAMPLE a/k/ BRIAN K. SAMPLE a/k/a BRIAN KEITH SAMPLE

SHERIFF RETURN

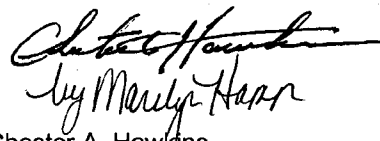
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	JAVARDIAN	39138	40.00
SHERIFF HAWKINS	JAVARDIAN	39138	60.00

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

JUN 12 2007

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attest.

William B. Shaw
Prothonotary/
Clerk of Courts

ATTORNEY FOR PLAINTIFF

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1
800 STATE HIGHWAY 121 BYPASS
LEWISVILLE, TX 75067-4180
PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 2007-933-CO

COMPLAINT IN
MORTGAGE FORECLOSURE

VS.

BRENDA JO SAMPLE
BRIAN SAMPLE,
A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE
983 COOPER AVENUE
GRASSFLAT, PA 16839
DEFENDANTS

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 defense 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.

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

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

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

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

ATTORNEY FOR PLAINTIFF

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1,
800 STATE HIGHWAY 121 BYPASS
LEWISVILLE, TX 75067-4180
PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO.

COMPLAINT IN
MORTGAGE FORECLOSURE

VS.

BRENDA JO SAMPLE
BRIAN SAMPLE,
A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE
983 COOPER AVENUE
GRASSFLAT, PA 16839
DEFENDANTS

CIVIL ACTION MORTGAGE FORECLOSURE

1. EMC Mortgage Corporation, Attorney-in-Fact for LaSalle Bank National Association as Trustee for Certificateholders of Bear Stearns Asset Backed Securities Trust 2003-ABF1, Mortgage Loan Pass Through Certificates, Series 2003-ABF1 (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Upon information and belief, Brenda Jo Sample and Brian Sample, a/k/a Brian K. Sample, a/k/a Brian Keith Sample (hereinafter referred to as "Defendants") are adult individuals residing at 807 Johnsons Road, Grassflat, PA 16839.

3. Plaintiff brings this action to foreclose on the mortgage between the Defendants and itself as Mortgagee by Assignment. The Mortgage, dated May 29, 2003, was recorded on June 12, 2003 in the Office of the Recorder of Deeds in Clearfield County at Instrument Number 200310142. Plaintiff is the Mortgagee by Assignment by virtue of an Assignment of Mortgage recorded on June 5, 2006 in the Office of Recorder of Deeds in Clearfield County at Instrument Number 200609096. Copies of the Mortgage and Assignment of Mortgage are attached and made a part hereof as Exhibits 'A' and 'B', respectively.
4. The Mortgage secures the indebtedness of a Note executed by the Defendants on May 29, 2003 in the original principal amount of \$36,000.00 payable to Plaintiff in monthly installments with an interest rate of 11.99%. A copy of the Note is attached and made a part hereof as Exhibit 'C'.
5. The land subject to the mortgage is 983 Cooper Avenue, Grassflat, PA 16839. A copy of the Legal Description is attached as part of the mortgage as Exhibit 'A' and incorporated herein.
6. Brenda Jo Sample is the Record Owner of the mortgaged property located at 983 Cooper Avenue, Grassflat, PA 16839.
7. The Mortgage is now in default due to the failure of the Defendants to make payments as they become due and owing. As a result of the default, the following amounts are due:

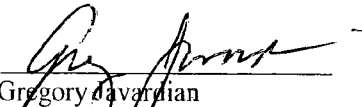
Principal Balance	\$35,464.21
Interest to 5/31/07	\$2,074.64
Accumulated Late Charges	\$506.04
Escrow Advance	\$98.74
Accumulated NSF Charges	\$10.00
Recoverable Balance	\$2,291.67
Other Fees Due	\$1,459.76
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
TOTAL	\$43,455.06

plus interest from 6/1/07 at \$11.65 per day, costs of suit and attorney's fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchase at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.
10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on May 8, 2007. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$43,455.06 together with the interest from 6/1/07 at \$11.65 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY: 

Gregory Javardian
Attorney ID No. 55669
Attorney for Plaintiff

EXHIBIT 'A'

KAREN L. STROCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
200310142
RECORDED IN
JUN 12, 2003
12:05:24 PM
Total Fees: \$8
RECORDING FEE - \$4.00
RECORDING
COUNTY IMPROVEMENT \$2.00
FUND
RECORDING IMPROVEMENT \$1.00
FUND
LCS/ACCESS 10 \$10.00
LCS/12
STATE MAIL TAX \$0.50
TOTAL \$34.50
CUSTOMER
FAMILY ABSTRACT, INC.

RECORD & RETURN TO:
FAMILY ABSTRACT, INC.
1424 EASTON RD., SUITE 100
HORSHAM, PA 19044

FA 03457

Prepared By:

Karen Arnold
111 Presidential Blvd., Ste. 114
Bala Cynwyd, PA 19004

Return To:

HomeAmerican Credit Inc DBA Upland
Mtg
111 Presidential Blvd.
Ste. 114
Bala Cynwyd, PA 19004

Parcel Number:
110-CB-599-00013

[Space Above This Line For Recording Date]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated May 29, 2003 together with all Riders to this document.
(B) "Borrower" is ISRLAN SAMPLER and BRENDA JO SAMPLER

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is HomeAmerican Credit Inc DBA Upland Mtg

Lender is a Corporation

PENNSYLVANIA - Single Family

Form 3038 1/01

UPR(PA) 000001

Page 2 of 10

UNEN

YMD MORTGAGE 100000 - 0000014201

88
135

SCHEDULE A

Tract 1: BEGINNING at a steel pin corner, said corner is the Southwest corner of the herein described parcel; said corner is a common corner with that of a lot belonging to now or formerly Joseph Askey, said corner is on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being sixteen and five tenths (16.5) feet from the center line thereof; thence along the lot now or formerly of Joseph Askey, North 4° 17' East, ninety-five and eight tenths (95.8) feet to a stake corner, said corner is on the line of a lot of land belonging now or formerly to Reese Swanson; thence along the lot now or formerly of Reese Swanson and across a portion of a ten (10) foot alley, South 89° 15' East, 34.7 feet to a stake corner, said corner being a common corner with that of two parcels of land belonging to the former Kenneth Sinclair; thence along one of the parcels of land belonging to the former Kenneth Sinclair and along the above noted alley, South 4° 17' West, 94 feet to a stake corner, said corner being a common corner with that of the herein noted parcel of land belonging to the former Kenneth Sinclair; said corner also being on the North right-of-way line of the above noted highway; thence along the right-of-way of said highway, South 87° 20' West, 35' to place of beginning.

CONTAINING .03 acres, more or less.

Tract 2:

BEGINNING at an iron pipe corner, said corner being a common corner with that of land belonging now or formerly to Michael Humenik, said corner being on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being 16.5 feet from the center line thereof; thence along the North right-of-way line of the above noted highway, South 87° 20' West, 25 feet to a stake corner, said corner being a common corner with that of a lot of land belonging to the former Kenneth Sinclair; thence along the lot of the former Kenneth Sinclair, North 4° 17' East, 91.7 feet to a stake corner, said corner being on the line of another lot of land belonging to the former Kenneth Sinclair; thence along this lot of land of the former Kenneth Sinclair, South 89° 15' East, 28.5 feet to a stake corner, said corner being a common corner with that of land belonging to now or formerly Michael Humenik; thence along the land now or formerly of Michael Humenik, South 9° 56' West, 90.3 feet to the place of beginning.

CONTAINING .06 of an acre, more or less.

BEING the same premises which John M. Humenik and Bernadine Mary Humenik by deed dated May 9, 1967 and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 531, Pg. 319 granted and conveyed unto Kenneth Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 3:

BEGINNING at a boardwalk being the northeast corner; thence Northwest ninety-four (94) feet along public road leading from Peale to Kyrstown; thence Northeast along public road leading from Peale to Pleasant Hill mines, one hundred (100) feet to corner of lot now or formerly of L.F. Flood; thence

Southeast along lot now or formerly of L.F. Flood, ninety-four (94) feet to lands now or formerly of Edgar Sheffer; thence Southwest along lands now or formerly of Edgar Sheffer, one hundred (100) feet to the place of beginning.

BEING the same premises which L.R. Lundberg, Executor of the Estate of O. Adolph Lundberg, Deceased, by deed dated July 15, 1974, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 686, Pg. 928 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 4:

BEGINNING at a corner post on an alley leading along land now or formerly of Max Steinberg to land owned now or formerly by Ed Johnson or S. Flood thence leading along land West to land owned now or formerly by Harry Hudson and wife; thence leading South along land owned now or formerly by Max Steinberg to Township Road; Thence East thirty-five (35) feet to place of beginning.

organized and existing under the laws of PA

Lender's address is 111 Presidential Blvd., Ste. 114, Bala Cynwyd, PA 19004

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 29, 2003

The Note states that Borrower owes Lender Thirty Six Thousand And Zero/100

(U.S. \$ 36,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 05, 2023

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☒ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☒ Other(s) (specify)

Rider A Legal Description

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

[Signature]

BS

(D) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor In Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the COUNTY [Type of Recording Jurisdiction]

of CLEARFIELD [Name of Recording Jurisdiction]

TAX PARCEL: 110-t8-599-00013

COOPER TOWNSHIP

which currently has the address of 983 COOPER AVENUE

GRASSFLAT

("Property Address");

[City], Pennsylvania 16839-9616 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) amounts due Lender under Section 3 of this Security Instrument; (b) interest due under the Note; (c) any fees, charges, or any amounts other than principal due under the Note; (d) any other amounts due under this Security Instrument; and (e) to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

B-S

paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices-of-amounts-to-be-paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

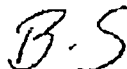


If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to or destruction of the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

--- In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taxing of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repair and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with

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a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Theresa M. Bolton Brian Sample (Seal)
 as to by BRIAN SAMPLE -Borrower

Dwight J. Sample (Seal)
BRIAN J. SAMPLE -Borrower

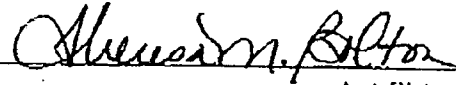
____ (Seal) ____ (Seal)
 -Borrower -Borrower

____ (Seal) ____ (Seal)
 -Borrower -Borrower

____ (Seal) ____ (Seal)
 -Borrower -Borrower

Certificate of Residence

I, TERESA M. BOLTON, do hereby certify that
the correct address of the within-named Mortgagee is 111 Presidential Blvd., Ste. 114,
Bala Cynwyd, PA 19004
Witness my hand this 29th day of May, 2003



Agent of Mortgagee

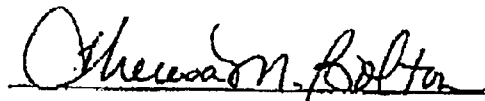
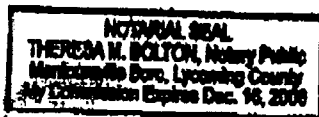
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

County ss:

On this, the 29th day of May, 2003, before me, the
undersigned officer, personally appeared BRIAN SAMPLE and BRENDA JO SAMPLE

satisfaction proven) to be the person(s) whose name(s) are subscribed to the within instrument and
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:


notary public
Title of Office:

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Initials

Form 3038 1/01

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BALLOON PAYMENT RIDER TO MORTGAGE/SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made this 29th day of May, 2003 and amends a Mortgage/Security Instrument in the amount of \$6,000.00 ("Borrowers") to HomeAmerican Credit Inc DBA Upland Mtg

made by the person(s) who signed below

and is dated the same as a Note for which this Mortgage/Security Instrument secures collateral.

("Lender")

In addition to the agreements and provisions made in the Note and Mortgage/Security Instrument, both Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON June 05, 2023 (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE. THIS IS CALLED A "BALLOON PAYMENT." THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

At least ninety days (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the balloon payment which will be due on the Maturity Date (assuming all the scheduled payments due between the date of the notice and the Maturity Date are made on Time).

Therian N. Bolton
Witness

Brian Sample
BRIAN SAMPLE Borrower

do to both
Witness

Debra Jo Sample
DEBRA JO SAMPLE Borrower

Borrower

Borrower

Borrower

Borrower

EXHIBIT 'B'

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

GREGORY ESQ JAVARDIAN

Instrument Number - 200609096

Recorded On 6/5/2006 At 1:45:00 PM

* Instrument Type - ASSIGNMENT

* Total Pages - 6

Invoice Number - 149632

* Assignor - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

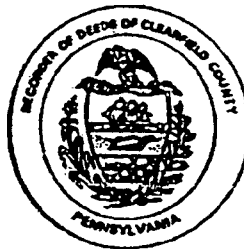
* Assignee - LASALLE BANK

* Customer - JAVARDIAN, GREGORY ESQ

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$30.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Prepared By:
Hanover Capital Partners, Ltd.
PO Box 3980
Edison, NJ 08818-3980

Recording Requested by and Return to:
EMC MORTGAGE CORPORATION
2780 Lake Vista Drive
Lewisville, TX 75067
ATTN: COLLATERAL MANAGEMENT DEPT.

This document prepared by:
HANOVER CAPITAL PARTNERS Ltd.
UPI: 110 to 8-599-15, 110 to 8-599-14, 110 to 8-599-13
MIN: 100022100029073509

MERS PHONE: 1-888-679-6377

Tracking #1: 0002907350

Tracking #2: ABF1

PA

ASSIGNMENT OF MORTGAGE

Know that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), with a business address of 3300 SW 34th Avenue, Suite 101, Osceola, FL 34474, "Assignor", for value received and other good and valuable consideration paid by LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES TRUST 2003-ABF1, MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2003-ABF1, whose address is 2571 Busse Road, Suite 200, Elk Grove Village, IL 60007, "Assignee", the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby grant, bargain, sell, assign, transfer and convey unto the Assignee the following described MORTGAGE, duly recorded in the office of real property records in the County of CLEARFIELD, State of PENNSYLVANIA, together with the indebtedness or obligation described in said instrument, and the monies due and to grow due thereon with the interest, as follows:

SEE EXHIBIT "A"

To have and to hold the same unto the Assignee, and to the successors, legal representatives and assigns of the Assignee forever.

This Assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand this 25th day of May, 2006, but effective this 24th day of May, 2006.

In Presence of:

Witness 1: Nicole Beels

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. ("MERS")

By:

Janan Weeks
Vice President

The undersigned hereby certifies that the precise Address of Assignee is:

**LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR
STEARNS ASSET BACKED SECURITIES TRUST 2003-ABF1, MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1**

2571 Busse Road, Suite 200

Elk Grove Village, IL 60007

By: _____

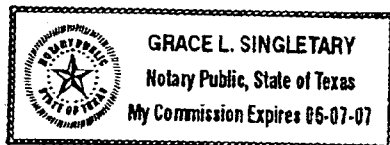
State of **TEXAS**

County of **DENTON**

)
ss.
)

The undersigned, a notary public in and for above-said County and State, does hereby acknowledge that **Janan Weeks, Vice President for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")** personally appeared before me this day, and being by me duly sworn, says that s/he, being informed of the contents, voluntarily executed the foregoing and annexed instrument for and on behalf of such entity.

WITNESS my hand and official seal, this 25th day of May, 2006.



Notary Public: Grace L. Singletary

My Commission Expires: 06/07/07

This document was prepared by Marileen D. Bradley, Hanover Capital Partners Ltd.
Post Office BOX 3980, Edison, NJ 08818-3980 - Phone: (732) 393-3033 Fax: (732) 572-5959

Tracking #1: 0002907350

Tracking #2: ABF1

PA

STATE: PA

COUNTY: CLEARFIELD

EXHIBIT "A"

Tracking #1: 0002907350

Tracking #2: ABF1

MORTGAGOR/TRUSTOR: BRIAN SAMPLE AND BRENDA JO SAMPLE

MORTGAGEE/BENEFICIARY: HOMEAMERICAN CREDIT INC DBA UPLAND MTG

DATE OF MORTGAGE/DEED OF TRUST: 05/29/03

AMOUNT: \$36,000.00

RECORDED:

DATE
6/12/03

VOLUME/BOOK

PAGE/FOLIO

INSTRUMENT #
200310142

PROPERTY ADDRESS: 983 COOPER AVENUE, GRASSFLAT, PA 16839

Township of COOPER

Assignment of Mortgage to Mortgage Electronic Registrations Systems recorded
3/1/2004, instrument #200403004.

Tract 1:

BEGINNING at a steel pin corner, said corner is the Southwest corner of the herein described parcel, said corner is a common corner with that of a lot belonging to now or formerly Joseph Askey, said corner is on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being sixteen and five tenths (16.5) feet from the center line thereof; thence along the lot now or formerly of Joseph Askey, North 4° 17' East, ninety-five and eight tenths (95.8) feet to a stake corner, said corner is on the line of a lot of land belonging now or formerly to Reese Swanson; thence along the lot now or formerly of Reese Swanson and across a portion of a ten (10) foot alley, South 89° 15' East, 34.7 feet to a stake corner, said corner being a common corner with that of two parcels of land belonging to the former Kenneth Sinclair; thence along one of the parcels of land belonging to the former Kenneth Sinclair and along the above noted alley, South 4° 17' West, 94 feet to a stake corner, said corner being a common corner with that of the herein noted parcel of land belonging to the former Kenneth Sinclair, said corner also being on the North right-of-way line of the above noted highway; thence along the right-of-way of said highway, South 87° 20' West, 35' to place of beginning.

CONTAINING .08 acres, more or less.

Tract 2:

BEGINNING at an iron pipe corner, said corner being a common corner with that of land belonging now or formerly to Michael Humenik, said corner being on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being 16.5 feet from the center line thereof; thence along the North right-of-way line of the above noted highway, South 87° 20' West, 25 feet to a stake corner, said corner being a common corner with that of a lot of land belonging to the former Kenneth Sinclair; thence along the lot of the former Kenneth Sinclair, North 4° 17' East, 91.7 feet to a stake corner, said corner being on the line of another lot of land belonging to the former Kenneth Sinclair; thence along this lot of land of the former Kenneth Sinclair, South 89° 15' East, 28.5 feet to a stake corner, said corner being a common corner with that of land belonging to now or formerly Michael Humenik; thence along the land now or formerly of Michael Humenik, South 5° 56' West, 90.8 feet to the place of beginning.

CONTAINING .06 of an acre, more or less.

BEING the same premises which John M. Humenik and Bernadine Mary Humenik by deed dated May 9, 1967 and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 531, Pg. 319 granted and conveyed unto Kenneth Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 3:

BEGINNING at a boardwalk being the northeast corner; thence Northwest ninety-four (94) feet along public road leading from Peale to Kylertown; thence Northeast along public road leading from Peale to Pleasant Hill mines, one hundred (100) feet to corner of lot now or formerly of L.F. Flood; thence

Southeast along lot now or formerly of L.F. Flood, ninety-four (94) feet to lands now or formerly of Edgar Sheffer; thence Southwest along lands now or formerly of Edgar Sheffer, one hundred (100) feet to the place of beginning.

BEING the same premises which L.R. Lundberg, Executor of the Estate of G. Adolph Lundberg, Deceased, by deed dated July 15, 1974, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 685, Pg. 028 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 4:

BEGINNING at a corner post on an alley leading along land now or formerly of Max Steinberg to land owned now or formerly by Ed Johnson or S. Flood thence leading along land West to land owned now or formerly by Harry Hudson and wife; thence leading South along land owned now or formerly by Max Steinberg to Township Road; Thence East thirty-five (35) feet to place of beginning.

BEING the same premises which Steve Stercovitz a/k/a Steve Stercovic by deed dated May 7, 1965, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 514, Pg. 484 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

UNDER AND SUBJECT, NEVERTHELESS, to certain easements, covenants and restrictions of record.

AND the said Grantors, for themselves and their heirs, executors and administrators, do hereby covenant, promise and agree to and with the said Grantee, their heirs and assigns, that they, the said Grantors, have not heretofore done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is are, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

REGISTER AND RECORDER
CLEARFIELD COUNTY, PA

INVOICE # 149632
0201-RECEIPT CRC

CHARGES --

#001 ASSL PLNT \$30.50

Instrument Number - 200609096
Recorded on - Jun 05, 2006 1:45:00 PM
Total Pages: 6
Muni - COOPER TOWNSHIP
Assignor - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
INC

Assignee - LASALLE BANK
Consideration - \$36,000.00

Fee Detail:

COUNTY RECORDING FEE	\$13.00
IMPROVEMENT FEE - COUNTY	\$2.00
IMPROVEMENT FEE - RECORDER	\$3.00
JCS/ACCESS TO JUSTICE FEE	\$10.00
PER PAGE FEE	\$2.00
STATE WRIT FEE	\$0.50

TOTAL CHARGES \$30.50

-- PAYMENTS --

CHECK: 32425 \$30.50

TOTAL PAYMENTS \$30.50

AMOUNT DUE	\$30.50
PAYMENT ON INVOICE	(\$30.50)
BALANCE DUE	\$0.00

Customer:
JAVARDIAN, GREGORY ESO

THANK YOU
KAREN L. STARCK
REGISTER & RECORDER
COUNTY # 17
06/05/2006 1:44:11 PM

EXHIBIT 'C'

BALLOON NOTE
(Fixed Rate)

LOAN ID# 1301360982

Borrower(s): BRENDA JO SAMPLE and BRIAN SAMPLE

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

May 29, 2003

GRASSFLAT

Pennsylvania

[Date]

[City]

[State]

983 COOPER AVENUE, GRASSFLAT, PENNSYLVANIA 16839-9616

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 36,000.00 (this amount is called "principal"). plus interest, to the order of the Lender. The Lender is HomeAmerican Credit Inc DBA Upland Mtg

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 5th day of each month beginning on July 05, 2003

I will make these payments every month until I have paid off of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date. If, on 06/05/2023, I still owe amounts under this Note, I will pay those amounts, in full, on that date.

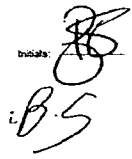
PENNSYLVANIA FIXED RATE NOTE - Single Family - With Prepayment Penalty

Page 1 of 4

U105NPA (0105)

VMP MORTGAGE FORMS - (800)521-7291

1301360982

Initials: 

1301360982

(B) Amount of Monthly Payments

4. BORROWER'S RIGHT TO PREPAY

The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amount of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

5. LOAN CHARGES

6. BORROWER'S FAILURE TO PAY AS REQUIRED

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **10.000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

1301360982

Initials 
RS

LOAN ID#

1301360982

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. APPLICABLE LAW

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

The block contains a handwritten signature and the initials "B.S." written below it.

1301360982

[Sign Original Only]

—(Scal)
-Rorower

---(Seal)
-Bottom-

—(Seal)
-Rover

—(Seal)
-Borrower

—(Scal)
Borrower

—(Sea)
-Borrower

—(Seaf)
-Borrower

—(Seal)
-Borrower

ERIAN SAMPLE

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

under this Note.

impose in connection with (1) my failure to comply with the terms and conditions of this Note and (2) the release or satisfaction of any mortgage, financing statement or other security instrument.

B. Administrative Charges

Holder unpaid. I agree to pay the Note Holder a charge for not sufficient funds (NSF charge) in the maximum amount permitted by applicable law.

A. NSF Charge

17. OTHER CHARGES

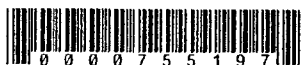
#Q1 NY01

1301360982

EXHIBIT 'D'

EMC
Mortgage
Corporation

May 8, 2007



Brian Sample
983 Cooper Ave
Grassflat, PA 16839

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brian Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.

Sincerely,
EMC Mortgage Corporation

Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Serviced

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Cheltenham Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 * Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland	Indiana Co. Community Action Program 827 Water Street Box 187 Indiana, PA 15701 (724) 465-2657 * Armstrong, Cambria, Clearfield, Indiana, Jefferson * Westmoreland
Tableland Services Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 - 1-800-452-0148 * Armstrong, Cambria, Fayette, Somerset, Westmoreland	New Life Commun Housing Devel Corp 712 Hawkins Avenue Braddock, PA 15104 412-351-4077 * Allegheny, Washington, Westmoreland
The Trehab Center of Northeastern PA German Street PO Box 389 Dushore, PA 18614 (570) 928-9667 * Sullivan	Community Action Southwest 150 West Beau Street Suite 304 Washington, PA 15301 (724) 225-9550 * Washington
Action Housing, Inc 425 6th Avenue Suite 950 Pittsburgh, PA 15219 (800) 792-2801 or (412) 391-1956 or (412) 281-2102 * Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland	FOB CDC 1201 West Olney Avenue Philadelphia, PA 19141 215-549-8755 * Chester, Delaware, Philadelphia
CCCS of Western PA, Inc. 90 East Chestnut Street Washington, PA 15301 888-511-2227 * Washington	Pennsylvania Housing Finance Agency 2275 Swallow Hill road Bldg 200 Pittsburgh, PA 15220 (412) 429-2842 * Allegheny
Community Action Southwest 58 East Greene Street Waynesburg, PA 15370 (724) 852-2893 * Allegheny, Fayette, Greene, Washington, Westmoreland	CCCS of Western PA 4402 Peach Street Erie, PA 16509 1-888-511-2227 ext 108 * Erie County
Tabor Community Services, Inc. 439 E. King Street PO Box 1676 Lancaster, PA 17608 (717) 397-5182 OR 1-800-788-5062 * Chester, Lancaster, Lebanon	American Financial Counseling Svcs, Inc. 175 Strafford Avenue, Suite One Wayne, PA 19087 800-490-3039 * Delaware County
American Financial Counseling Services 906 Penn Avenue Wyomissing, PA 19610 610-378-5140 * Berks	CCCS of Western PA 917A Logan Blvd: Royal/Remax Plaza Altoona, PA 16602 888-511-2227 * Cameron
CCCS of Western PA, Inc. 199 Edison Street Uniontown, PA 15401 888-511-2227 * Fayette County	The Trehab Center of Northeastern PA The Enterprise Center 703 S. Elmer Avenue Sayre, PA 18840 (570) 888-0412 * Bradford
Bucks County Housing Group 349 Durham Road Perndel, PA 19047 866-866-0280 * Bucks County	Bucks County Housing Group 470 Old Dublin Pike Doylestown, PA 18901 866-866-0280
American Credit Counseling Institute 300 North Pottstown Pike Suite 210 Exton, PA 19341 888-212-6741 * Berks, Bucks, Montgomery	The Trehab Center of Northeastern PA 144 E. East Avenue Wellsboro, PA 16901 (570) 724-5252 * Tioga County

* Indicates Counties Serviced

APM 2147 North Sixth Street Philadelphia, PA 19122 (215) 235-6788 * Chester, Delaware, Philadelphia	CCCS of Delaware Valley Catholic Social Services Building 7340 Jackson Street Philadelphia, PA 19136 (215) 563-5665 * Bucks, Philadelphia	Lycom-Clinton Co Comm to Comm Action 2138 Lincoln Street PO Box 3568 Williamsport, PA 17703 (570) 326-0587 * Centre, Clinton, Lycoming, Union
Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 * Chester, Delaware, Philadelphia	Comm. Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 * Philadelphia	Center for Family Services, Inc. 213 Center Street Meadville, PA 16335 (814) 337-8450 * Crawford, Venango
CCCS of Delaware Valley One Cherry Hill Suite 215 Cherry Hill, PA 08002 (215) 563-5665 * Philadelphia	Diversified Community Service Dixon House 1920 South 20th Street Philadelphia, PA 19145 215-336-3511 * Bucks, Chester, Delaware, Philadelphia	American Red Cross-Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 * Adams, Franklin, York
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh, PA 15222 (412) 227-4802 * Allegheny	Adams County Interfaith Housing Authority 40 E. High St Gettysburg, PA 17325 (717) 334-1518 * Adams, Cumberland, Franklin, York	Armstrong Co Community Action Agency 124 Armsdale Road Suite 211 Kittanning, PA 16201 (724) 548-3405 * Armstrong
CCCS of Western PA, Inc. Colonial Shopping Center 970 S. George St York, PA 17403 888-511-2227 * Franklin, Fulton, Lancaster, York	Acom Housing of Pittsburg 5907 Penn Avenue Suite 300 Pittsburgh, PA 15206 412-441-7240 * Allegheny	CCCS of Western PA, Inc. 971 Third Street Beaver, PA 15009 888-511-2227 * Beaver
Housing Council of York 35 South Duke Street York, PA 17401 (717) 854-1541 * York	CCCS of Western PA, Inc. River Park Commons 2403 Sldney Street, Suite 400 Pittsburgh, PA 15203 888-511-2227 * Allegheny	Housing Opportunities of Beaver County 650 Corporation St. Suite 207 Beaver, PA 15009 (724) 728-7511 * Beaver, Lawrence
American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 (610) 874-1484 * Chesler, Delaware	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665 * Delaware	CCCS of Delaware Valley 790 E. Market St. Suite 170 Marshall Bldg West Chester, PA 19382 (215) 563-5665 * Chester, Delaware
CCCS of Western Pennsylvania 312 Chestnut Street Suite 227 Meadville, PA 16335 888-511-2227 * Lawrence	PHFA 211 North Front Street Harrisburg, PA 17110 800-342-2397 * Cumberland, Dauphin	The Trehab Center of Northeastern PA 232 Sunrise Avenue Suite A1 Honesdale, PA 18431 (570) 253-8941 * Wayne
Bucks County Housing Group 515 West End Boulevard Quakertown, PA 18951 866-866-0280 * Bucks	Bucks County Housing Group, Inc 2324 Second Street Pike Suite 17 Wrightstown, PA 18940 866-866-0280 * Bucks	Bucks County Housing Group 200 West Bridge Street Morrisville, PA 19067 866-866-0280 * Bucks
CCCS of Delaware Valley Catholic Social Services Building 607 West Street Road Warminster, PA 18974 (215) 563-5665 * Bucks	The Trehab Center of Northeastern PA 115 SR 92S Tunkhannock, PA 18657 (570) 836-6840 * Wyoming	American Credit Counseling Institute 21 South Church Street West Chester, PA 19380 1-888-212-6741 * Chester
American Credit Counseling Institute 937 North Hanover Street Pottstown, PA 19460 888-212-6741 * Berks County		

* Indicates Counties Served

Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia

Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomer

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery

CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery

Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia

Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren

Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango

Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York

Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana

Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren

Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry

Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

EMC
Mortgage
Corporation

May 8, 2007



0000755196
Brenda J Sample
983 Cooper Ave
Grassflat, PA 16839

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brenda J Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.

Sincerely,
EMC Mortgage Corporation

Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148

* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 16614
(570) 928-9667

* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102

* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227

* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893

* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062

* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140

* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Penn del, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741

* Berks, Bucks, Montgomery

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

* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077

* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550

* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755

* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842

* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227

* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412

* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM
2147 North Sixth Street
Philadelphia, PA 19122
(215) 235-6788
* Chester, Delaware, Philadelphia

Carroll Park Community Council, Inc.
5218 Master Street
Philadelphia, PA 19131
* Chester, Delaware, Philadelphia

CCCS of Delaware Valley
One Cherry Hill Suite 215
Cherry Hill, PA 08002
(215) 563-5665 * Philadelphia

Urban League Of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield St.
Pittsburgh, PA 15222
(412) 227-4802 * Allegheny

CCCS of Western PA, Inc.
Colonial Shopping Center
970 S. George St
York, PA 17403
888-511-2227
* Franklin, Fulton, Lancaster, York

Housing Council of York
35 South Duke Street
York, PA 17401
(717) 854-1541 * York

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484
* Chester, Delaware

CCCS of Western Pennsylvania
312 Chestnut Street Suite 227
Meadville, PA 16335
888-511-2227
* Lawrence

Bucks County Housing Group
515 West End Boulevard
Quakertown, PA 18951
866-866-0280
* Bucks

CCCS of Delaware Valley
Catholic Social Services Building
607 West Street Road
Warminster, PA 18974
(215) 563-5665
* Bucks

American Credit Counseling Institute
937 North Hanover Street
Pottstown, PA 19460
888-212-6741 * Berks County

CCCS of Delaware Valley
Catholic Social Services Building
7340 Jackson Street
Philadelphia, PA 19136
(215) 563-5665
* Bucks, Philadelphia

Comm. Devel. Corp of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
* Philadelphia

Diversified Community Service
Dixon House
1920 South 20th Street
Philadelphia, PA 19145
215-336-3511
* Bucks, Chester, Delaware, Philadelphia

Adams County Interfaith Housing Authority
40 E. High St
Gettysburg, PA 17325
(717) 334-1518
* Adams, Cumberland, Franklin, York

Acom Housing of Pittsburg
5907 Penn Avenue Suite 300
Pittsburgh, PA 15206
412-441-7240
* Allegheny

CCCS of Western PA, Inc.
River Park Commons
2403 Sidney Street, Suite 400
Pittsburgh, PA 15203
888-511-2227
* Allegheny

CCCS of Delaware Valley
280 North Providence Road
Media, PA 19063
(215) 563-5665
* Delaware

PHFA
211 North Front Street
Harrisburg, PA 17110
800-342-2397
* Cumberland, Dauphin

Bucks County Housing Group, Inc
2324 Second Street Pike Suite 17
Wrightstown, PA 18940
866-866-0280
* Bucks

The Trehab Center of Northeastern PA
115 SR 92S
Tunkhannock, PA 18657
(570) 836-6840
* Wyoming

Lycom-Clinton Co Comm fo Comm Action
2138 Lincoln Street PO Box 3568
Williamsport, PA 17703
(570) 326-0587
* Centre, Clinton, Lycoming, Union

Center for Family Services, Inc.
213 Center Street
Meadville, PA 16335
(814) 337-8450
* Crawford, Venango

American Red Cross-Hanover Chapter
529 Carlisle Street
Hanover, PA 17331
(717) 637-3768
* Adams, Franklin, York

Armstrong Co Community Action Agency
124 Armsdale Road Suite 211
Kittanning, PA 16201
(724) 548-3405
* Armstrong

CCCS of Western PA, Inc.
971 Third Street
Beaver, PA 15009
888-511-2227
* Beaver

Housing Opportunities of Beaver County
650 Corporation St. Suite 207
Beaver, PA 15009
(724) 728-7511
* Beaver, Lawrence

CCCS of Delaware Valley
790 E. Market St. Suite 170 Marshall Bldg
West Chester, PA 19382
(215) 563-5665
* Chester, Delaware

The Trehab Center of Northeastern PA
232 Sunrise Avenue Suite A1
Honesdale, PA 18431
(570) 253-8941
* Wayne

Bucks County Housing Group
200 West Bridge Street
Morrisville, PA 19067
866-866-0280
* Bucks

American Credit Counseling Institute
21 South Church Street
West Chester, PA 19380
1-888-212-6741
* Chester

* Indicates Counties Served

Housing Assoc. of Delaware Valley 1500 Walnut Street Suite 601 Philadelphia, PA 19102 (215) 545-6010 * Philadelphia	Urban League of Philadelphia Tenn Penn Ctr - 1801 Market St. Suite 250 Philadelphia, PA 19103 (215) 561-6070 * Bucks, Delaware, Philadelphia	Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17094 * Snyder
Housing Partnership of Chester County 41 West Lancaster Ave Downingtown, PA 19335 610-518-1522 * Chester, Delaware, Montgomery	Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 * Crawford, Erie, Warren	CCCS of Western PA 219-A College Park Plaza Johnstown, PA 15904 888-511-2227 * Cambria, Clearfield, Indiana, Somerset
Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 * Bucks, Chester, Delaware, Montgomery * Philadelphia	Greater Erie Commun. Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 * Crawford, Erie, Warren, Venango	CCCS of Western PA, Inc. 1 North Gate Square #2 Garden Center Dr Greensburg, PA 15601 888-511-2227 * Somerset, Westmoreland, Washington * Fayette, Greene, Indiana
Philadelphia Council for Commun. Action 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 * Chester, Delaware, Montgomery, Philadelphia	St. Martin Center 1701 Parade Street Erie, PA 16503 (814) 452-6113 * Crawford, Erie, Warren, Venango	Center for Community Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 * Somerset, Blair, Bedford, Cambria * Fulton, Huntingdon
American Financial Counseling Services 1 Abington Plaza, Suite 403 Old York Road and Township Line Jenkintown, PA 19046 800-490-3039 * Delaware, Montgomery	Warren-Forest Counties Economic Opportunity Council 1209 Pennsylvania Ave, West P.O. Box 547 Warren, PA 16365 (814) 726-2400 * Forest, Warren	CCCS of Western PA 4402 Peach Street Erie, PA 16509 1-888-511-2227 ext 108 * Crawford, Warren
American Financial Counseling Services, Inc. 175 Strafford Avenue, Suite One Wayne, PA 19087 800-490-3039 * Bucks, Chester, Delaware, Montgomery * Philadelphia	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 1-800-220-2733 * Berks, Bucks, Carbon, Lancaster, Lehigh * Northampton, Schuylkill	Huntington Co Housing Svcs. Weatherization Inc. 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343 * Perry
CCCS of Delaware Valley 1777 Sentry Parkway West Blue Bell, PA 19422 (215) 563-5665 * Montgomery	Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 * Berks, Chester, Schuylkill	Loveship, Inc. 2320 North 5th Street Harrisburg, PA 17110 (717) 232-2207 * Cumberland, Dauphin, Perry
CCCS of Delaware Valley 1515 Market Street Suite 1325 Philadelphia, PA 19107 (215) 563-5665 * Bucks, Delaware, Montgomery, Philadelphia	Comm. on Econ Opportunity of Luzerne 163 Amber Lane Wilkes-Barre, PA 18702 (570) 826-0510 OR 1-800-822-0359 * Carbon, Luzerne, Schuylkill, Wyoming	Maranatha 43 Philadelphia Avenue Waynesboro, PA 17268 (717) 762-3285 * Adams, Cumberland, Franklin, Fulton, Perry
Chester Community Improvement Project 412 Avenue of the States PO Box 541 Chester, PA 19016 * Chester, Delaware, Montgomery, Philadelphia	Schuylkill Community Action 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 * Berks, Carbon, Lebanon, Lehigh, Luzerne * Northampton, Schuylkill	Fayette Co. Community Action Agency Inc 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO * Fayette, Somerset
Community Action Agency of Delaware County 2nd and Orange Streets Media, PA 19063 610-891-5101 * Chester, Delaware, Montgomery	CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 888-511-2227 * Adams, Cumberland, Dauphin, Franklin * Perry, Snyder, York	The Trehab Center of Northeastern PA 144 E. East Avenue Wellsboro, PA 16901 (570) 724-5252 * Susquehanna

May 8, 2007



Brian Sample
807 Johnson Rd
Grassflat, PA 16839-9628

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brian Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

a) Provide to you verification of the debt or a copy of any judgement entered against you.

b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Cheltenham Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc.
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Buller, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Pennndel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM 2147 North Sixth Street Philadelphia, PA 19122 (215) 235-6788 * Chester, Delaware, Philadelphia	CCCS of Delaware Valley Catholic Social Services Building 7340 Jackson Street Philadelphia, PA 19136 (215) 563-5665 * Bucks, Philadelphia	Lycom-Clinton Co Comm to Comm Action 2138 Lincoln Street PO Box 3568 Williamsport, PA 17703 (570) 326-0587 * Centre, Clinton, Lycoming, Union
Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 * Chester, Delaware, Philadelphia	Comm. Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 * Philadelphia	Center for Family Services, Inc. 213 Center Street Meadville, PA 16335 (814) 337-8450 * Crawford, Venango
CCCS of Delaware Valley One Cherry Hill Suite 215 Cherry Hill, PA 08002 (215) 563-5665 * Philadelphia	Diversified Community Service Dixon House 1920 South 20th Street Philadelphia, PA 19145 215-336-3511 * Bucks, Chester, Delaware, Philadelphia	American Red Cross-Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 * Adams, Franklin, York
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh, PA 15222 (412) 227-4802 * Allegheny	Adams County Interfaith Housing Authority 40 E. High St Gettysburg, PA 17325 (717) 334-1518 * Adams, Cumberland, Franklin, York	Armstrong Co Community Action Agency 124 Armsdale Road Suite 211 Kittanning, PA 16201 (724) 548-3405 * Armstrong
CCCS of Western PA, Inc. Colonial Shopping Center 970 S. George St York, PA 17403 888-511-2227 * Franklin, Fulton, Lancaster, York	Acom Housing of Pittsburgh 5907 Penn Avenue Suite 300 Pittsburgh, PA 15206 412-441-7240 * Allegheny	CCCS of Western PA, Inc. 971 Third Street Beaver, PA 15009 888-511-2227 * Beaver
Housing Council of York 35 South Duke Street York, PA 17401 (717) 854-1541 * York	CCCS of Western PA, Inc. River Park Commons 2403 Sidney Street, Suite 400 Pittsburgh, PA 15203 888-511-2227 * Allegheny	Housing Opportunities of Beaver County 650 Corporation St. Suite 207 Beaver, PA 15009 (724) 728-7511 * Beaver, Lawrence
American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 (610) 874-1484 * Chester, Delaware	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665 * Delaware	CCCS of Delaware Valley 790 E. Market St. Suite 170 Marshall Bldg West Chester, PA 19382 (215) 563-5665 * Chester, Delaware
CCCS of Western Pennsylvania 312 Chestnut Street Suite 227 Meadville, PA 16335 888-511-2227 * Lawrence	PHFA 211 North Front Street Harrisburg, PA 17110 800-342-2397 * Cumberland, Dauphin	The Trehab Center of Northeastern PA 232 Sunrise Avenue Suite A1 Honesdale, PA 18431 (570) 253-8941 * Wayne
Bucks County Housing Group 515 West End Boulevard Quakertown, PA 18951 866-866-0280 * Bucks	Bucks County Housing Group, Inc 2324 Second Street Pike Suite 17 Wrightstown, PA 18940 866-866-0280 * Bucks	Bucks County Housing Group 200 West Bridge Street Morrisville, PA 19067 866-866-0280 * Bucks
CCCS of Delaware Valley Catholic Social Services Building 607 West Street Road Warminster, PA 18974 (215) 563-5665 * Bucks	The Trehab Center of Northeastern PA 115 SR 92S Tunkhannock, PA 18657 (570) 836-6840 * Wyoming	American Credit Counseling Institute 21 South Church Street West Chester, PA 19380 1-888-212-6741 * Chester
American Credit Counseling Institute 937 North Hanover Street Pottstown, PA 19460 888-212-6741 * Berks County		

* Indicates Counties Served

- Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia
- Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery
- Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia
- Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia
- American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomery
- American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia
- CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery
- CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia
- Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia
- Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery
- Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia
- Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren
- Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango
- St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango
- Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren
- CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill
- Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill
- Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming
- Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill
- CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York
- Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder
- CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset
- CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana
- Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon
- CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren
- Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry
- Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry
- Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry
- Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset
- The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

May 8, 2007



00007551941
Brenda J Sample
807 Johnson Rd
Grassflat, PA 16839-9628

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brenda J Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. **This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Cheltenham Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

• Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Penn del, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

Housing Assoc. of Delaware Valley
 * 1500 Walnut Street Suite 601
 Philadelphia, PA 19102
 (215) 545-6010
 * Philadelphia

Housing Partnership of Chester County
 41 West Lancaster Ave
 Downingtown, PA 19335
 610-518-1522
 * Chester, Delaware, Montgomery

Northwest Counseling Service
 5001 North Broad Street
 Philadelphia, PA 19141
 (215) 324-7500
 * Bucks, Chester, Delaware, Montgomery
 * Philadelphia

Philadelphia Council for Commun. Action
 100 North 17th Street Suite 600
 Philadelphia, PA 19103
 (215) 567-7803
 * Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
 1 Abington Plaza, Suite 403
 Old York Road and Township Line
 Jenkintown, PA 19046
 800-490-3039
 * Delaware, Montgomer

American Financial Counseling Services, Inc.
 175 Strafford Avenue, Suite One
 Wayne, PA 19087
 800-490-3039
 * Bucks, Chester, Delaware, Montgomery
 * Philadelphia

CCCS of Delaware Valley
 1777 Sentry Parkway West
 Blue Bell, PA 19422
 (215) 563-5665
 * Montgomery

CCCS of Delaware Valley
 1515 Market Street Suite 1325
 Philadelphia, PA 19107
 (215) 563-5665
 * Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
 412 Avenue of the States
 PO Box 541
 Chester, PA 19016
 * Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
 of Delaware County
 2nd and Orange Streets
 Media, PA 19063
 610-891-5101
 * Chester, Delaware, Montgomery

Urban League of Philadelphia
 Tenn Penn Ctr - 1801 Market St. Suite 250
 Philadelphia, PA 19103
 (215) 561-6070
 * Bucks, Delaware, Philadelphia

Booker T. Washington Center
 1720 Holland Street
 Erie, PA 16503
 (814) 453-5744
 * Crawford, Erie, Warren

Greater Erie Commun. Action Committee
 18 West 9TH Street
 Erie, PA 16501
 (814) 459-4581
 * Crawford, Erie, Warren, Venango

St. Martin Center
 1701 Parade Street
 Erie, PA 16503
 (814) 452-6113
 * Crawford, Erie, Warren, Venango

Warren-Forest Counties
 Economic Opportunity Council
 1209 Pennsylvania Ave, West
 P.O. Box 547
 Warren, PA 16365
 (814) 726-2400
 * Forest, Warren

CCCS of Lehigh Valley
 3671 Crescent Court East
 Whitehall, PA 18052
 (610) 821-4011 OR 1-800-220-2733
 * Berks, Bucks, Carbon, Lancaster, Lehigh
 * Northampton, Schuylkill

Budget Counseling Center
 247 North Fifth Street
 Reading, PA 19601
 (610) 375-7866
 * Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
 163 Amber Lane
 Wilkes-Barre, PA 18702
 (570) 826-0510 OR 1-800-822-0359
 * Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
 225 N. Centre Street
 Pottsville, PA 17901
 (570) 622-1995
 * Berks, Carbon, Lebanon, Lehigh, Luzerne
 * Northampton, Schuylkill

CCCS of Western PA
 2000 Linglestown Road
 Harrisburg, PA 17102
 888-511-2227
 * Adams, Cumberland, Dauphin, Franklin
 * Perry, Snyder, York

Community Action Commission
 of Capital Region
 1514 Derry Street
 Harrisburg, PA 17094
 * Snyder

CCCS of Western PA
 219-A College Park Plaza
 Johnstown, PA 15904
 888-511-2227
 * Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
 1 North Gate Square #2 Garden Center Dr
 Greensburg, PA 15601
 888-511-2227
 * Somerset, Westmoreland, Washington
 * Fayette, Greene, Indiana

Center for Community Services
 10241 Lincoln Highway
 Everett, PA 15537
 (814) 623-9129
 * Somerset, Blair, Bedford, Cambria
 * Fulton, Huntingdon

CCCS of Western PA
 4402 Peach Street
 Erie, PA 16509
 1-888-511-2227 ext 108
 * Crawford, Warren

Huntington Co Housing Svcs.
 Weatherization Inc.
 917 Mifflin Street
 Huntingdon, PA 16652
 (814) 643-2343
 * Perry

Loveship, Inc.
 2320 North 5th Street
 Harrisburg, PA 17110
 (717) 232-2207
 * Cumberland, Dauphin, Perry

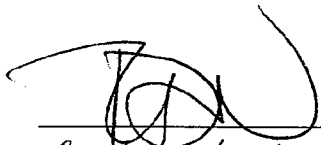
Maranatha
 43 Philadelphia Avenue
 Waynesboro, PA 17268
 (717) 762-3285
 * Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
 Community Action Agency Inc
 137 North Beeson Avenue
 Uniontown, PA 15401
 (724) 437-6050 OR 1-800-427-INFO
 * Fayette, Somerset

The Trehab Center of Northeastern PA
 144 E. East Avenue
 Wellsboro, PA 16901
 (570) 724-5252
 * Susquehanna

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.


Becky North -
Assistant Secretary

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS OF
BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1

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

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

JUN 12 2007

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

ATTORNEY FOR PLAINTIFF

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1
800 STATE HIGHWAY 121 BYPASS
LEWISVILLE, TX 75067-4180
PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 2007-933-CO

COMPLAINT IN
MORTGAGE FORECLOSURE

VS.

BRENDA JO SAMPLE
BRIAN SAMPLE,
A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE
983 COOPER AVENUE
GRASSFLAT, PA 16839
DEFENDANTS

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 defense 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.

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

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

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

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

ATTORNEY FOR PLAINTIFF

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1
800 STATE HIGHWAY 121 BYPASS
LEWISVILLE, TX 75067-4180
PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO.

COMPLAINT IN
MORTGAGE FORECLOSURE

VS.

BRENDA JO SAMPLE
BRIAN SAMPLE,
A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE
983 COOPER AVENUE
GRASSFLAT, PA 16839
DEFENDANTS

CIVIL ACTION MORTGAGE FORECLOSURE

1. EMC Mortgage Corporation, Attorney-in-Fact for LaSalle Bank National Association as Trustee for Certificateholders of Bear Stearns Asset Backed Securities Trust 2003-ABF1, Mortgage Loan Pass Through Certificates, Series 2003-ABF1 (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Upon information and belief, Brenda Jo Sample and Brian Sample, a/k/a Brian K. Sample, a/k/a Brian Keith Sample (hereinafter referred to as "Defendants") are adult individuals residing at 807 Johnsons Road, Grassflat, PA 16839.

3. Plaintiff brings this action to foreclose on the mortgage between the Defendants and itself as Mortgagee by Assignment. The Mortgage, dated May 29, 2003, was recorded on June 12, 2003 in the Office of the Recorder of Deeds in Clearfield County at Instrument Number 200310142. Plaintiff is the Mortgagee by Assignment by virtue of an Assignment of Mortgage recorded on June 5, 2006 in the Office of Recorder of Deeds in Clearfield County at Instrument Number 200609096. Copies of the Mortgage and Assignment of Mortgage are attached and made a part hereof as Exhibits 'A' and 'B', respectively.
4. The Mortgage secures the indebtedness of a Note executed by the Defendants on May 29, 2003 in the original principal amount of \$36,000.00 payable to Plaintiff in monthly installments with an interest rate of 11.99%. A copy of the Note is attached and made a part hereof as Exhibit 'C'.
5. The land subject to the mortgage is 983 Cooper Avenue, Grassflat, PA 16839. A copy of the Legal Description is attached as part of the mortgage as Exhibit 'A' and incorporated herein.
6. Brenda Jo Sample is the Record Owner of the mortgaged property located at 983 Cooper Avenue, Grassflat, PA 16839.
7. The Mortgage is now in default due to the failure of the Defendants to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$35,464.21
Interest to 5/31/07	\$2,074.64
Accumulated Late Charges	\$506.04
Escrow Advance	\$98.74
Accumulated NSF Charges	\$10.00
Recoverable Balance	\$2,291.67
Other Fees Due	\$1,459.76
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
TOTAL	\$43,455.06

plus interest from 6/1/07 at \$11.65 per day, costs of suit and attorney's fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchase at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.
10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on May 8, 2007. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$43,455.06 together with the interest from 6/1/07 at \$11.65 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY: 

Gregory Javardian
Attorney ID No. 55669
Attorney for Plaintiff

EXHIBIT 'A'

Fax sent by : 18147652648

clearfield county co

06/01/07

08:22

Pg: 2/19

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
200310142
RECORDED IN
JUN 12, 2003
12:05:24 PM
Total Fees: \$6
RECORDING FEE - \$11.00
RECORDS
COUNT IMPROVEMENT \$2.00
FIDELITY
RECORDS IMPROVEMENT \$1.00
FIDELITY
JUN 10, 2003 \$10.00
JUL 10, 2003 \$10.00
STATE NOTARY \$10.00
TOTAL \$54.50
CUSTOMER
FAMILY ABSTRACT, INC.

RECORD & RETURN TO:
FAMILY ABSTRACT, INC.
1424 EASTON RD., SUITE 100
HORSHAM, PA 19044

FAPA3457

Prepared By:

Karen Arnold
111 Presidential Blvd., Ste. 114
Bala Cynwyd, PA 19004

Return To:

HomeAmerican Credit Inc DBA Upland
Mtg
111 Presidential Blvd.
Ste. 114
Bala Cynwyd, PA 19004

Parcel Number:
110-CB-599-00013

[Space Above This Line For Recording Date]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 29, 2003 together with all Riders to this document.

(B) "Borrower" is ISIDIAN SAMPLE and BRENDA JO SAMPLE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is HomeAmerican Credit Inc DBA Upland Mtg

Lender is a Corporation

PENNSYLVANIA - Single Family

Form 3039 1/01

UPH(PA) 01/01/01

Page 1 of 10

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YMD MORTGAGE FORMS - 06/01/01

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B-5

SCHEDULE A

Tract 1: BEGINNING at a steel pin corner, said corner is the Southwest corner of the herein described parcel; said corner is a common corner with that of a lot belonging to now or formerly Joseph Askey, said corner is on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being sixteen and five tenths (16.5) feet from the center line thereof; thence along the lot now or formerly of Joseph Askey, North 4° 17' East, ninety-five and eight tenths (95.8) feet to a stake corner, said corner is on the line of a lot of land belonging now or formerly to Reese Swanson; thence along the lot now or formerly of Reese Swanson and across a portion of a ten (10) foot alley, South 89° 15' East, 34.7 feet to a stake corner, said corner being a common corner with that of two parcels of land belonging to the former Kenneth Sinclair; thence along one of the parcels of land belonging to the former Kenneth Sinclair and along the above noted alley, South 4° 17' West, 94 feet to a stake corner, said corner being a common corner with that of the herein noted parcel of land belonging to the former Kenneth Sinclair; said corner also being on the North right-of-way line of the above noted highway; thence along the right-of-way of said highway, South 87° 20' West, 35' to place of beginning.

CONTAINING .03 acres, more or less.

Tract 2: BEGINNING at an iron pipe corner, said corner being a common corner with that of land belonging now or formerly to Michael Humenik, said corner being on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being 16.5 feet from the center line thereof; thence along the North right-of-way line of the above noted highway, South 87° 20' West, 25 feet to a stake corner, said corner being a common corner with that of a lot of land belonging to the former Kenneth Sinclair; thence along the lot of the former Kenneth Sinclair, North 4° 17' East, 91.7 feet to a stake corner, said corner being on the line of another lot of land belonging to the former Kenneth Sinclair; thence along this lot of land of the former Kenneth Sinclair, South 89° 15' East, 28.5 feet to a stake corner, said corner being a common corner with that of land belonging to now or formerly Michael Humenik; thence along the land now or formerly of Michael Humenik, South 3° 56' West, 90.8 feet to the place of beginning.

CONTAINING .06 of an acre, more or less.

BEING the same premises which John M. Humenik and Bernadine Mary Humenik by deed dated May 9, 1967 and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 531, Pg. 319 granted and conveyed unto Kenneth Sinclair and Pauline M. Sinclair; Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 3: BEGINNING at a boardwalk being the northeast corner; thence Northwest ninety-four (94) feet along public road leading from Peale to Kyrtown; thence Northeast along public road leading from Peale to Pleasant Hill mines, one hundred (100) feet to corner of lot now or formerly of L.F. Flood; thence

Southeast along lot now or formerly of L.F. Flood, ninety-four (94) feet to lands now or formerly of Edgar Sheffer; thence Southwest along lands now or formerly of Edgar Sheffer, one hundred (100) feet to the place of beginning.

BEING the same premises which L.R. Lundberg, Executor of the Estate of O. Adolph Lundberg, Deceased, by deed dated July 15, 1974, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 686, Pg. 928 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair; Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 4:

BEGINNING at a corner post on an alley leading along land now or formerly of Max Steinberg to land owned now or formerly by Ed Johnson or S. Flood thence leading along land West to land owned now or formerly by Harry Hudson and wife; thence leading South along land owned now or formerly by Max Steinberg to Township Road; thence East thirty-five (35) feet to place of beginning.

organized and existing under the laws of PA

Lender's address is 111 Presidential Blvd., Ste. 114, Bala Cynwyd, PA 19004

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 29, 2003

The Note states that Borrower owes Lender Thirty Six Thousand And Zero/100

(U.S. \$ 36,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 05, 2023

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider
☒ Balloon Rider
☐ VA Rider

☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Biweekly Payment Rider

☐ Second Home Rider
☐ 1-4 Family Rider
☒ Other(s) [specify]

Rider A Legal Description

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.


B-S

(D) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(F) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the COUNTY _____ [Type of Recording Jurisdiction]

of CLEARFIELD

TAX PARCEL: 110-t8-599-00013 _____ [Name of Recording Jurisdiction]

COOPER TOWNSHIP

which currently has the address of 983 COOPER AVENUE

GRASSFLAT

("Property Address");

[City], Pennsylvania 16839-9616

[State]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."



B.S

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) amounts due Lender under Section 3 of this Security Instrument; (b) interest due under the Note; (c) any fees, charges, or any amounts other than principal due under the Note; (d) any other amounts due under this Security Instrument; and (e) to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

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paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

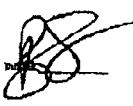


If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee:

--- In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.


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6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.



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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.


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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with

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a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or



agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

B.S

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Theresa M. Bolin Brian Sample (Seal)
BRIAN SAMPLE - Borrower

as to by Brenda Jo Sample (Seal)
BRENDA JO SAMPLE - Borrower

____ (Seal) ____ (Seal)
- Borrower - Borrower

____ (Seal) ____ (Seal)
- Borrower - Borrower

____ (Seal) ____ (Seal)
- Borrower - Borrower

Certificate of Residence

I, THERESA M. BOLTON, do hereby certify that
the correct address of the within-named Mortgagee is 111 Presidential Blvd., Ste. 114,
Bala Cynwyd, PA 19004
Witness my hand this 29th day of May, 2003

Theresa M. Bolton
Agent of Mortgagee

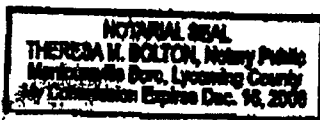
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

County ss:

On this, the 29th day of May, 2003, before me, the
undersigned officer, personally appeared BRIAN SAMPLE and BRENDA JO SAMPLE

satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:



Theresa M. Bolton
Notary Public
Title of Officer:



B-S

BALLOON PAYMENT RIDER TO MORTGAGE/SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made this 29th day of May, 2003 and amends a Mortgage/Security Instrument in the amount of \$6,000.00 ("Borrowers") to Home American Credit Inc DBA Upland Mtg

day of May, 2003 and made by the person(s) who signed below

and is dated the same as a Note for which this Mortgage/Security Instrument secures collateral. ("Lender")

In addition to the agreements and provisions made in the Note and Mortgage/Security Instrument, both Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON June 05, 2023 (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE. THIS IS CALLED A "BALLOON PAYMENT." THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

At least ninety days (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the balloon payment which will be due on the Maturity Date (assuming all the scheduled payments due between the date of the notice and the Maturity Date are made on Time).

Therian M. Bolton
Witness

Brian Sample
BRIAN SAMPLE Borrower

Do to both
Witness

Brenda Jo Sample
BRENDA JO SAMPLE Borrower

Borrower

Borrower

Borrower

Borrower

EXHIBIT 'B'

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

GREGORY ESQ JAVARDIAN

Instrument Number - 200609096

Recorded On 6/5/2006 At 1:45:00 PM

* Instrument Type - ASSIGNMENT

* Total Pages - 6

Invoice Number - 149632

* Assignor - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

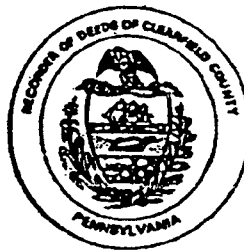
* Assignee - LASALLE BANK

* Customer - JAVARDIAN, GREGORY ESQ

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$30.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Prepared By:
Hanover Capital Partners, Ltd.
PO Box 3980
Edison, NJ 08818-3980

Recording Requested by and Return to:
EMC MORTGAGE CORPORATION
2780 Lake Vista Drive
Lewisville, TX 75067
ATTN: COLLATERAL MANAGEMENT DEPT.

This document prepared by:
HANOVER CAPITAL PARTNERS Ltd.
UPI: 110 to 8-599-15, 110 to 8-599-14, 110 to 8-599-13
MIN: 100022100029073509

MERS PHONE: 1-888-679-6377

Tracking #1: 0002907350

Tracking #2: ABF1

PA

ASSIGNMENT OF MORTGAGE

Know that **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**, with a business address of 3300 SW 34th Avenue, Suite 101, Osceola, FL 34474, "Assignor", for value received and other good and valuable consideration paid by **LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES TRUST 2003-ABF1, MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2003-ABF1**, whose address is 2571 Busse Road, Suite 200, Elk Grove Village, IL 60007, "Assignee", the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby grant, bargain, sell, assign, transfer and convey unto the Assignee the following described **MORTGAGE**, duly recorded in the office of real property records in the **County of CLEARFIELD, State of PENNSYLVANIA**, together with the indebtedness or obligation described in said instrument, and the monies due and to grow due thereon with the interest, as follows:

SEE EXHIBIT "A"

To have and to hold the same unto the Assignee, and to the successors, legal representatives and assigns of the Assignee forever.

This Assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand this 25th day of May, 2006, but effective this 24th day of May, 2006.

In Presence of:

Witness 1: Nicole Beels

**MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. ("MERS")**

By:

Janan Weeks
Its: Vice President

The undersigned hereby certifies that the precise Address of Assignee is:

**LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR
STEARNS ASSET BACKED SECURITIES TRUST 2003-ABF1, MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1**

2571 Busse Road, Suite 200

Elk Grove Village, IL 60007

By: _____

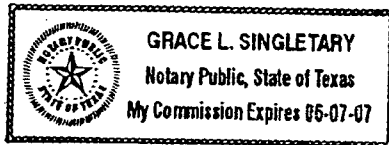
State of TEXAS)

County of DENTON)

ss.

The undersigned, a notary public in and for above-said County and State, does hereby acknowledge that **Janan Weeks**, Vice President for **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")** personally appeared before me this day, and being by me duly sworn, says that s/he, being informed of the contents, voluntarily executed the foregoing and annexed instrument for and on behalf of such entity.

WITNESS my hand and official seal, this 25th day of May, 2006.



Notary Public: Grace L. Singletary

My Commission Expires: 06/07/07

This document was prepared by Marileen D. Bradley, Hanover Capital Partners Ltd.
Post Office BOX 3980, Edison, NJ 08818-3980 - Phone: (732) 393-3033 Fax: (732) 572-5959

Tracking #1: 0002907350

Tracking #2: ABF1

PA

STATE: PA

COUNTY: CLEARFIELD

EXHIBIT "A"

Tracking #1: 0002907350

Tracking #2: ABF1

MORTGAGOR/TRUSTOR: BRIAN SAMPLE AND BRENDA JO SAMPLE

MORTGAGEE/BENEFICIARY: HOMEAMERICAN CREDIT INC DBA UPLAND MTG

DATE OF MORTGAGE/DEED OF TRUST: 05/29/03

AMOUNT: \$36,000.00

RECORDED:

DATE
6/12/03

VOLUME/BOOK

PAGE/FOLIO

INSTRUMENT #
200310142

PROPERTY ADDRESS: 983 COOPER AVENUE, GRASSFLAT, PA 16839

Township of COOPER

Assignment of Mortgage to Mortgage Electronic Registrations Systems recorded
3/1/2004, instrument #200403004.

Tract 1:

BEGINNING at a steel pin corner, said corner is the Southwest corner of the herein described parcel, said corner is a common corner with that of a lot belonging to now or formerly Joseph Askey, said corner is on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being sixteen and five tenths (16.5) feet from the center line thereof; thence along the lot now or formerly of Joseph Askey, North 4° 17' East, ninety-five and eight tenths (95.8) feet to a stake corner, said corner is on the line of a lot of land belonging now or formerly to Reese Swanson; thence along the lot now or formerly of Reese Swanson and across a portion of a ten (10) foot alley, South 89° 15' East, 34.7 feet to a stake corner, said corner being a common corner with that of two parcels of land belonging to the former Kenneth Sinclair; thence along one of the parcels of land belonging to the former Kenneth Sinclair and along the above noted alley, South 4° 17' West, 94 feet to a stake corner, said corner being a common corner with that of the herein noted parcel of land belonging to the former Kenneth Sinclair, said corner also being on the North right-of-way line of the above noted highway; thence along the right-of-way of said highway, South 87° 20' West, 35' to place of beginning.

CONTAINING .08 acres, more or less.

Tract 2:

BEGINNING at an iron pipe corner, said corner being a common corner with that of land belonging now or formerly to Michael Humenik, said corner being on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being 16.5 feet from the center line thereof; thence along the North right-of-way line of the above noted highway, South 87° 20' West, 25 feet to a stake corner, said corner being a common corner with that of a lot of land belonging to the former Kenneth Sinclair; thence along the lot of the former Kenneth Sinclair, North 4° 17' East, 91.7 feet to a stake corner, said corner being on the line of another lot of land belonging to the former Kenneth Sinclair; thence along this lot of land of the former Kenneth Sinclair, South 89° 15' East, 28.5 feet to a stake corner, said corner being a common corner with that of land belonging to now or formerly Michael Humenik; thence along the land now or formerly of Michael Humenik, South 5° 56' West, 90.8 feet to the place of beginning.

CONTAINING .06 of an acre, more or less.

BEING the same premises which John M. Humenik and Bernadine Mary Humenik by deed dated May 9, 1967 and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 531, Pg. 319 granted and conveyed unto Kenneth Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 3:

BEGINNING at a boardwalk being the northeast corner; thence Northwest ninety-four (94) feet along public road leading from Peale to Kylertown; thence Northeast along public road leading from Peale to Pleasant Hill mines, one hundred (100) feet to corner of lot now or formerly of L.F. Flood; thence

Southeast along lot now or formerly of L.F. Flood, ninety-four (94) feet to lands now or formerly of Edgar Sheffer; thence Southwest along lands now or formerly of Edgar Sheffer, one hundred (100) feet to the place of beginning.

BEING the same premises which L.R. Lundberg, Executor of the Estate of G. Adolph Lundberg, Deceased, by deed dated July 15, 1974, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 686, Pg. 022 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 4:

BEGINNING at a corner post on an alley leading along land now or formerly of Max Steinberg to land owned now or formerly by Ed Johnson or S. Flood thence leading along land West to land owned now or formerly by Harry Hudson and wife; thence leading South along land owned now or formerly by Max Steinberg to Township Road; Thence East thirty-five (35) feet to place of beginning.

BEING the same premises which Sarve Stercovitz a/k/a Steve Stercovic by deed dated May 7, 1965, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 514, Pg. 484 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

UNDER AND SUBJECT, NEVERTHELESS, to certain easements, covenants and restrictions of record.

AND the said Grantors, for themselves and their heirs, executors and administrators, do hereby covenant, promise and agree to and with the said Grantee, their heirs and assigns, that they, the said Grantors, have not heretofore done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is or, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

REGISTER AND RECORDER
CLEARFIELD COUNTY, PA

INVOICE # 149632
0201-RECEIPT CRC

CHARGES --

#001 ASS. FEE \$30.50

Instrument Number - 200609096
Recorded on - Jun 05, 2006 1:45:00 PM
Total Pages: 6
Muni - COOPER TOWNSHIP
Assignor - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
INC.

Assignee - LASALLE BANK
Consideration - \$36,000.00
Fee Detail:

COUNTY RECORDING FEE	\$13.00
IMPROVEMENT FEE - COUNTY	\$2.00
IMPROVEMENT FEE - RECORDER	\$3.00
JCS/ACCESS TO JUSTICE FEE	\$10.00
PER PAGE FEE	\$2.00
STATE WRIT FEE	\$0.50

TOTAL CHARGES \$30.50

-- PAYMENTS --

CHECK: 32425 \$30.50

TOTAL PAYMENTS \$30.50

AMOUNT DUE	\$30.50
PAYMENT ON INVOICE	(\$30.50)
BALANCE DUE	\$0.00

Customer:
JAVARDIAN, GREGORY ESQ

THANK YOU
KAREN L. STARCK
REGISTER & RECORDER
COUNTY # 17
06/05/2006 1:44:11 PM

EXHIBIT 'C'

BALLOON NOTE
(Fixed Rate)

LOAN ID# 1301360982

Borrower(s): BRENDA JO SAMPLE and BRIAN SAMPLE

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

May 29, 2003

GRASSFLAT

Pennsylvania

[Date]

[City]

[State]

983 COOPER AVENUE, GRASSFLAT, PENNSYLVANIA 16839-9616

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 36,000.00 (this amount is called "principal"). plus interest, to the order of the Lender. The Lender is HomeAmerican Credit Inc DBA Upland Mtg

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 5th day of each month beginning on July 05, 2003

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date. If, on 06/05/2023, I still owe amounts under this Note, I will pay those amounts, in full, on that date.

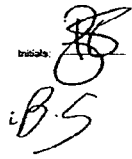
1301360982

PENNSYLVANIA FIXED RATE NOTE - Single Family - With Prepayment Penalty

Page 1 of 4

U105NPA (v100)

VMP MORTGAGE FORMS - (800)521-7291

Initials: 

1301360982

(B) Amount of Monthly Payments

4. BORROWER'S RIGHT TO PREPAY

The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amount of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

5. LOAN CHARGES

6. BORROWER'S FAILURE TO PAY AS REQUIRED

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **10.000 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

U105NPA (0106)

1301360982

Initials: 
 PS

LOAN ID#

1301360982

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. APPLICABLE LAW

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

1301360982

[Sign Original Only]

—(Seal)
-Borrower

—(Seal)
-Borrower

—(Seal)
-Borrower

—(Seal)
-Borrower

—(Seal)
-Borrower

—(Seal)
-Borrower

—(Seal)
-Borrower

—(Seal)
-Borrower

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

under this Note.

impose in connection with (1) my failure to comply with the terms and conditions of this Note and (2) the release or satisfaction of any mortgage, financing statement or other security instrument.

B. Administrative Charges

Holder unpaid, I agree to pay the Note Holder a charge for not sufficient funds (NSF charge) in the maximum amount permitted by applicable law.

A. NSF Charge

12. OTHER CHARGES

#01 NVO-1

1301360982

EXHIBIT 'D'

EMC
Mortgage
Corporation

May 8, 2007



Brian Sample
983 Cooper Ave
Grassflat, PA 16839

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brian Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Chelten Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Pennel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM
2147 North Sixth Street
Philadelphia, PA 19122
(215) 235-6788
* Chester, Delaware, Philadelphia

Carroll Park Community Council, Inc.
5218 Master Street
Philadelphia, PA 19131
* Chester, Delaware, Philadelphia

CCCS of Delaware Valley
One Cherry Hill Suite 215
Cherry Hill, PA 08002
(215) 563-5665 * Philadelphia

Urban League Of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield St.
Pittsburgh, PA 15222
(412) 227-4802 * Allegheny

CCCS of Western PA, Inc.
Colonial Shopping Center
970 S. George St
York, PA 17403
888-511-227
* Franklin, Fulton, Lancaster, York

Housing Council of York
35 South Duke Street
York, PA 17401
(717) 854-1541 * York

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484
* Chester, Delaware

CCCS of Western Pennsylvania
312 Chestnut Street Suite 227
Meadville, PA 16335
888-511-2227
* Lawrence

Bucks County Housing Group
515 West End Boulevard
Quakertown, PA 18951
866-866-0280
* Bucks

CCCS of Delaware Valley
Catholic Social Services Building
607 West Street Road
Warminster, PA 18974
(215) 563-5665
* Bucks

American Credit Counseling Institute
937 North Hanover Street
Pottstown, PA 19460
888-212-6741 * Berks County

CCCS of Delaware Valley
Catholic Social Services Building
7340 Jackson Street
Philadelphia, PA 19136
(215) 563-5665
* Bucks, Philadelphia

Comm. Devel. Corp of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
* Philadelphia

Diversified Community Service
Dixon House
1920 South 20th Street
Philadelphia, PA 19145
215-336-3511
* Bucks, Chester, Delaware, Philadelphia

Adams County Interfaith Housing Authority
40 E. High St
Gettysburg, PA 17325
(717) 334-1518
* Adams, Cumberland, Franklin, York

Acom Housing of Pittsburg
5907 Penn Avenue Suite 300
Pittsburgh, PA 15206
412-441-7240
* Allegheny

CCCS of Western PA, Inc.
River Park Commons
2403 Sidney Street, Suite 400
Pittsburgh, PA 15203
888-511-2227
* Allegheny

CCCS of Delaware Valley
280 North Providence Road
Media, PA 19063
(215) 563-5665
* Delaware

PHFA
211 North Front Street
Harrisburg, PA 17110
800-342-2397
* Cumberland, Dauphin

Bucks County Housing Group, Inc
2324 Second Street Pike Suite 17
Wrightstown, PA 18940
866-866-0280
* Bucks

The Trehab Center of Northeastern PA
115 SR 92S
Tunkhannock, PA 18657
(570) 836-6840
* Wyoming

Lycom-Clinton Co Comm for Comm Action
2138 Lincoln Street PO Box 3568
Williamsport, PA 17703
(570) 326-0587
* Centre, Clinton, Lycoming, Union

Center for Family Services, Inc.
213 Center Street
Meadville, PA 16335
(814) 337-8450
* Crawford, Venango

American Red Cross-Hanover Chapter
529 Carlisle Street
Hanover, PA 17331
(717) 637-3768
* Adams, Franklin, York

Armstrong Co Community Action Agency
124 Armsdale Road Suite 211
Kittanning, PA 16201
(724) 548-3405
* Armstrong

CCCS of Western PA, Inc.
971 Third Street
Beaver, PA 15009
888-511-2227
* Beaver

Housing Opportunities of Beaver County
650 Corporation St. Suite 207
Beaver, PA 15009
(724) 728-7511
* Beaver, Lawrence

CCCS of Delaware Valley
790 E. Market St. Suite 170 Marshall Bldg
West Chester, PA 19382
(215) 563-5665
* Chester, Delaware

The Trehab Center of Northeastern PA
232 Sunrise Avenue Suite A1
Honesdale, PA 18431
(570) 253-8941
* Wayne

Bucks County Housing Group
200 West Bridge Street
Morrisville, PA 19067
866-866-0280
* Bucks

American Credit Counseling Institute
21 South Church Street
West Chester, PA 19380
1-888-212-6741
* Chester

* Indicates Counties Served

Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia

Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomer

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery

CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery

Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia

Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren

Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango

Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York

Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana

Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren

Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry

Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

EMC
Mortgage
Corporation

May 8, 2007



Brenda J Sample
983 Cooper Ave
Grassflat, PA 16839

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brenda J Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCCM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Perndel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM
2147 North Sixth Street
Philadelphia, PA 19122
(215) 235-6788
* Chester, Delaware, Philadelphia

Carroll Park Community Council, Inc.
5218 Master Street
Philadelphia, PA 19131
* Chester, Delaware, Philadelphia

CCCS of Delaware Valley
One Cherry Hill Suite 215
Cherry Hill, PA 08002
(215) 563-5665 * Philadelphia

Urban League Of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield St.
Pittsburgh, PA 15222
(412) 227-4802 * Allegheny

CCCS of Western PA, Inc.
Colonial Shopping Center
970 S. George St
York, PA 17403
888-511-227
* Franklin, Fulton, Lancaster, York

Housing Council of York
35 South Duke Street
York, PA 17401
(717) 854-1541 * York

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484
* Chester, Delaware

CCCS of Western Pennsylvania
312 Chestnut Street Suite 227
Meadville, PA 16335
888-511-2227
* Lawrence

Bucks County Housing Group
515 West End Boulevard
Quakertown, PA 18951
866-866-0280
* Bucks

CCCS of Delaware Valley
Catholic Social Services Building
607 West Street Road
Warminster, PA 18974
(215) 563-5665
* Bucks

American Credit Counseling Institute
937 North Hanover Street
Pottstown, PA 19460
888-212-6741 * Berks County

CCCS of Delaware Valley
Catholic Social Services Building
7340 Jackson Street
Philadelphia, PA 19136
(215) 563-5665
* Bucks, Philadelphia

Comm. Devel. Corp of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
* Philadelphia

Diversified Community Service
Dixon House
1920 South 20th Street
Philadelphia, PA 19145
215-336-3511
* Bucks, Chester, Delaware, Philadelphia

Adams County Interfaith Housing Authority
40 E. High St
Gettysburg, PA 17325
(717) 334-1518
* Adams, Cumberland, Franklin, York

Acom Housing of Pittsburg
5907 Penn Avenue Suite 300
Pittsburgh, PA 15206
412-441-7240
* Allegheny

CCCS of Western PA, Inc.
River Park Commons
2403 Sidney Street, Suite 400
Pittsburgh, PA 15203
888-511-2227
* Allegheny

CCCS of Delaware Valley
280 North Providence Road
Media, PA 19063
(215) 563-5665
* Delaware

PHFA
211 North Front Street
Harrisburg, PA 17110
800-342-2397
* Cumberland, Dauphin

Bucks County Housing Group, Inc
2324 Second Street Pike Suite 17
Wrightstown, PA 18940
866-866-0280
* Bucks

The Trehab Center of Northeastern PA
115 SR 92S
Tunkhannock, PA 18657
(570) 836-6840
* Wyoming

Lycom-Clinton Co Comm to Comm Action
2138 Lincoln Street PO Box 3568
Williamsport, PA 17703
(570) 326-0587
* Centre, Clinton, Lycoming, Union

Center for Family Services, Inc.
213 Center Street
Meadville, PA 16335
(814) 337-8450
* Crawford, Venango

American Red Cross-Hanover Chapter
529 Carlisle Street
Hanover, PA 17331
(717) 637-3768
* Adams, Franklin, York

Armstrong Co Community Action Agency
124 Armsdale Road Suite 211
Kittanning, PA 16201
(724) 548-3405
* Armstrong

CCCS of Western PA, Inc.
971 Third Street
Beaver, PA 15009
888-511-2227
* Beaver

Housing Opportunities of Beaver County
650 Corporation St. Suite 237
Beaver, PA 15009
(724) 728-7511
* Beaver, Lawrence

CCCS of Delaware Valley
790 E. Market St. Suite 170 Marshall Bldg
West Chester, PA 19382
(215) 563-5665
* Chester, Delaware

The Trehab Center of Northeastern PA
232 Sunrise Avenue Suite A1
Honesdale, PA 18431
(570) 253-8941
* Wayne

Bucks County Housing Group
200 West Bridge Street
Morrisville, PA 19067
866-866-0280
* Bucks

American Credit Counseling Institute
21 South Church Street
West Chester, PA 19380
1-888-212-6741
* Chester

* Indicates Counties Served

Housing Assoc. of Delaware Valley 1500 Walnut Street Suite 601 Philadelphia, PA 19102 (215) 545-6010 * Philadelphia	Urban League of Philadelphia Tenn Penn Ctr - 1801 Market St. Suite 250 Philadelphia, PA 19103 (215) 561-6070 * Bucks, Delaware, Philadelphia	Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17094 * Snyder
Housing Partnership of Chester County 41 West Lancaster Ave Downingtown, PA 19335 610-518-1522 * Chester, Delaware, Montgomery	Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 * Crawford, Erie, Warren	CCCS of Western PA 219-A College Park Plaza Johnstown, PA 15904 888-511-2227 * Cambria, Clearfield, Indiana, Somerset
Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 * Bucks, Chester, Delaware, Montgomery * Philadelphia	Greater Erie Commun. Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 * Crawford, Erie, Warren, Venango	CCCS of Western PA, Inc. 1 North Gate Square #2 Garden Center Dr Greensburg, PA 15601 888-511-2227 * Somerset, Westmoreland, Washington * Fayette, Greene, Indiana
Philadelphia Council for Commun. Action 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 * Chester, Delaware, Montgomery, Philadelphia	St. Martin Center 1701 Parade Street Erie, PA 16503 (814) 452-6113 * Crawford, Erie, Warren, Venango	Center for Community Services 10241 Lincoln Highway Evolett, PA 15537 (814) 623-9129 * Somerset, Blair, Bedford, Cambria * Fulton, Huntingdon
American Financial Counseling Services 1 Abington Plaza, Suite 403 Old York Road and Township Line Jenkintown, PA 19046 800-490-3039 * Delaware, Montgomer	Warren-Forest Counties Economic Opportunity Council 1209 Pennsylvania Ave, West P.O. Box 547 Warren, PA 16365 (814) 726-2400 * Forest, Warren	CCCS of Western PA 4402 Peach Street Erie, PA 16509 1-888-511-2227 ext 108 * Crawford, Warren
American Financial Counseling Services, Inc. 175 Strafford Avenue, Suite One Wayne, PA 19087 800-490-3039 * Bucks, Chester, Delaware, Montgomery * Philadelphia	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 1-800-220-2733 * Berks, Bucks, Carbon, Lancaster, Lehigh * Northampton, Schuylkill	Huntington Co Housing Svcs. Weatherization Inc. 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343 * Perry
CCCS of Delaware Valley 1777 Sentry Parkway West Blue Bell, PA 19422 (215) 563-5665 * Montgomery	Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 * Berks, Chester, Schuylkill	Loveship, Inc. 2320 North 5th Street Harrisburg, PA 17110 (717) 232-2207 * Cumberland, Dauphin, Perry
CCCS of Delaware Valley 1515 Market Street Suite 1325 Philadelphia, PA 19107 (215) 563-5665 * Bucks, Delaware, Montgomery, Philadelphia	Comm. on Econ Opportunity of Luzerne 163 Amber Lane Wilkes-Barre, PA 18702 (570) 826-0510 OR 1-800-822-0359 * Carbon, Luzerne, Schuylkill, Wyoming	Maranatha 43 Philadelphia Avenue Waynesboro, PA 17268 (717) 762-3285 * Adams, Cumberland, Franklin, Fulton, Perry
Chester Community Improvement Project 412 Avenue of the States PO Box 541 Chester, PA 19016 * Chester, Delaware, Montgomery, Philadelphia	Schuylkill Community Action 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 * Berks, Carbon, Lebanon, Lehigh, Luzerne * Northampton, Schuylkill	Fayette Co. Community Action Agency Inc 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO * Fayette, Somerset
Community Action Agency of Delaware County 2nd and Orange Streets Media, PA 19063 610-891-5101 * Chester, Delaware, Montgomery	CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 888-511-2227 * Adams, Cumberland, Dauphin, Franklin * Perry, Snyder, York	The Trehab Center of Northeastern PA 144 E. East Avenue Wellsboro, PA 16901 (570) 724-5252 * Susquehanna

May 8, 2007



Brian Sample
807 Johnson Rd
Grassflat, PA 16839-9628

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brian Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc.
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Penn del, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Stratford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM 2147 North Sixth Street Philadelphia, PA 19122 (215) 235-6788 * Chester, Delaware, Philadelphia Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 * Chester, Delaware, Philadelphia CCCS of Delaware Valley One Cherry Hill Suite 215 Cherry Hill, PA 08002 (215) 563-5665 * Philadelphia Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh, PA 15222 (412) 227-4802 * Allegheny CCCS of Western PA, Inc. Colonial Shopping Center 970 S. George St York, PA 17403 888-511-227 * Franklin, Fulton, Lancaster, York Housing Council of York 35 South Duke Street York, PA 17401 (717) 854-1541 * York American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 (610) 874-1484 * Chester, Delaware CCCS of Western Pennsylvania 312 Chestnut Street Suite 227 Meadville, PA 16335 888-511-2227 * Lawrence Bucks County Housing Group 515 West End Boulevard Quakertown, PA 18951 866-866-0280 * Bucks CCCS of Delaware Valley Catholic Social Services Building 607 West Street Road Warminster, PA 18974 (215) 563-5665 * Bucks American Credit Counseling Institute 937 North Hanover Street Pottstown, PA 19460 888-212-6741 * Berks County	CCCS of Delaware Valley Catholic Social Services Building 7340 Jackson Street Philadelphia, PA 19136 (215) 563-5665 * Bucks, Philadelphia Comm. Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 * Philadelphia Diversified Community Service Dixon House 1920 South 20th Street Philadelphia, PA 19145 215-336-3511 * Bucks, Chester, Delaware, Philadelphia Adams County Interfaith Housing Authority 40 E. High St Gettysburg, PA 17325 (717) 334-1518 * Adams, Cumberland, Franklin, York Acom Housing of Pittsburg 5907 Penn Avenue Suite 300 Pittsburgh, PA 15206 412-441-7240 * Allegheny CCCS of Western PA, Inc. River Park Commons 2403 Sldney Street, Suite 400 Pittsburgh, PA 15203 888-511-2227 * Allegheny CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665 * Delaware PHFA 211 North Front Street Harrisburg, PA 17110 800-342-2397 * Cumberland, Dauphin Bucks County Housing Group, Inc 2324 Second Street Pike Suite 17 Wrightstown, PA 18940 866-866-0280 * Bucks The Trehab Center of Northeastern PA 115 SR 92S Tunkhannock, PA 18657 (570) 836-6840 * Wyoming	Lycom-Clntn Co Comm fo Comm Action 2138 Lincoln Street PO Box 3568 Williamsport, PA 17703 (570) 326-0587 * Centre, Clinton, Lycoming, Union Center for Family Services, Inc. 213 Center Street Meadville, PA 16335 (814) 337-8450 * Crawford, Venango American Red Cross-Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 * Adams, Franklin, York Armstrong Co Community Action Agency 124 Armsdale Road Suite 211 Kittanning, PA 16201 (724) 548-3405 * Armstrong CCCS of Western PA, Inc. 971 Third Street Beaver, PA 15009 888-511-2227 * Beaver Housing Opportunities of Beaver County 650 Corporation St. Suite 207 Beaver, PA 15009 (724) 728-7511 * Beaver, Lawrence CCCS of Delaware Valley 790 E. Market St. Suite 170 Marshall Bldg West Chester, PA 19382 (215) 563-5665 * Chester, Delaware The Trehab Center of Northeastern PA 232 Sunrise Avenue Suite A1 Honesdale, PA 18431 (570) 253-8941 * Wayne Bucks County Housing Group 200 West Bridge Street Morrisville, PA 19067 866-866-0280 * Bucks American Credit Counseling Institute 21 South Church Street West Chester, PA 19380 1-888-212-6741 * Chester

* Indicates Counties Served

Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia

Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomer

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery

CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery

Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia

Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren

Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango

Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York

Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana

Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren

Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry

Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

May 8, 2007



Brenda J Sample
807 Johnson Rd
Grassflat, PA 16839-9628

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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.

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HOMEOWNER'S NAME:	Brenda J Sample
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LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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If your default has been caused by circumstances beyond your control, 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 the 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 counseling agencies listed at the end of this Notice. **This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.

Sincerely,
EMC Mortgage Corporation

Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

• Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Penn del, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

Housing Assoc. of Delaware Valley
 • 1500 Walnut Street Suite 601
 Philadelphia, PA 19102
 (215) 545-6010
 * Philadelphia

Housing Partnership of Chester County
 41 West Lancaster Ave
 Downingtown, PA 19335
 610-518-1522
 * Chester, Delaware, Montgomery

Northwest Counseling Service
 5001 North Broad Street
 Philadelphia, PA 19141
 (215) 324-7500
 * Bucks, Chester, Delaware, Montgomery
 * Philadelphia

Philadelphia Council for Commun. Action
 100 North 17th Street Suite 600
 Philadelphia, PA 19103
 (215) 567-7803
 * Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
 1 Abington Plaza, Suite 403
 Old York Road and Township Line
 Jenkintown, PA 19046
 800-490-3039
 * Delaware, Montgomer

American Financial Counseling Services, Inc.
 175 Strafford Avenue, Suite One
 Wayne, PA 19087
 800-490-3039
 * Bucks, Chester, Delaware, Montgomery
 * Philadelphia

CCCS of Delaware Valley
 1777 Sentry Parkway West
 Blue Bell, PA 19422
 (215) 563-5665
 * Montgomery

CCCS of Delaware Valley
 1515 Market Street Suite 1325
 Philadelphia, PA 19107
 (215) 563-5665
 * Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
 412 Avenue of the States
 PO Box 541
 Chester, PA 19016
 * Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
 of Delaware County
 2nd and Orange Streets
 Media, PA 19063
 610-891-5101
 * Chester, Delaware, Montgomery

Urban League of Philadelphia
 Tenn Penn Ctr - 1801 Market St. Suite 250
 Philadelphia, PA 19103
 (215) 561-6070
 * Bucks, Delaware, Philadelphia

Booker T. Washington Center
 1720 Holland Street
 Erie, PA 16503
 (814) 453-5744
 * Crawford, Erie, Warren

Greater Erie Commun. Action Committee
 18 West 9TH Street
 Erie, PA 16501
 (814) 459-4581
 * Crawford, Erie, Warren, Venango

St. Martin Center
 1701 Parade Street
 Erie, PA 16503
 (814) 452-6113
 * Crawford, Erie, Warren, Venango

Warren-Forest Counties
 Economic Opportunity Council
 1209 Pennsylvania Ave, West
 P.O. Box 547
 Warren, PA 16365
 (814) 726-2400
 * Forest, Warren

CCCS of Lehigh Valley
 3671 Crescent Court East
 Whitehall, PA 18052
 (610) 821-4011 OR 1-800-220-2733
 * Berks, Bucks, Carbon, Lancaster, Lehigh
 * Northampton, Schuylkill

Budget Counseling Center
 247 North Fifth Street
 Reading, PA 19601
 (610) 375-7866
 * Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
 163 Amber Lane
 Wilkes-Barre, PA 18702
 (570) 826-0510 OR 1-800-822-0359
 * Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
 225 N. Centre Street
 Pottsville, PA 17901
 (570) 622-1995
 * Berks, Carbon, Lebanon, Lehigh, Luzerne
 * Northampton, Schuylkill

CCCS of Western PA
 2000 Linglestown Road
 Harrisburg, PA 17102
 888-511-2227
 * Adams, Cumberland, Dauphin, Franklin
 * Perry, Snyder, York

Community Action Commission
 of Capital Region
 1514 Derry Street
 Harrisburg, PA 17094
 * Snyder

CCCS of Western PA
 219-A College Park Plaza
 Johnstown, PA 15904
 888-511-2227
 * Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
 1 North Gate Square #2 Garden Center Dr
 Greensburg, PA 15601
 888-511-2227
 * Somerset, Westmoreland, Washington
 * Fayette, Greene, Indiana

Center for Community Services
 10241 Lincoln Highway
 Everett, PA 15537
 (814) 623-9129
 * Somerset, Blair, Bedford, Cambria
 * Fulton, Huntingdon

CCCS of Western PA
 4402 Peach Street
 Erie, PA 16509
 1-888-511-2227 ext 108
 * Crawford, Warren

Huntington Co Housing Svcs.
 Weatherization Inc.
 917 Mifflin Street
 Huntingdon, PA 16652
 (814) 643-2343
 * Perry

Loveship, Inc.
 2320 North 5th Street
 Harrisburg, PA 17110
 (717) 232-2207
 * Cumberland, Dauphin, Perry

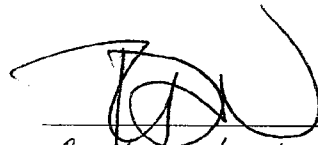
Maranatha
 43 Philadelphia Avenue
 Waynesboro, PA 17268
 (717) 762-3285
 * Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
 Community Action Agency Inc
 137 North Beeson Avenue
 Uniontown, PA 15401
 (724) 437-6050 OR 1-800-427-INFO
 * Fayette, Somerset

The Trehab Center of Northeastern PA
 144 E. East Avenue
 Wellsboro, PA 16901
 (570) 724-5252
 * Susquehanna

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.


Becky North -
Assistant Secretary

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS OF
BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1

JUN 12 2007

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

ATTORNEY FOR PLAINTIFF

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1
800 STATE HIGHWAY 121 BYPASS
LEWISVILLE, TX 75067-4180
PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 2007-933-CD

COMPLAINT IN
MORTGAGE FORECLOSURE

VS.

BRENDA JO SAMPLE
BRIAN SAMPLE,
A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE
983 COOPER AVENUE
GRASSFLAT, PA 16839
DEFENDANTS

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 defense 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.

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

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

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

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

ATTORNEY FOR PLAINTIFF

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1
800 STATE HIGHWAY 121 BYPASS
LEWISVILLE, TX 75067-4180
PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO.

COMPLAINT IN
MORTGAGE FORECLOSURE

VS.

BRENDA JO SAMPLE
BRIAN SAMPLE,
A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE
983 COOPER AVENUE
GRASSFLAT, PA 16839
DEFENDANTS

CIVIL ACTION MORTGAGE FORECLOSURE

1. EMC Mortgage Corporation, Attorney-in-Fact for LaSalle Bank National Association as Trustee for Certificateholders of Bear Stearns Asset Backed Securities Trust 2003-ABF1, Mortgage Loan Pass Through Certificates, Series 2003-ABF1 (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Upon information and belief, Brenda Jo Sample and Brian Sample, a/k/a Brian K. Sample, a/k/a Brian Keith Sample (hereinafter referred to as "Defendants") are adult individuals residing at 807 Johnsons Road, Grassflat, PA 16839.

3. Plaintiff brings this action to foreclose on the mortgage between the Defendants and itself as Mortgagee by Assignment. The Mortgage, dated May 29, 2003, was recorded on June 12, 2003 in the Office of the Recorder of Deeds in Clearfield County at Instrument Number 200310142. Plaintiff is the Mortgagee by Assignment by virtue of an Assignment of Mortgage recorded on June 5, 2006 in the Office of Recorder of Deeds in Clearfield County at Instrument Number 200609096. Copies of the Mortgage and Assignment of Mortgage are attached and made a part hereof as Exhibits 'A' and 'B', respectively.
4. The Mortgage secures the indebtedness of a Note executed by the Defendants on May 29, 2003 in the original principal amount of \$36,000.00 payable to Plaintiff in monthly installments with an interest rate of 11.99%. A copy of the Note is attached and made a part hereof as Exhibit 'C'.
5. The land subject to the mortgage is 983 Cooper Avenue, Grassflat, PA 16839. A copy of the Legal Description is attached as part of the mortgage as Exhibit 'A' and incorporated herein.
6. Brenda Jo Sample is the Record Owner of the mortgaged property located at 983 Cooper Avenue, Grassflat, PA 16839.
7. The Mortgage is now in default due to the failure of the Defendants to make payments as they become due and owing. As a result of the default, the following amounts are due:

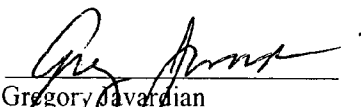
Principal Balance	\$35,464.21
Interest to 5/31/07	\$2,074.64
Accumulated Late Charges	\$506.04
Escrow Advance	\$98.74
Accumulated NSF Charges	\$10.00
Recoverable Balance	\$2,291.67
Other Fees Due	\$1,459.76
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
TOTAL	\$43,455.06

plus interest from 6/1/07 at \$11.65 per day, costs of suit and attorney's fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchase at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.
10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on May 8, 2007. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$43,455.06 together with the interest from 6/1/07 at \$11.65 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY: 

Gregory Javardian
Attorney ID No. 55669
Attorney for Plaintiff

EXHIBIT 'A'

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
2003101442
RECORDED IN
JUN 12, 2003
12:05:24 PM
Total Fees: 18

RECORDING FEES - 14.00
RECORDS
COUNT IMPROVEMENT 42.00
FUND
RECORDS IMPROVEMENT 43.00
FUND
JCS/ACSS TO 110.00
LSTICE
START UNIT TAX 10.50
TOTAL 284.50
CUSTOMER
FAMILY ABSTRACT INC

RECORD & RETURN TO:
FAMILY ABSTRACT, INC.
1424 EASTON RD., SUITE 100
HORSHAM, PA 19044

FAPA3497

Prepared By:

Karen Arnold
111 Presidential Blvd., Ste. 114
Bala Cynwyd, PA 19004

Parcel Number:
110-08-599-00013

Return To:

HomeAmerican Credit Inc DBA Upland
Mtg
111 Presidential Blvd.
Ste. 114
Bala Cynwyd, PA 19004

(Space Above This Line For Recording Date)

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated May 29, 2003 together with all Riders to this document.
(B) "Borrower" is ERICAN SAMPLE and BRUNDA JO SAMPLE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is HomeAmerican Credit Inc DBA Upland Mtg

Lender is a Corporation

PENNSYLVANIA - Single Family

Form 3030 1/01

UPSP(PA) 010001

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MAP MORTGAGE RECORDS - 000201-1-201

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SCHEDULE A

Tract 1: BEGINNING at steel pin corner, said corner is the Southwest corner of the herein noted parcel, said corner is a common corner with that of a lot belonging to now or formerly Joseph Askey, said corner is on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being sixteen and five tenths (16.5) feet from the center line thereof, thence along the lot now or formerly of Joseph Askey, North 4° 17' East, ninety-five and eight tenths (95.8) feet to a stake corner, said corner is on the line of a lot of land belonging now or formerly to Reese Swanson, thence along the lot now or formerly of Reese Swanson and across a portion of a ten (10) foot alley, South 89° 15' East, 34.7 feet to a stake corner, said corner being a common corner with that of two parcels of land belonging to the former Kenneth Sinclair, thence along one of the parcels of land belonging to the former Kenneth Sinclair and along the above noted alley, South 4° 17' West, 94 feet to a stake corner, said corner being a common corner with that of the herein noted parcel of land belonging to the former Kenneth Sinclair, said corner also being on the North right-of-way line of the above noted highway, thence along the right-of-way of said highway, South 87° 20' West, 35° to place of beginning.

CONTAINING .03 acres, more or less.

Tract 2: BEGINNING at an iron pipe corner, said corner being a common corner with that of land belonging now or formerly to Michael Humenik, said corner being on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being 16.5 feet from the center line thereof, thence along the North right-of-way line of the above noted highway, South 87° 20' West, 25 feet to a stake corner, said corner being a common corner with that of a lot of land belonging to the former Kenneth Sinclair, thence along the lot of the former Kenneth Sinclair, North 4° 17' East, 91.7 feet to a stake corner, said corner being on the line of another lot of land belonging to the former Kenneth Sinclair, thence along this lot of land of the former Kenneth Sinclair, South 89° 15' East, 28.5 feet to a stake corner, said corner being a common corner with that of land belonging to now or formerly Michael Humenik, thence along the land now or formerly of Michael Humenik, South 9° 56' West, 90.8 feet to the place of beginning.

CONTAINING .06 of an acre, more or less.

BEING the same premises which John M. Humenik and Bernadine Mary Humenik by deed dated May 9, 1967 and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 531, Pg. 319 granted and conveyed unto Kenneth Sinclair and Pauline M. Sinclair, Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 3: BEGINNING at a boardwalk being the northeast corner, thence Northwest ninety-four (94) feet along public road leading from Peale to Kybertown, thence Northeast along public road leading from Peale to Pleasant Hill mines, one hundred (100) feet to corner of lot now or formerly of L.F. Flood, thence

Southeast along lot now or formerly of L.F. Flood, ninety-four (94) feet to lands now or formerly of Edgar Sheffer, thence Southwest along lands now or formerly of Edgar Sheffer, one hundred (100) feet to the place of beginning.

BEING the same premises which L.R. Lundberg, Executor of the Estate of O. Adolph Lundberg, Deceased, by deed dated July 15, 1974, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 634, Pg. 928 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair, Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 4:

BEGINNING at a corner post on an alley leading along land now or formerly of Max Steinberg to land owned now or formerly by Ed Johnson or S. Flood thence leading along land West to land owned now or formerly by Harry Hudson and wife, thence leading South along land owned now or formerly by Max Steinberg to Township Road, thence East thirty-five (35) feet to place of beginning.

organized and existing under the laws of PA.

Lender's address is 111 Presidential Blvd., Ste. 114, Bala Cynwyd, PA 19004

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 29, 2003

The Note states that Borrower owes Lender Thirty Six Thousand And Zero/100

Dollars

(U.S. \$ 36,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 05, 2023

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☒ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☒ Other(s) (specify)

Rider A Legal Description

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

[Signature]
BS

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the COUNTY [Type of Recording Jurisdiction]

of CLEARFIELD

TAX PARCEL: 110-t8-599-00013 [Name of Recording Jurisdiction]

COOPER TOWNSHIP

which currently has the address of 983 COOPER AVENUE

GRASSFLAT
("Property Address");

[State]
[City], Pennsylvania 16839-9616 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."



BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) amounts due Lender under Section 3 of this Security Instrument; (b) interest due under the Note; (c) any fees, charges, or any amounts other than principal due under the Note; (d) any other amounts due under this Security Instrument; and (e) to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be


B-S

paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

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shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.


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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

---In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.



Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with

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a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 7.

12. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability: Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

[Handwritten signature]
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have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

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agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (e) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

B-S

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defect in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. **Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.


B.S

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Theresa M. Bolton Brian Sample (Seal)
as to by BRIAN SAMPLE -Borrower

_____ Brenda Jo Sample (Seal)
-Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

Certificate of Residence

I, TERESA M. BOLTON, do hereby certify that
the correct address of the within-named Mortgagee is 111 Presidential Blvd., Ste. 114,
Bala Cynwyd, PA 19004
Witness my hand this 29th

day of May, 2003

Theresa M. Bolton
Agent of Mortgagee

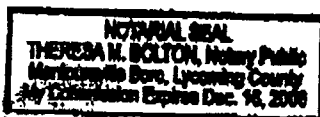
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

County ss:

On this, the 29th day of May, 2003, before me, the
undersigned officer, personally appeared BRIAN SAMPLE and BRENDA JO SAMPLE

known to me (or
satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:



Theresa M. Bolton
Notary Public
Title of Officer



Page 18 of 18

Initials

Form 3038 1/01

B-S

BALLOON PAYMENT RIDER TO MORTGAGE/SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made this 29th day of May, 2003 and amends a Mortgage/Security Instrument in the amount of \$36,000.00 ("Borrowers") to HomeAmerican Credit Inc DBA Upland Mtg

made by the person(s) who signed below

and is dated the same as a Note for which this Mortgage/Security Instrument secures collateral.

("Lender")

In addition to the agreements and provisions made in the Note and Mortgage/Security Instrument, both Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON June 05, 2023 (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE. THIS IS CALLED A "BALLOON PAYMENT." THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

At least ninety days (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the balloon payment which will be due on the Maturity Date (assuming all the scheduled payments due between the date of the notice and the Maturity Date are made on Time).

Michael N. Bolton
Witness

Brian Sample
BRIAN SAMPLE Borrower

As to both
Witness

Debra Jo Sample
DEBRA JO SAMPLE Borrower

Borrower

Borrower

Borrower

Borrower

EXHIBIT 'B'

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

GREGORY ESQ JAVARDIAN

Instrument Number - 200609096

Recorded On 6/5/2006 At 1:45:00 PM

* Instrument Type - ASSIGNMENT

* Total Pages - 6

Invoice Number - 149632

* Assignor - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

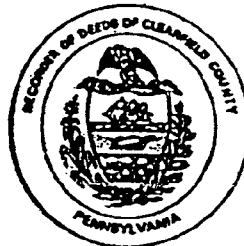
* Assignee - LASALLE BANK

* Customer - JAVARDIAN, GREGORY ESQ

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$30.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Prepared By:
Hanover Capital Partners, Ltd.
PO Box 3980
Edison, NJ 08818-3980

Recording Requested by and Return to:
EMC MORTGAGE CORPORATION
2780 Lake Vista Drive
Lewisville, TX 75067
ATTN: COLLATERAL MANAGEMENT DEPT.

This document prepared by:
HANOVER CAPITAL PARTNERS Ltd.
UPI: 110 to 8-599-15, 110 to 8-599-14, 110 to 8-599-13
MIN: 100022100029073509

MERS PHONE: 1-888-679-6377

Tracking #1: 0002907350

Tracking #2: ABF1

PA

ASSIGNMENT OF MORTGAGE

Know that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), with a business address of 3300 SW 34th Avenue, Suite 101, Osceola, FL 34474, "Assignor", for value received and other good and valuable consideration paid by LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES TRUST 2003-ABF1, whose address is 2571 Busse Road, Suite 200, Elk Grove Village, IL 60007, "Assignee", the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby grant, bargain, sell, assign, transfer and convey unto the Assignee the following described MORTGAGE, duly recorded in the office of real property records in the County of CLEARFIELD, State of PENNSYLVANIA, together with the indebtedness or obligation described in said instrument, and the monies due and to grow due thereon with the interest, as follows:

SEE EXHIBIT "A"

To have and to hold the same unto the Assignee, and to the successors, legal representatives and assigns of the Assignee forever.

This Assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand this 25th day of May, 2006, but effective this 24th day of May, 2006.

In Presence of:

Witness 1: Nicole Beels

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. ("MERS")

By:

Janan Weeks
Its: Vice President

The undersigned hereby certifies that the precise Address of Assignee is:

**LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR
STEARNS ASSET BACKED SECURITIES TRUST 2003-ABF1, MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1**

2571 Busse Road, Suite 200

Elk Grove Village, IL 60007

By: _____

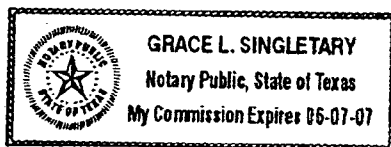
State of TEXAS)

County of DENTON)

ss.

The undersigned, a notary public in and for above-said County and State, does hereby acknowledge that **Janan Weeks, Vice President for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")** personally appeared before me this day, and being by me duly sworn, says that s/he, being informed of the contents, voluntarily executed the foregoing and annexed instrument for and on behalf of such entity.

WITNESS my hand and official seal, this 25th day of May, 2006.



Notary Public: Grace L. Singletary

My Commission Expires: 06/07/07

This document was prepared by Marileen D. Bradley, Hanover Capital Partners Ltd.
Post Office BOX 3980, Edison, NJ 08818-3980 - Phone: (732) 393-3033 Fax: (732) 572-5959

Tracking #1: 0002907350

Tracking #2: ABF1

PA

STATE: PA

COUNTY: CLEARFIELD

EXHIBIT "A"

Tracking #1: 0002907350

Tracking #2: ABF1

MORTGAGOR/TRUSTOR: BRIAN SAMPLE AND BRENDA JO SAMPLE

MORTGAGEE/BENEFICIARY: HOMEAMERICAN CREDIT INC DBA UPLAND MTG

DATE OF MORTGAGE/DEED OF TRUST: 05/29/03

AMOUNT: \$36,000.00

RECORDED:

DATE
6/12/03

VOLUME/BOOK

PAGE/FOLIO

INSTRUMENT #
200310142

PROPERTY ADDRESS: 983 COOPER AVENUE, GRASSFLAT, PA 16839

Township of COOPER

Assignment of Mortgage to Mortgage Electronic Registrations Systems recorded
3/1/2004, instrument #200403004.

Tract 1:

BEGINNING at a steel pin corner, said corner is the Southwest corner of the herein described parcel, said corner is a common corner with that of a lot belonging to now or formerly Joseph Askey, said corner is on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being sixteen and five tenths (16.5) feet from the center line thereof; thence along the lot now or formerly of Joseph Askey, North 4° 17' East, ninety-five and eight tenths (95.8) feet to a stake corner, said corner is on the line of a lot of land belonging now or formerly to Reese Swanson; thence along the lot now or formerly of Reese Swanson and across a portion of a ten (10) foot alley, South 89° 15' East, 34.7 feet to a stake corner, said corner being a common corner with that of two parcels of land belonging to the former Kenneth Sinclair; thence along one of the parcels of land belonging to the former Kenneth Sinclair and along the above noted alley, South 4° 17' West, 94 feet to a stake corner, said corner being a common corner with that of the herein noted parcel of land belonging to the former Kenneth Sinclair, said corner also being on the North right-of-way line of the above noted highway; thence along the right-of-way of said highway, South 87° 20' West, 35' to place of beginning.

CONTAINING .08 acres, more or less.

Tract 2:

BEGINNING at an iron pipe corner, said corner being a common corner with that of land belonging now or formerly to Michael Humenik, said corner being on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being 16.5 feet from the center line thereof; thence along the North right-of-way line of the above noted highway, South 87° 20' West, 25 feet to a stake corner, said corner being a common corner with that of a lot of land belonging to the former Kenneth Sinclair; thence along the lot of the former Kenneth Sinclair, North 4° 17' East, 91.7 feet to a stake corner, said corner being on the line of another lot of land belonging to the former Kenneth Sinclair; thence along this lot of land of the former Kenneth Sinclair, South 89° 15' East, 28.5 feet to a stake corner, said corner being a common corner with that of land belonging to now or formerly Michael Humenik; thence along the land now or formerly of Michael Humenik, South 5° 56' West, 90.8 feet to the place of beginning.

CONTAINING .06 of an acre, more or less.

BEING the same premises which John M. Humenik and Bernadine Mary Humenik by deed dated May 9, 1967 and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 531, Pg. 319 granted and conveyed unto Kenneth Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 3:

BEGINNING at a boardwalk being the northeast corner; thence Northwest ninety-four (94) feet along public road leading from Peale to Kylertown; thence Northeast along public road leading from Peale to Pleasant Hill mines, one hundred (100) feet to corner of lot now or formerly of L.F. Flood; thence

Southeast along lot now or formerly of L.F. Flood, ninety-four (94) feet to lands now or formerly of Edgar Sheffer; thence Southwest along lands now or formerly of Edgar Sheffer, one hundred (100) feet to the place of beginning.

BEGINNING the same premises which L.R. Lundberg, Executor of the Estate of G. Adolph Lundberg, Deceased, by deed dated July 15, 1974, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 686, Pg. 028 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 4:

BEGINNING at a corner post on an alley leading along land now or formerly of Max Steinberg to land owned now or formerly by Ed Johnson or S. Flood thence leading along land West to land owned now or formerly by Harry Hudson and wife; thence leading South along land owned now or formerly by Max Steinberg to Township Road; Thence East thirty-five (35) feet to place of beginning.

BEGINNING the same premises which Steve Starcovitz s/k/a Steve Starcovic by deed dated May 7, 1965, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 514, Pg. 484 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

UNDER AND SUBJECT, NEVERTHELESS, to certain easements, covenants and restrictions of record.

AND the said Grantors, for themselves and their heirs, executors and administrators, do hereby covenant, promise and agree to and with the said Grantee, their heirs and assigns, that they, the said Grantors, have not heretofore done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is or, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

REGISTER AND RECORDER
CLEARFIELD COUNTY, PA

INVOICE # 149632
0201-RECEIPT CRC

CHARGES --

#001 ASS. FEE \$30.50

Instrument Number - 200609096
Recorded on - Jun 05, 2006 1:45:00 PM
Total Pages: 6
Muni - COOPER TOWNSHIP
Assignor - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
INC.

Assignee - LASALLE BANK
Consideration - \$36,000.00
Fee Detail:

COUNTY RECORDING FEE	\$13.00
IMPROVEMENT FEE - COUNTY	\$2.00
IMPROVEMENT FEE - RECORDER	\$3.00
JCS/ACCESS TO JUSTICE FEE	\$10.00
PER PAGE FEE	\$2.00
STATE WRIT FEE	\$0.50

TOTAL CHARGES \$30.50

-- PAYMENTS --

CHECK: 32425 \$30.50

TOTAL PAYMENTS \$30.50

AMOUNT DUE	\$30.50
PAYMENT ON INVOICE	(\$30.50)
BALANCE DUE	\$0.00

Customer:
JAVARDIAN, GREGORY ESO

THANK YOU
KAREN L. STARCK
REGISTER & RECORDER
COUNTY # 17
06/05/2006 1:44:11 PM

EXHIBIT 'C'

BALLOON NOTE
(Fixed Rate)

LOAN ID# 1301360982

Borrower(s): BRENDA JO SAMPLE and BRIAN SAMPLE

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

May 29, 2003
[Date]

GRASSFLAT
[City]

Pennsylvania
[State]

983 COOPER AVENUE, GRASSFLAT, PENNSYLVANIA 16839-9616

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 36,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is HomeAmerican Credit Inc DBA Upland Mtg

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 5th day of each month beginning on July 05, 2003

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date. If, on 06/05/2023, I still owe amounts under this Note, I will pay those amounts, in full, on that date.

PENNSYLVANIA FIXED RATE NOTE - Single Family - With Prepayment Penalty

Page 1 of 4

U105NPA (0105)

VMP MORTGAGE FORMS - (800)521-7291

1301360982

Initials

[Handwritten initials]

1301360982

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ \$370.03

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amount of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

If I make a full prepayment or a partial prepayment during the first 36 months of the term of the Note, I agree to pay a prepayment charge as follows: in the 1 month through the 36 month of the term of the Note, the prepayment charge will be 5.000% of the amount prepaid ; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A ; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A ; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A ; in the N/A month through the N/A month of the term of the Note, the prepayment charge will be N/A of the N/A . At any time after the 36th month of the term of the Note, I may make a full prepayment or a partial prepayment without charge.

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **10.000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

1301360982

RS

LOAN ID#

1301360982

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. APPLICABLE LAW

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

1301360982



1301360982

[Sign Original Only]

BRENDAN JO SAMPLE
BRIAN SAMPLE
Brendan Jo Sample
Brian Sample
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)
Borrower (Seal)

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

12. OTHER CHARGES
A. NSF Charge
If I make a payment under this Note by check, negotiable instrument or other means and the payment is returned to the Note Holder unpaid, I agree to pay the Note Holder a charge for not sufficient funds (NSF charge) in the maximum amount permitted by applicable law.
B. Administrative Charges
Except as limited by applicable law, I agree to pay the Note Holder any administrative charge that the Note Holder may impose in connection with (1) my failure to comply with the terms and conditions of this Note and (2) the release or satisfaction of any mortgage, financing statement or other security instrument appearing on the public record which relates to my obligations under this Note.
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

LOAN ID# 1301360982

EXHIBIT 'D'

EMC
Mortgage
Corporation

May 8, 2007



Brian Sample
983 Cooper Ave
Grassflat, PA 16839

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 foreclosure. Specific information about the nature of the default is provided in the attached pages.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brian Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Cheltenham Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Perndel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM 2147 North Sixth Street Philadelphia, PA 19122 (215) 235-6788 * Chester, Delaware, Philadelphia Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 * Chester, Delaware, Philadelphia CCCS of Delaware Valley One Cherry Hill Suite 215 Cherry Hill, PA 08002 (215) 563-5665 * Philadelphia Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh, PA 15222 (412) 227-4802 * Allegheny CCCS of Western PA, Inc. Colonial Shopping Center 970 S. George St York, PA 17403 888-511-227 * Franklin, Fulton, Lancaster, York Housing Council of York 35 South Duke Street York, PA 17401 (717) 854-1541 * York American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 (610) 874-1484 * Chester, Delaware CCCS of Western Pennsylvania 312 Chestnut Street Suite 227 Meadville, PA 16335 888-511-2227 * Lawrence Bucks County Housing Group 515 West End Boulevard Quakertown, PA 18951 866-866-0280 * Bucks CCCS of Delaware Valley Catholic Social Services Building 607 West Street Road Warminster, PA 18974 (215) 563-5665 * Bucks American Credit Counseling Institute 937 North Hanover Street Pottstown, PA 19460 888-212-6741 * Berks County	CCCS of Delaware Valley Catholic Social Services Building 7340 Jackson Street Philadelphia, PA 19136 (215) 563-5665 * Bucks, Philadelphia Comm. Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 * Philadelphia Diversified Community Service Dixon House 1920 South 20th Street Philadelphia, PA 19145 215-336-3511 * Bucks, Chester, Delaware, Philadelphia Adams County Interfaith Housing Authority 40 E. High St Gettysburg, PA 17325 (717) 334-1518 * Adams, Cumberland, Franklin, York Acom Housing of Pittsburg 5907 Penn Avenue Suite 300 Pittsburgh, PA 15206 412-441-7240 * Allegheny CCCS of Western PA, Inc. River Park Commons 2403 Sldney Street, Suite 400 Pittsburgh, PA 15203 888-511-2227 * Allegheny CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665 * Delaware PHFA 211 North Front Street Harrisburg, PA 17110 800-342-2397 * Cumberland, Dauphin Bucks County Housing Group, Inc 2324 Second Street Pike Suite 17 Wrightstown, PA 18940 866-866-0280 * Bucks The Trehab Center of Northeastern PA 115 SR 92S Tunkhannock, PA 18657 (570) 836-6840 * Wyoming	Lycom-Clinton Co Comm fo Comm Action 2138 Lincoln Street PO Box 3568 Williamsport, PA 17703 (570) 326-0587 * Centre, Clinton, Lycoming, Union Center for Family Services, Inc. 213 Center Street Meadville, PA 16335 (814) 337-8450 * Crawford, Venango American Red Cross-Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 * Adams, Franklin, York Armstrong Co Community Action Agency 124 Armsdale Road Suite 211 Kittanning, PA 16201 (724) 548-3405 * Armstrong CCCS of Western PA, Inc. 971 Third Street Beaver, PA 15009 888-511-2227 * Beaver Housing Opportunities of Beaver County 650 Corporation St. Suite 207 Beaver, PA 15009 (724) 728-7511 * Beaver, Lawrence CCCS of Delaware Valley 790 E. Market St. Suite 170 Marshall Bldg West Chester, PA 19382 (215) 563-5665 * Chester, Delaware The Trehab Center of Northeastern PA 232 Sunrise Avenue Suite A1 Honesdale, PA 18431 (570) 253-8941 * Wayne Bucks County Housing Group 200 West Bridge Street Morrisville, PA 19067 866-866-0280 * Bucks American Credit Counseling Institute 21 South Church Street West Chester, PA 19380 1-888-212-6741 * Chester

* Indicates Counties Served

Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia

Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomery

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery

CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery

Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia

Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren

Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango

Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York

Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana

Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren

Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry

Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

EMC
Mortgage
Corporation

May 8, 2007



Brenda J Sample
983 Cooper Ave
Grassflat, PA 16839

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brenda J Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 583 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.

Sincerely,
EMC Mortgage Corporation

Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Cheltenham Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148

* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102

* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893

* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Pennadel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

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

* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM
2147 North Sixth Street
Philadelphia, PA 19122
(215) 235-6788
* Chester, Delaware, Philadelphia

Carroll Park Community Council, Inc.
5218 Master Street
Philadelphia, PA 19131
* Chester, Delaware, Philadelphia

CCCS of Delaware Valley
One Cherry Hill Suite 215
Cherry Hill, PA 08002
(215) 563-5665 * Philadelphia

Urban League Of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield St.
Pittsburgh, PA 15222
(412) 227-4802 * Allegheny

CCCS of Western PA, Inc.
Colonial Shopping Center
970 S. George St
York, PA 17403
888-511-2227
* Franklin, Fulton, Lancaster, York

Housing Council of York
35 South Duke Street
York, PA 17401
(717) 854-1541 * York

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484
* Chester, Delaware

CCCS of Western Pennsylvania
312 Chestnut Street Suite 227
Meadville, PA 16335
888-511-2227
* Lawrence

Bucks County Housing Group
515 West End Boulevard
Quakertown, PA 18951
866-866-0280
* Bucks

CCCS of Delaware Valley
Catholic Social Services Building
607 West Street Road
Warminster, PA 18974
(215) 563-5665
* Bucks

American Credit Counseling Institute
937 North Hanover Street
Pottstown, PA 19460
888-212-6741 * Berks County

CCCS of Delaware Valley
Catholic Social Services Building
7340 Jackson Street
Philadelphia, PA 19136
(215) 563-5665
* Bucks, Philadelphia

Comm. Devel. Corp of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
* Philadelphia

Diversified Community Service
Dixon House
1920 South 20th Street
Philadelphia, PA 19145
215-336-3511
* Bucks, Chester, Delaware, Philadelphia

Adams County Interfaith Housing Authority
40 E. High St
Gettysburg, PA 17325
(717) 334-1518
* Adams, Cumberland, Franklin, York

Acom Housing of Pittsburg
5907 Penn Avenue Suite 300
Pittsburgh, PA 15206
412-441-7240
* Allegheny

CCCS of Western PA, Inc.
River Park Commons
2403 Sidney Street, Suite 400
Pittsburgh, PA 15203
888-511-2227
* Allegheny

CCCS of Delaware Valley
280 North Providence Road
Media, PA 19063
(215) 563-5665
* Delaware

PHFA
211 North Front Street
Harrisburg, PA 17110
800-342-2397
* Cumberland, Dauphin

Bucks County Housing Group, Inc
2324 Second Street Pike Suite 17
Wrightstown, PA 18940
866-866-0280
* Bucks

The Trehab Center of Northeastern PA
115 SR 92S
Tunkhannock, PA 18657
(570) 836-6840
* Wyoming

Lycom-Clinton Co Comm to Comm Action
2138 Lincoln Street PO Box 3568
Williamsport, PA 17703
(570) 326-0587
* Centre, Clinton, Lycoming, Union

Center for Family Services, Inc.
213 Center Street
Meadville, PA 16335
(814) 337-8450
* Crawford, Venango

American Red Cross-Hanover Chapter
529 Carlisle Street
Hanover, PA 17331
(717) 637-3768
* Adams, Franklin, York

Armstrong Co Community Action Agency
124 Armsdale Road Suite 211
Kittanning, PA 16201
(724) 548-3405
* Armstrong

CCCS of Western PA, Inc.
971 Third Street
Beaver, PA 15009
888-511-2227
* Beaver

Housing Opportunities of Beaver County
650 Corporation St. Suite 207
Beaver, PA 15009
(724) 728-7511
* Beaver, Lawrence

CCCS of Delaware Valley
790 E. Market St. Suite 170 Marshall Bldg
West Chester, PA 19382
(215) 563-5665
* Chester, Delaware

The Trehab Center of Northeastern PA
232 Sunrise Avenue Suite A1
Honesdale, PA 18431
(570) 253-8941
* Wayne

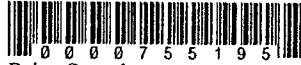
Bucks County Housing Group
200 West Bridge Street
Morrisville, PA 19067
866-866-0280
* Bucks

American Credit Counseling Institute
21 South Church Street
West Chester, PA 19380
1-888-212-6741
* Chester

* Indicates Counties Served

- Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia
- Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery
- Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia
- Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia
- American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomer
- American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia
- CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery
- CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia
- Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia
- Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery
- Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia
- Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren
- Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango
- St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango
- Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave. West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren
- CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill
- Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill
- Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming
- Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill
- CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York
- Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder
- CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset
- CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana
- Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon
- CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren
- Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry
- Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry
- Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry
- Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset
- The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

May 8, 2007



Brian Sample
807 Johnson Rd
Grassflat, PA 16839-9628

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brian Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS **\$6,405.17**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Cheltenham Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Buller, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Pennndel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM 2147 North Sixth Street Philadelphia, PA 19122 (215) 235-6788 * Chester, Delaware, Philadelphia Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 * Chester, Delaware, Philadelphia CCCS of Delaware Valley One Cherry Hill Suite 215 Cherry Hill, PA 08002 (215) 563-5665 * Philadelphia Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh, PA 15222 (412) 227-4802 * Allegheny CCCS of Western PA, Inc. Colonial Shopping Center 970 S. George St York, PA 17403 888-511-2227 * Franklin, Fulton, Lancaster, York Housing Council of York 35 South Duke Street York, PA 17401 (717) 854-1541 * York American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 (610) 874-1484 * Chester, Delaware CCCS of Western Pennsylvania 312 Chestnut Street Suite 227 Meadville, PA 16335 888-511-2227 * Lawrence Bucks County Housing Group 515 West End Boulevard Quakertown, PA 18951 866-866-0280 * Bucks CCCS of Delaware Valley Catholic Social Services Building 607 West Street Road Warminster, PA 18974 (215) 563-5665 * Bucks American Credit Counseling Institute 937 North Hanover Street Pottstown, PA 19460 888-212-6741 * Berks County	CCCS of Delaware Valley Catholic Social Services Building 7340 Jackson Street Philadelphia, PA 19136 (215) 563-5665 * Bucks, Philadelphia Comm. Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 * Philadelphia Diversified Community Service Dixon House 1920 South 20th Street Philadelphia, PA 19145 215-336-3511 * Bucks, Chester, Delaware, Philadelphia Adams County Interfaith Housing Authority 40 E. High St Gettysburg, PA 17325 (717) 334-1518 * Adams, Cumberland, Franklin, York Acom Housing of Pittsburg 5907 Penn Avenue Suite 300 Pittsburgh, PA 15206 412-441-7240 * Allegheny CCCS of Western PA, Inc. River Park Commons 2403 Sidney Street, Suite 400 Pittsburgh, PA 15203 888-511-2227 * Allegheny CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665 * Delaware PHFA 211 North Front Street Harrisburg, PA 17110 800-342-2397 * Cumberland, Dauphin Bucks County Housing Group, Inc 2324 Second Street Pike Suite 17 Wrightstown, PA 18940 866-866-0280 * Bucks The Trehab Center of Northeastern PA 115 SR 92S Tunkhannock, PA 18657 (570) 836-6840 * Wyoming	Lycom-Clinton Co Comm fo Comm Action 2138 Lincoln Street PO Box 3568 Williamsport, PA 17703 (570) 326-0587 * Centre, Clinton, Lycoming, Union Center for Family Services, Inc. 213 Center Street Meadville, PA 16335 (814) 337-8450 * Crawford, Venango American Red Cross-Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 * Adams, Franklin, York Armstrong Co Community Action Agency 124 Armsdale Road Suite 211 Kittanning, PA 16201 (724) 548-3405 * Armstrong CCCS of Western PA, Inc. 971 Third Street Beaver, PA 15009 888-511-2227 * Beaver Housing Opportunities of Beaver County 650 Corporation St. Suite 207 Beaver, PA 15009 (724) 728-7511 * Beaver, Lawrence CCCS of Delaware Valley 790 E. Market St. Suite 170 Marshall Bldg West Chester, PA 19382 (215) 563-5665 * Chester, Delaware The Trehab Center of Northeastern PA 232 Sunrise Avenue Suite A1 Honesdale, PA 18431 (570) 253-8941 * Wayne Bucks County Housing Group 200 West Bridge Street Morrisville, PA 19067 866-866-0280 * Bucks American Credit Counseling Institute 21 South Church Street West Chester, PA 19380 1-888-212-6741 * Chester

* Indicates Counties Served

- Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia
- Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery
- Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia
- Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia
- American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomer
- American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia
- CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery
- CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia
- Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia
- Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery
- Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia
- Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren
- Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango
- St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango
- Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren
- CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill
- Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill
- Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming
- Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill
- CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York
- Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder
- CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset
- CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana
- Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon
- CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren
- Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry
- Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry
- Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry
- Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset
- The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

May 8, 2007



Brenda J Sample
807 Johnson Rd
Grassflat, PA 16839-9628

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionado arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brenda J Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.

Sincerely,
EMC Mortgage Corporation

Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

- JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango
- Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter
- CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango
- Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer
- CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin
- CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union
- Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin
- CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming
- CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming
- CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne
- Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery
- Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia
- HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia
- Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia
- Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton
- Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia
- CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union
- American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia
- American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia
- American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery
- The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

• Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc.
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Penndel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Stafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

Housing Assoc. of Delaware Valley
 • 1500 Walnut Street Suite 601
 Philadelphia, PA 19102
 (215) 545-6010
 * Philadelphia

Housing Partnership of Chester County
 41 West Lancaster Ave
 Downingtown, PA 19335
 610-518-1522
 * Chester, Delaware, Montgomery

Northwest Counseling Service
 5001 North Broad Street
 Philadelphia, PA 19141
 (215) 324-7500
 * Bucks, Chester, Delaware, Montgomery
 * Philadelphia

Philadelphia Council for Commun. Action
 100 North 17th Street Suite 600
 Philadelphia, PA 19103
 (215) 567-7803
 * Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
 1 Abington Plaza, Suite 403
 Old York Road and Township Line
 Jenkintown, PA 19046
 800-490-3039
 * Delaware, Montgomer

American Financial Counseling Services, Inc.
 175 Strafford Avenue, Suite One
 Wayne, PA 19087
 800-490-3039
 * Bucks, Chester, Delaware, Montgomery
 * Philadelphia

CCCS of Delaware Valley
 1777 Sentry Parkway West
 Blue Bell, PA 19422
 (215) 563-5665
 * Montgomery

CCCS of Delaware Valley
 1515 Market Street Suite 1325
 Philadelphia, PA 19107
 (215) 563-5665
 * Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
 412 Avenue of the States
 PO Box 541
 Chester, PA 19016
 * Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
 of Delaware County
 2nd and Orange Streets
 Media, PA 19063
 610-891-5101
 * Chester, Delaware, Montgomery

Urban League of Philadelphia
 Tenn Penn Ctr - 1801 Market St. Suite 250
 Philadelphia, PA 19103
 (215) 561-6070
 * Bucks, Delaware, Philadelphia

Booker T. Washington Center
 1720 Holland Street
 Erie, PA 16503
 (814) 453-5744
 * Crawford, Erie, Warren

Greater Erie Commun. Action Committee
 18 West 9TH Street
 Erie, PA 16501
 (814) 459-4581
 * Crawford, Erie, Warren, Venango

St. Martin Center
 1701 Parade Street
 Erie, PA 16503
 (814) 452-6113
 * Crawford, Erie, Warren, Venango

Warren-Forest Counties
 Economic Opportunity Council
 1209 Pennsylvania Ave, West
 P.O. Box 547
 Warren, PA 16365
 (814) 726-2400
 * Forest, Warren

CCCS of Lehigh Valley
 3671 Crescent Court East
 Whitehall, PA 18052
 (610) 821-4011 OR 1-800-220-2733
 * Berks, Bucks, Carbon, Lancaster, Lehigh
 * Northampton, Schuylkill

Budget Counseling Center
 247 North Fifth Street
 Reading, PA 19601
 (610) 375-7866
 * Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
 163 Amber Lane
 Wilkes-Barre, PA 18702
 (570) 826-0510 OR 1-800-822-0359
 * Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
 225 N. Centre Street
 Pottsville, PA 17901
 (570) 622-1995
 * Berks, Carbon, Lebanon, Lehigh, Luzerne
 * Northampton, Schuylkill

CCCS of Western PA
 2000 Linglestown Road
 Harrisburg, PA 17102
 888-511-2227
 * Adams, Cumberland, Dauphin, Franklin
 * Perry, Snyder, York

Community Action Commission
 of Capital Region
 1514 Derry Street
 Harrisburg, PA 17094
 * Snyder

CCCS of Western PA
 219-A College Park Plaza
 Johnstown, PA 15904
 888-511-2227
 * Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
 1 North Gate Square #2 Garden Center Dr
 Greensburg, PA 15601
 888-511-2227
 * Somerset, Westmoreland, Washington
 * Fayette, Greene, Indiana

Center for Community Services
 10241 Lincoln Highway
 Everett, PA 15537
 (814) 623-9129
 * Somerset, Blair, Bedford, Cambria
 * Fulton, Huntingdon

CCCS of Western PA
 4402 Peach Street
 Erie, PA 16509
 1-888-511-2227 ext 108
 * Crawford, Warren

Huntington Co Housing Svcs.
 Weatherization Inc.
 917 Mifflin Street
 Huntingdon, PA 16652
 (814) 643-2343
 * Perry

Loveship, Inc.
 2320 North 5th Street
 Harrisburg, PA 17110
 (717) 232-2207
 * Cumberland, Dauphin, Perry

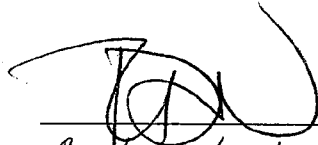
Maranatha
 43 Philadelphia Avenue
 Waynesboro, PA 17268
 (717) 762-3285
 * Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
 Community Action Agency Inc
 137 North Beeson Avenue
 Uniontown, PA 15401
 (724) 437-6050 OR 1-800-427-INFO
 * Fayette, Somerset

The Trehab Center of Northeastern PA
 144 E. East Avenue
 Wellsboro, PA 16901
 (570) 724-5252
 * Susquehanna

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.


Becky North -
Assistant Secretary

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS OF
BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103145
NO: 07-933-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: EMC MORTGAGE CORPORATION, Attorney in Fact For LASALLE BANK

vs.

DEFENDANT: BRENDA JO SAMPLE, BRIAN SAMPLE aka BRIAN K. SAMPLE aka BRIAN KEITH SAMPLE

SHERIFF RETURN

NOW, August 31, 2007 AT 9:44 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 983 COOPER AVE., GRASSFLAT, CLEARFIELD COUNTY, PENNSYLVANIA. (BRENDA JO SAMPLE)

SERVED BY: DEHAVEN /



FILED

012:51301
OCT 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103145
NO: 07-933-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: EMC MORTGAGE CORPORATION, Attorney in Fact For LASALLE BANK

vs.

DEFENDANT: BRENDA JO SAMPLE, BRIAN SAMPLE aka BRIAN K. SAMPLE aka BRIAN KEITH SAMPLE

SHERIFF RETURN

NOW, August 31, 2007 AT 10:04 PM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 983 COOPER AVE., GRASSFLAT, CLEARFIELD COUNTY, PENNSYLVANIA. (BRIAN SAMPLE aka BRIAN K. SAMPLE aka BRIAN KEITH SAMPLE)
SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103145
NO: 07-933-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: EMC MORTGAGE CORPORATION, Attorney in Fact For LASALLE BANK

vs.

DEFENDANT: BRENDA JO SAMPLE, BRIAN SAMPLE aka BRIAN K. SAMPLE aka BRIAN KEITH SAMPLE

SHERIFF RETURN

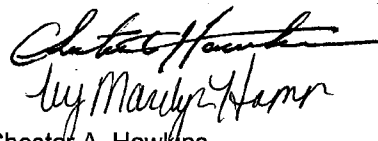
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	JAVARDIAN	40527	20.00
SHERIFF HAWKINS	JAVARDIAN	40527	36.34

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

JUN 12 2007

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

Attest.

ATTORNEY FOR PLAINTIFF

William A. Blum
Prothonotary/
Clerk of Courts

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1
800 STATE HIGHWAY 121 BYPASS
LEWISVILLE, TX 75067-4180
PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 2007-933-CD

COMPLAINT IN
MORTGAGE FORECLOSURE

VS.

BRENDA JO SAMPLE
BRIAN SAMPLE,
A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE
983 COOPER AVENUE
GRASSFLAT, PA 16839
DEFENDANTS

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 defense 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.

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

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

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

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN
BY: GREGORY JAVARDIAN
ID# 55669
1310 INDUSTRIAL BOULEVARD
1ST FLOOR, SUITE 101
SOUTHAMPTON, PA 18966
(215) 942-9690

ATTORNEY FOR PLAINTIFF

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS
OF BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
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800 STATE HIGHWAY 121 BYPASS
LEWISVILLE, TX 75067-4180
PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO.

COMPLAINT IN
MORTGAGE FORECLOSURE

VS.

BRENDA JO SAMPLE
BRIAN SAMPLE,
A/K/A BRIAN K. SAMPLE,
A/K/A BRIAN KEITH SAMPLE
983 COOPER AVENUE
GRASSFLAT, PA 16839
DEFENDANTS

CIVIL ACTION MORTGAGE FORECLOSURE

1. EMC Mortgage Corporation, Attorney-in-Fact for LaSalle Bank National Association as Trustee for Certificateholders of Bear Stearns Asset Backed Securities Trust 2003-ABF1, Mortgage Loan Pass Through Certificates, Series 2003-ABF1 (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Upon information and belief, Brenda Jo Sample and Brian Sample, a/k/a Brian K. Sample, a/k/a Brian Keith Sample (hereinafter referred to as "Defendants") are adult individuals residing at 807 Johnsons Road, Grassflat, PA 16839.

3. Plaintiff brings this action to foreclose on the mortgage between the Defendants and itself as Mortgagee by Assignment. The Mortgage, dated May 29, 2003, was recorded on June 12, 2003 in the Office of the Recorder of Deeds in Clearfield County at Instrument Number 200310142. Plaintiff is the Mortgagee by Assignment by virtue of an Assignment of Mortgage recorded on June 5, 2006 in the Office of Recorder of Deeds in Clearfield County at Instrument Number 200609096. Copies of the Mortgage and Assignment of Mortgage are attached and made a part hereof as Exhibits 'A' and 'B', respectively.
4. The Mortgage secures the indebtedness of a Note executed by the Defendants on May 29, 2003 in the original principal amount of \$36,000.00 payable to Plaintiff in monthly installments with an interest rate of 11.99%. A copy of the Note is attached and made a part hereof as Exhibit 'C'.
5. The land subject to the mortgage is 983 Cooper Avenue, Grassflat, PA 16839. A copy of the Legal Description is attached as part of the mortgage as Exhibit 'A' and incorporated herein.
6. Brenda Jo Sample is the Record Owner of the mortgaged property located at 983 Cooper Avenue, Grassflat, PA 16839.
7. The Mortgage is now in default due to the failure of the Defendants to make payments as they become due and owing. As a result of the default, the following amounts are due:

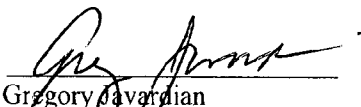
Principal Balance	\$35,464.21
Interest to 5/31/07	\$2,074.64
Accumulated Late Charges	\$506.04
Escrow Advance	\$98.74
Accumulated NSF Charges	\$10.00
Recoverable Balance	\$2,291.67
Other Fees Due	\$1,459.76
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
TOTAL	\$43,455.06

plus interest from 6/1/07 at \$11.65 per day, costs of suit and attorney's fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchase at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.
10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on May 8, 2007. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$43,455.06 together with the interest from 6/1/07 at \$11.65 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY: 

Gregory Javardian
Attorney ID No. 55669
Attorney for Plaintiff

EXHIBIT 'A'

Fax sent by : 18147652648

clearfield county co

86/81/87

88:22

Pg: 2/19

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
200310142
RECORDED IN
JUN 12, 2003
12:05:25 PM
Total Fees: \$8
RECORDING FEES - \$11.00
RECORDS
COUNTY IMPROVEMENT \$2.00
SDM
RECORDED IMPROVEMENT \$3.00
FUND
JCS/ACCESS TO \$10.00
JST/IC
STATE WRIT TAX \$0.50
TOTAL \$31.50
CUSTOMER
FAMILY ABSTRACT INC

RECORD & RETURN TO:
FAMILY ABSTRACT, INC.
1424 EASTON RD., SUITE 100
HORSHAM, PA 19044

FAPA3497

Prepared By:

Karen Arnold
111 Presidential Blvd., Ste. 114
Bala Cynwyd, PA 19004

Return To:

HomeAmerican Credit Inc DBA Upland
Mtg
111 Presidential Blvd.
Ste. 114
Bala Cynwyd, PA 19004

Parcel Number:
210-CB-599-00013

[Space Above This Line For Recording Date]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated May 29, 2003 together with all Riders to this document.
(B) "Borrower" is BRIAN SAMPLE and BRENDA JO SAMPLE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is HomeAmerican Credit Inc DBA Upland Mtg

Lender is a Corporation

PENNSYLVANIA - Single Family

Form 3038 1/01

UPB(PA) 0100-01

Page 1 of 10

100000

YMD MORTGAGE RECORDS - (200201-1-20)

888
B-5

SCHEDULE A

Tract 1: BEGINNING at a steel pin corner, said corner is the Southwest corner of the herein described parcel, said corner is a common corner with that of a lot belonging to now or formerly Joseph Askey, said corner is on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being sixteen and five tenths (16.5) feet from the center line thereof; thence along the lot now or formerly of Joseph Askey, North 4° 17' East, ninety-five and eight tenths (95.8) feet to a stake corner, said corner is on the line of a lot of land belonging now or formerly to Reese Swanson, thence along the lot now or formerly of Reese Swanson and across a portion of a ten (10) foot alley, South 89° 15' East, 34.7 feet to a stake corner, said corner being a common corner with that of two parcels of land belonging to the former Kenneth Sinclair, thence along one of the parcels of land belonging to the former Kenneth Sinclair and along the above noted alley, South 4° 17' West, 94 feet to a stake corner, said corner being a common corner with that of the herein noted parcel of land belonging to the former Kenneth Sinclair, said corner also being on the North right-of-way line of the above noted highway, thence along the right-of-way of said highway, South 87° 20' West, 35' to place of beginning.

CONTAINING .08 acres, more or less.

Tract 2: BEGINNING at an iron pipe corner, said corner being a common corner with that of land belonging now or formerly to Michael Humenik, said corner being on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being 16.5 feet from the center line thereof; thence along the North right-of-way line of the above noted highway, South 87° 20' West, 75 feet to a stake corner, said corner being a common corner with that of a lot of land belonging to the former Kenneth Sinclair, thence along the lot of the former Kenneth Sinclair, North 4° 17' East, 91.7 feet to a stake corner, said corner being on the line of another lot of land belonging to the former Kenneth Sinclair, thence along this lot of land of the former Kenneth Sinclair, South 89° 15' East, 28.5 feet to a stake corner, said corner being a common corner with that of land belonging to now or formerly Michael Humenik, thence along the land now or formerly of Michael Humenik, South 9° 56' West, 90.8 feet to the place of beginning.

CONTAINING .06 of an acre, more or less.

BEING the same premises which John M. Humenik and Bernadine Mary Humenik by deed dated May 9, 1967 and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 531, Pg. 319 granted and conveyed unto Kenneth Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 3: BEGINNING at a boardwalk being the northeast corner, thence Northwest ninety-four (94) feet along public road leading from Peale to Kyrtown; thence Northeast along public road leading from Peale to Pleasant Hill mines, one hundred (100) feet to corner of lot now or formerly of L.F. Flood; thence

Southeast along lot now or formerly of L.F. Flood, ninety-four (94) feet to lands now or formerly of Edgar Sheffer; thence Southwest along lands now or formerly of Edgar Sheffer, one hundred (100) feet to the place of beginning.

BEING the same premises which L.R. Lundberg, Executor of the Estate of O. Adolph Lundberg, Deceased, by deed dated July 15, 1974, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 686, Pg. 928 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 4:

BEGINNING at a corner post on an alley leading along land now or formerly of Max Swinberg to land owned now or formerly by Ed Johnson or S. Flood thence leading along land West to land owned now or formerly by Harry Hudson and wife; thence leading South along land owned now or formerly by Max Swinberg to Township Road; Thence East thirty-five (35) feet to place of beginning.

organized and existing under the laws of PA

Lender's address is 111 Presidential Blvd., Ste. 114, Bala Cynwyd, PA 19004

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 29, 2003

The Note states that Borrower owes Lender Thirty Six Thousand And Zero/100

Dollars

(U.S. \$ 36,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 05, 2023

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider
☒ Balloon Rider
☐ VA Rider

☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Biweekly Payment Rider

☐ Second Home Rider
☐ 1-4 Family Rider
☒ Other(s) [specify]

Rider A Legal Description

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

[Signature]

B-S

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the COUNTY _____ [Type of Recording Jurisdiction] of CLEARFIELD [Name of Recording Jurisdiction]

TAX PARCEL: 110-t8-599-00013

COOPER TOWNSHIP

which currently has the address of 983 COOPER AVENUE

GRASSFLAT
("Property Address");

[City], Pennsylvania 16839-9616 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."



BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) amounts due Lender under Section 3 of this Security Instrument; (b) interest due under the Note; (c) any fees, charges, or any amounts other than principal due under the Note; (d) any other amounts due under this Security Instrument; and (e) to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

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paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.



If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

--- In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.


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6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.



Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with



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a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

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agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

B-S

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waiver.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. **Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. **Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

B.S

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Theresa M. Bolton Brian Sample (Seal)
-Borrower
as to by Brenda Jo Sample (Seal)
-Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

Certificate of Residence

I, Theresa M. Bolton, do hereby certify that
the correct address of the within-named Mortgagee is 111 Presidential Blvd., Ste. 114,
Bala Cynwyd, PA 19004
Witness my hand this 29th day of May, 2003

Theresa M. Bolton
Agent of Mortgagee

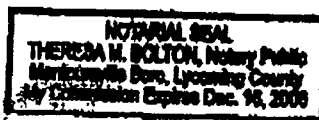
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD

County ss:

On this, the 29th day of May, 2003, before me, the
undersigned officer, personally appeared BRIAN SAMPLE and BRENDA JO SAMPLE

known to me (or
satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:



Theresa M. Bolton
notary public
Title of Officer



Page 18 of 18

Initials

Form 3030 1/01

B-S

BALLOON PAYMENT RIDER TO MORTGAGE/SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made this 29th day of May, 2003 and amends a Mortgage/Security Instrument in the amount of 36,000.00 made by the person(s) who signed below ("Borrowers") to HomeAmerican Credit Inc DBA Upland Mtg ("Lender")

and is dated the same as a Note for which this Mortgage/Security Instrument secures collateral.

In addition to the agreements and provisions made in the Note and Mortgage/Security Instrument, both Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON June 05, 2023 (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE. THIS IS CALLED A "BALLOON PAYMENT." THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

At least ninety days (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the balloon payment which will be due on the Maturity Date (assuming all the scheduled payments due between the date of the notice and the Maturity Date are made on Time).

Sherrard N. Bolton
Witness

Brian Sample
BRIAN SAMPLE Borrower

do to both
Witness

Brenda Jo Sample
Brenda Jo Sample Borrower

Borrower

Borrower

Borrower

Borrower

EXHIBIT 'B'

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy

P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
GREGORY ESQ JAVARDIAN

Instrument Number - 200609096

Recorded On 6/5/2006 At 1:45:00 PM

* Instrument Type - ASSIGNMENT

* Total Pages - 6

Invoice Number - 149632

* Assignor - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

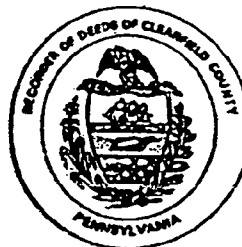
* Assignee - LASALLE BANK

* Customer - JAVARDIAN, GREGORY ESQ

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$30.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Prepared By:
Hanover Capital Partners, Ltd.
PO Box 3980
Edison, NJ 08818-3980

Recording Requested by and Return to:
EMC MORTGAGE CORPORATION
2780 Lake Vista Drive
Lewisville, TX 75067
ATTN: COLLATERAL MANAGEMENT DEPT.

This document prepared by:
HANOVER CAPITAL PARTNERS Ltd.
UPI: 110 to 8-599-15, 110 to 8-599-14, 110 to 8-599-13
MIN: 100022100029073509

MERS PHONE: 1-888-679-6377

Tracking #1: 0002907350

Tracking #2: ABF1

PA

ASSIGNMENT OF MORTGAGE

Know that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), with a business address of 3300 SW 34th Avenue, Suite 101, Osceola, FL 34474, "Assignor", for value received and other good and valuable consideration paid by LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES TRUST 2003-ABF1, MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2003-ABF1, whose address is 2571 Busse Road, Suite 200, Elk Grove Village, IL 60007, "Assignee", the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby grant, bargain, sell, assign, transfer and convey unto the Assignee the following described MORTGAGE, duly recorded in the office of real property records in the County of CLEARFIELD, State of PENNSYLVANIA, together with the indebtedness or obligation described in said instrument, and the monies due and to grow due thereon with the interest, as follows:

SEE EXHIBIT "A"

To have and to hold the same unto the Assignee, and to the successors, legal representatives and assigns of the Assignee forever.

This Assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand this 25th day of May, 2006, but effective this 24th day of May, 2006.

In Presence of:

Witness 1: Nicole Beels

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. ("MERS")

By:

Janan Weeks
Its. Vice President

PA

STATE: PA

COUNTY: CLEARFIELD

EXHIBIT "A"

Tracking #1: 0002907350

Tracking #2: ABF1

MORTGAGOR/TRUSTOR: BRIAN SAMPLE AND BRENDA JO SAMPLE

MORTGAGEE/BENEFICIARY: HOMEAMERICAN CREDIT INC DBA UPLAND MTG

DATE OF MORTGAGE/DEED OF TRUST: 05/29/03

AMOUNT: \$36,000.00

RECORDED:

DATE
6/12/03

VOLUME/BOOK

PAGE/FOLIO

INSTRUMENT #
200310142

PROPERTY ADDRESS: 983 COOPER AVENUE, GRASSFLAT, PA 16839

Township of COOPER

Assignment of Mortgage to Mortgage Electronic Registrations Systems recorded
3/1/2004, instrument #200403004.

Tract 1:

BEGINNING at a steel pin corner, said corner is the Southwest corner of the herein described parcel, said corner is a common corner with that of a lot belonging to now or formerly Joseph Askey, said corner is on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being sixteen and five tenths (16.5) feet from the center line thereof; thence along the lot now or formerly of Joseph Askey, North 4° 17' East, ninety-five and eight tenths (95.8) feet to a stake corner, said corner is on the line of a lot of land belonging now or formerly to Reese Swanson; thence along the lot now or formerly of Reese Swanson and across a portion of a ten (10) foot alley, South 89° 15' East, 34.7 feet to a stake corner, said corner being a common corner with that of two parcels of land belonging to the former Kenneth Sinclair; thence along one of the parcels of land belonging to the former Kenneth Sinclair and along the above noted alley, South 4° 17' West, 94 feet to a stake corner, said corner being a common corner with that of the herein noted parcel of land belonging to the former Kenneth Sinclair, said corner also being on the North right-of-way line of the above noted highway; thence along the right-of-way of said highway, South 87° 20' West, 35' to place of beginning.

CONTAINING .08 acres, more or less.

Tract 2:

BEGINNING at an iron pipe corner, said corner being a common corner with that of land belonging now or formerly to Michael Humenik, said corner being on the North right-of-way line of state highway Legislative Route 17066, said right-of-way line being 16.5 feet from the center line thereof; thence along the North right-of-way line of the above noted highway, South 87° 20' West, 25 feet to a stake corner, said corner being a common corner with that of a lot of land belonging to the former Kenneth Sinclair, thence along the lot of the former Kenneth Sinclair, North 4° 17' East, 91.7 feet to a stake corner, said corner being on the line of another lot of land belonging to the former Kenneth Sinclair; thence along this lot of land of the former Kenneth Sinclair, South 89° 15' East, 28.5 feet to a stake corner, said corner being a common corner with that of land belonging to now or formerly Michael Humenik; thence along the land now or formerly of Michael Humenik, South 5° 56' West, 90.8 feet to the place of beginning.

CONTAINING .06 of an acre, more or less.

BEING the same premises which John M. Humenik and Bernadine Mary Humenik by deed dated May 9, 1967 and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 531, Pg. 319 granted and conveyed unto Kenneth Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 3:

BEGINNING at a boardwalk being the northeast corner; thence Northwest ninety-four (94) feet along public road leading from Peale to Kylertown; thence Northeast along public road leading from Peale to Pleasant Hill mines, one hundred (100) feet to corner of lot now or formerly of L.F. Flood; thence

Southeast along lot now or formerly of L.F. Flood, ninety-four (94) feet to lands now or formerly of Edgar Sheffer; thence Southwest along lands now or formerly of Edgar Sheffer, one hundred (100) feet to the place of beginning.

BEING the same premises which L.R. Lundberg, Executor of the Estate of G. Adolph Lundberg, Deceased, by deed dated July 15, 1974, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 586, Pg. 028 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

Tract 4:

BEGINNING at a corner post on an alley leading along land now or formerly of Max Steinberg to land owned now or formerly by Ed Johnson or S. Flood thence leading along land West to land owned now or formerly by Harry Hudson and wife, thence leading South along land owned now or formerly by Max Steinberg to Township Road; Thence East thirty-five (35) feet to place of beginning.

BEING the same premises which Steve Stercovitz a/k/a Steve Stercovic by deed dated May 7, 1965, and recorded in the Office of the Recorder of Deeds in and for the County of Clearfield recorded in Record Bk. 514, Pg. 484 granted and conveyed unto Kenneth D. Sinclair and Pauline M. Sinclair. Kenneth D. Sinclair having died on April 23, 2000, title to the property vested solely in Pauline M. Sinclair.

UNDER AND SUBJECT, NEVERTHELESS, to certain easements, covenants and restrictions of record.

AND the said Grantors, for themselves and their heirs, executors and administrators, do hereby covenant, promise and agree to and with the said Grantee, their heirs and assigns, that they, the said Grantors, have not heretofore done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is or, shall or may be impeached, charged, or encumbered in title, charge, estate or otherwise howsoever.

REGISTER AND RECORDER
CLEARFIELD COUNTY, PA

INVOICE # 149632
0201-RECEIPT CRC

CHARGES --

#001 ASSL. FEE \$30.50

Instrument Number - 200609096
Recorded on - Jun 05, 2006 1:45:00 PM
Total Pages: 6
Muni - COOPER TOWNSHIP
Assignor - MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
INC

Assignee - LASALLE BANK
Consideration - \$36,000.00

Fee Detail:

COUNTY RECORDING FEE	\$13.00
IMPROVEMENT FEE - COUNTY	\$2.00
IMPROVEMENT FEE - RECORDER	\$3.00
JCS/ACCESS TO JUSTICE FEE	\$10.00
PER PAGE FEE	\$2.00
STATE WRIT FEE	\$0.50

TOTAL CHARGES \$30.50

-- PAYMENTS --

CHECK: 32425 \$30.50

TOTAL PAYMENTS \$30.50

AMOUNT DUE	\$30.50
PAYMENT ON INVOICE	(\$30.50)
BALANCE DUE	\$0.00

Customer:
JAVARDIAN, GREGORY ESQ

THANK YOU
KAREN L. STARCK
REGISTER & RECORDER
COUNTY # 17
06/05/2006 1:44:11 PM

EXHIBIT 'C'

BALLOON NOTE
(Fixed Rate)

LOANID# 1301360982

Borrower(s): BRENDA JO SAMPLE and BRIAN SAMPLE

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

May 29, 2003 GRASSFLAT Pennsylvania
[Date] [City] [State]
983 COOPER AVENUE, GRASSFLAT, PENNSYLVANIA 16839-9616
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 36,000.00 (this amount is called "principal"). plus interest, to the order of the Lender. The Lender is HomeAmerican Credit Inc DBA Upland Mtg

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.990%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 5th day of each month beginning on July 05, 2003

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date. If, on 06/05/2023, I still owe amounts under this Note, I will pay those amounts, in full, on that date.

1301360982

PENNSYLVANIA FIXED RATE NOTE - Single Family - With Prepayment Penalty

U105NPA (0105)

Page 1 of 4
VMP MORTGAGE FORMS - (800)521-7291

Initials

[Handwritten initials]
B.S.

1301360982

(B) Amount of Monthly Payments

4. BORROWER'S RIGHT TO PREPAY

The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amount of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

5. LOAN CHARGES

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

U105NPA (0105)

1301360982

RS

LOAN ID#

1301360982

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. APPLICABLE LAW

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

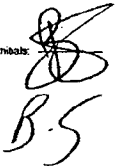
11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

1301360982

Initials: 

1301360982

[Sign Original Only]

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

BRIAN SAMPLE

BRENDAN JO SAMPLE

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

If I make a payment under this Note by check, negotiable instrument or other means and the payment is returned to the Note Holder unpaid, I agree to pay the Note Holder a charge for not sufficient funds (NSF charge) in the maximum amount permitted by applicable law.
B. Administrative Charges
I accept as limited by applicable law. I agree to pay the Note Holder any administrative charge that the Note Holder may impose in connection with (1) my failure to comply with the terms and conditions of this Note and (2) the release or satisfaction of any mortgage, financing statement or other security instrument appearing on the public record which relates to my obligations under this Note.

12. OTHER CHARGES

A. NSF Charge

LOAN ID#

1301360982

EXHIBIT 'D'

EMC
Mortgage
Corporation

May 8, 2007



Brian Sample
983 Cooper Ave
Grassflat, PA 16839

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 foreclosure. Specific information about the nature of the default is provided in the attached pages.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brian Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Cheltenham Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Pennel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM 2147 North Sixth Street Philadelphia, PA 19122 (215) 235-6788 * Chester, Delaware, Philadelphia	CCCS of Delaware Valley Catholic Social Services Building 7340 Jackson Street Philadelphia, PA 19136 (215) 563-5665 * Bucks, Philadelphia	Lycom-Clinton Co Comm to Comm Action 2138 Lincoln Street PO Box 3568 Williamsport, PA 17703 (570) 326-0587 * Centre, Clinton, Lycoming, Union
Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 * Chester, Delaware, Philadelphia	Comm. Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 * Philadelphia	Center for Family Services, Inc. 213 Center Street Meadville, PA 16335 (814) 337-8450 * Crawford, Venango
CCCS of Delaware Valley One Cherry Hill Suite 215 Cherry Hill, PA 08002 (215) 563-5665 * Philadelphia	Diversified Community Service Dixon House 1920 South 20th Street Philadelphia, PA 19145 215-336-3511 * Bucks, Chester, Delaware, Philadelphia	American Red Cross-Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 * Adams, Franklin, York
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh, PA 15222 (412) 227-4802 * Allegheny	Adams County Interfaith Housing Authority 40 E. High St Gettysburg, PA 17325 (717) 334-1518 * Adams, Cumberland, Franklin, York	Armstrong Co Community Action Agency 124 Armsdale Road Suite 211 Kittanning, PA 16201 (724) 548-3405 * Armstrong
CCCS of Western PA, Inc. Colonial Shopping Center 970 S. George St York, PA 17403 888-511-227 * Franklin, Fulton, Lancaster, York	Acom Housing of Pittsburg 5907 Penn Avenue Suite 300 Pittsburgh, PA 15206 412-441-7240 * Allegheny	CCCS of Western PA, Inc. 971 Third Street Beaver, PA 15009 888-511-2227 * Beaver
Housing Council of York 35 South Duke Street York, PA 17401 (717) 854-1541 * York	CCCS of Western PA, Inc. River Park Commons 2403 Sidney Street, Suite 400 Pittsburgh, PA 15203 888-511-2227 * Allegheny	Housing Opportunities of Beaver County 650 Corporation St. Suite 207 Beaver, PA 15009 (724) 728-7511 * Beaver, Lawrence
American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 (610) 874-1484 * Chester, Delaware	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665 * Delaware	CCCS of Delaware Valley 790 E. Market St. Suite 170 Marshall Bldg West Chester, PA 19382 (215) 563-5665 * Chester, Delaware
CCCS of Western Pennsylvania 312 Chestnut Street Suite 227 Meadville, PA 16335 888-511-2227 * Lawrence	PHFA 211 North Front Street Harrisburg, PA 17110 800-342-2397 * Cumberland, Dauphin	The Trehab Center of Northeastern PA 232 Sunrise Avenue Suite A1 Honesdale, PA 18431 (570) 253-8941 * Wayne
Bucks County Housing Group 515 West End Boulevard Quakertown, PA 18951 866-866-0280 * Bucks	Bucks County Housing Group, Inc 2324 Second Street Pike Suite 17 Wrightstown, PA 18940 866-866-0280 * Bucks	Bucks County Housing Group 200 West Bridge Street Morrisville, PA 19067 866-866-0280 * Bucks
CCCS of Delaware Valley Catholic Social Services Building 607 West Street Road Warminster, PA 18974 (215) 563-5665 * Bucks	The Trehab Center of Northeastern PA 115 SR 92S Tunkhannock, PA 18657 (570) 836-6840 * Wyoming	American Credit Counseling Institute 21 South Church Street West Chester, PA 19380 1-888-212-6741 * Chester
American Credit Counseling Institute 937 North Hanover Street Pottstown, PA 19460 888-212-6741 * Berks County		

* Indicates Counties Served

Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia

Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomer

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery

CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery

Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia

Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren

Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango

Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York

Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana

Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren

Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry

Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

EMC
Mortgage
Corporation

May 8, 2007



0 0 0 0 7 5 5 1 9 6
Brenda J Sample
983 Cooper Ave
Grassflat, PA 16839

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. **This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter **BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Cheltenham Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Serviced

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Penndel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Stafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Serviced

APM
2147 North Sixth Street
Philadelphia, PA 19122
(215) 235-6788
* Chester, Delaware, Philadelphia

Carroll Park Community Council, Inc.
5218 Master Street
Philadelphia, PA 19131
* Chester, Delaware, Philadelphia

CCCS of Delaware Valley
One Cherry Hill Suite 215
Cherry Hill, PA 08002
(215) 563-5665 * Philadelphia

Urban League Of Pittsburgh
Bldg. For Equal Opportunity
One Smithfield St.
Pittsburgh, PA 15222
(412) 227-4802 * Allegheny

CCCS of Western PA, Inc.
Colonial Shopping Center
970 S. George St
York, PA 17403
888-511-227
* Franklin, Fulton, Lancaster, York

Housing Council of York
35 South Duke Street
York, PA 17401
(717) 854-1541 * York

American Red Cross of Chester
1729 Edgemont Avenue
Chester, PA 19013
(610) 874-1484
* Chester, Delaware

CCCS of Western Pennsylvania
312 Chestnut Street Suite 227
Meadville, PA 16335
888-511-2227
* Lawrence

Bucks County Housing Group
515 West End Boulevard
Quakertown, PA 18951
866-866-0280
* Bucks

CCCS of Delaware Valley
Catholic Social Services Building
607 West Street Road
Warminster, PA 18974
(215) 563-5665
* Bucks

American Credit Counseling Institute
937 North Hanover Street
Pottstown, PA 19460
888-212-6741 * Berks County

CCCS of Delaware Valley
Catholic Social Services Building
7340 Jackson Street
Philadelphia, PA 19136
(215) 563-5665
* Bucks, Philadelphia

Comm. Devel. Corp of Frankford
Group Ministry
4620 Griscom Street
Philadelphia, PA 19124
(215) 744-2990
* Philadelphia

Diversified Community Service
Dixon House
1920 South 20th Street
Philadelphia, PA 19145
215-336-3511
* Bucks, Chester, Delaware, Philadelphia

Adams County Interfaith Housing Authority
40 E. High St
Gettysburg, PA 17325
(717) 334-1518
* Adams, Cumberland, Franklin, York

Acom Housing of Pittsburg
5907 Penn Avenue Suite 300
Pittsburgh, PA 15206
412-441-7240
* Allegheny

CCCS of Western PA, Inc.
River Park Commons
2403 Sidney Street, Suite 400
Pittsburgh, PA 15203
888-511-2227
* Allegheny

CCCS of Delaware Valley
280 North Providence Road
Media, PA 19063
(215) 563-5665
* Delaware

PHFA
211 North Front Street
Harrisburg, PA 17110
800-342-2397
* Cumberland, Dauphin

Bucks County Housing Group, Inc
2324 Second Street Pike Suite 17
Wrightstown, PA 18940
866-866-0280
* Bucks

The Trehab Center of Northeastern PA
115 SR 92S
Tunkhannock, PA 18657
(570) 836-6840
* Wyoming

Lycom-Clntn Co Comm fo Comm Action
2138 Lincoln Street PO Box 3568
Williamsport, PA 17703
(570) 326-0587
* Centre, Clinton, Lycoming, Union

Center for Family Services, Inc.
213 Center Street
Meadville, PA 16335
(814) 337-8450
* Crawford, Venango

American Red Cross-Hanover Chapter
529 Carlisle Street
Hanover, PA 17331
(717) 637-3768
* Adams, Franklin, York

Armstrong Co Community Action Agency
124 Armsdale Road Suite 211
Kittanning, PA 16201
(724) 548-3405
* Armstrong

CCCS of Western PA, Inc.
971 Third Street
Beaver, PA 15009
888-511-2227
* Beaver

Housing Opportunities of Beaver County
650 Corporation St. Suite 207
Beaver, PA 15009
(724) 728-7511
* Beaver, Lawrence

CCCS of Delaware Valley
790 E. Market St. Suite 170 Marshall Bldg
West Chester, PA 19382
(215) 563-5665
* Chester, Delaware

The Trehab Center of Northeastern PA
232 Sunrise Avenue Suite A1
Honesdale, PA 18431
(570) 253-8941
* Wayne

Bucks County Housing Group
200 West Bridge Street
Morrisville, PA 19067
866-866-0280
* Bucks

American Credit Counseling Institute
21 South Church Street
West Chester, PA 19380
1-888-212-6741
* Chester

* Indicates Counties Served

Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia

Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomer

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery

CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery

Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia

Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren

Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango

Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave. West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York

Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana

Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren

Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry

Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

May 8, 2007



Brian Sample
807 Johnson Rd
Grassflat, PA 16839-9628

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificaiion 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 inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brian Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS \$6,405.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne,
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Cheltenham Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Penn del, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

APM 2147 North Sixth Street Philadelphia, PA 19122 (215) 235-6788 * Chester, Delaware, Philadelphia	CCCS of Delaware Valley Catholic Social Services Building 7340 Jackson Street Philadelphia, PA 19136 (215) 563-5665 * Bucks, Philadelphia	Lycom-Clinton Co Comm to Comm Action 2138 Lincoln Street PO Box 3568 Williamsport, PA 17703 (570) 326-0587 * Centre, Clinton, Lycoming, Union
Carroll Park Community Council, Inc. 5218 Master Street Philadelphia, PA 19131 * Chester, Delaware, Philadelphia	Comm. Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 * Philadelphia	Center for Family Services, Inc. 213 Center Street Meadville, PA 16335 (814) 337-8450 * Crawford, Venango
CCCS of Delaware Valley One Cherry Hill Suite 215 Cherry Hill, PA 08002 (215) 563-5665 * Philadelphia	Diversified Community Service Dixon House 1920 South 20th Street Philadelphia, PA 19145 215-336-3511 * Bucks, Chester, Delaware, Philadelphia	American Red Cross-Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 * Adams, Franklin, York
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh, PA 15222 (412) 227-4802 * Allegheny	Adams County Interfaith Housing Authority 40 E. High St Gettysburg, PA 17325 (717) 334-1518 * Adams, Cumberland, Franklin, York	Armstrong Co Community Action Agency 124 Armsdale Road Suite 211 Kittanning, PA 16201 (724) 548-3405 * Armstrong
CCCS of Western PA, Inc. Colonial Shopping Center 970 S. George St York, PA 17403 888-511-227 * Franklin, Fulton, Lancaster, York	Acom Housing of Pittsburgh 5907 Penn Avenue Suite 300 Pittsburgh, PA 15206 412-441-7240 * Allegheny	CCCS of Western PA, Inc. 971 Third Street Beaver, PA 15009 888-511-2227 * Beaver
Housing Council of York 35 South Duke Street York, PA 17401 (717) 854-1541 * York	CCCS of Western PA, Inc. River Park Commons 2403 Sldney Street, Suite 400 Pittsburgh, PA 15203 888-511-2227 * Allegheny	Housing Opportunities of Beaver County 650 Corporation St. Suite 207 Beaver, PA 15009 (724) 728-7511 * Beaver, Lawrence
American Red Cross of Chester 1729 Edgemont Avenue Chester, PA 19013 (610) 874-1484 * Chester, Delaware	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665 * Delaware	CCCS of Delaware Valley 790 E. Market St. Suite 170 Marshall Bldg West Chester, PA 19382 (215) 563-5665 * Chester, Delaware
CCCS of Western Pennsylvania 312 Chestnut Street Suite 227 Meadville, PA 16335 888-511-2227 * Lawrence	PHFA 211 North Front Street Harrisburg, PA 17110 800-342-2397 * Cumberland, Dauphin	The Trehab Center of Northeastern PA 232 Sunrise Avenue Suite A1 Honesdale, PA 18431 (570) 253-8941 * Wayne
Bucks County Housing Group 515 West End Boulevard Quakertown, PA 18951 866-866-0280 * Bucks	Bucks County Housing Group, Inc 2324 Second Street Pike Suite 17 Wrightstown, PA 18940 866-866-0280 * Bucks	Bucks County Housing Group 200 West Bridge Street Morrisville, PA 19067 866-866-0280 * Bucks
CCCS of Delaware Valley Catholic Social Services Building 607 West Street Road Warminster, PA 18974 (215) 563-5665 * Bucks	The Trehab Center of Northeastern PA 115 SR 92S Tunkhannock, PA 18657 (570) 836-6840 * Wyoming	American Credit Counseling Institute 21 South Church Street West Chester, PA 19380 1-888-212-6741 * Chester
American Credit Counseling Institute 937 North Hanover Street Pottstown, PA 19460 888-212-6741 * Berks County		

* Indicates Counties Served

Housing Assoc. of Delaware Valley
1500 Walnut Street Suite 601
Philadelphia, PA 19102
(215) 545-6010
* Philadelphia

Housing Partnership of Chester County
41 West Lancaster Ave
Downingtown, PA 19335
610-518-1522
* Chester, Delaware, Montgomery

Northwest Counseling Service
5001 North Broad Street
Philadelphia, PA 19141
(215) 324-7500
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

Philadelphia Council for Commun. Action
100 North 17th Street Suite 600
Philadelphia, PA 19103
(215) 567-7803
* Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
1 Abington Plaza, Suite 403
Old York Road and Township Line
Jenkintown, PA 19046
800-490-3039
* Delaware, Montgomer

American Financial Counseling Services, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039
* Bucks, Chester, Delaware, Montgomery
* Philadelphia

CCCS of Delaware Valley
1777 Sentry Parkway West
Blue Bell, PA 19422
(215) 563-5665
* Montgomery

CCCS of Delaware Valley
1515 Market Street Suite 1325
Philadelphia, PA 19107
(215) 563-5665
* Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
412 Avenue of the States
PO Box 541
Chester, PA 19016
* Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
of Delaware County
2nd and Orange Streets
Media, PA 19063
610-891-5101
* Chester, Delaware, Montgomery

Urban League of Philadelphia
Tenn Penn Ctr - 1801 Market St. Suite 250
Philadelphia, PA 19103
(215) 561-6070
* Bucks, Delaware, Philadelphia

Booker T. Washington Center
1720 Holland Street
Erie, PA 16503
(814) 453-5744
* Crawford, Erie, Warren

Greater Erie Commun. Action Committee
18 West 9TH Street
Erie, PA 16501
(814) 459-4581
* Crawford, Erie, Warren, Venango

St. Martin Center
1701 Parade Street
Erie, PA 16503
(814) 452-6113
* Crawford, Erie, Warren, Venango

Warren-Forest Counties
Economic Opportunity Council
1209 Pennsylvania Ave, West
P.O. Box 547
Warren, PA 16365
(814) 726-2400
* Forest, Warren

CCCS of Lehigh Valley
3671 Crescent Court East
Whitehall, PA 18052
(610) 821-4011 OR 1-800-220-2733
* Berks, Bucks, Carbon, Lancaster, Lehigh
* Northampton, Schuylkill

Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
* Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
163 Amber Lane
Wilkes-Barre, PA 18702
(570) 826-0510 OR 1-800-822-0359
* Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
* Berks, Carbon, Lebanon, Lehigh, Luzerne
* Northampton, Schuylkill

CCCS of Western PA
2000 Linglestown Road
Harrisburg, PA 17102
888-511-2227
* Adams, Cumberland, Dauphin, Franklin
* Perry, Snyder, York

Community Action Commission
of Capital Region
1514 Derry Street
Harrisburg, PA 17094
* Snyder

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
888-511-2227
* Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
1 North Gate Square #2 Garden Center Dr
Greensburg, PA 15601
888-511-2227
* Somerset, Westmoreland, Washington
* Fayette, Greene, Indiana

Center for Community Services
10241 Lincoln Highway
Everett, PA 15537
(814) 623-9129
* Somerset, Blair, Bedford, Cambria
* Fulton, Huntingdon

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108
* Crawford, Warren

Huntington Co Housing Svcs.
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Perry

Loveship, Inc.
2320 North 5th Street
Harrisburg, PA 17110
(717) 232-2207
* Cumberland, Dauphin, Perry

Maranatha
43 Philadelphia Avenue
Waynesboro, PA 17268
(717) 762-3285
* Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
Community Action Agency Inc
137 North Beeson Avenue
Uniontown, PA 15401
(724) 437-6050 OR 1-800-427-INFO
* Fayette, Somerset

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252
* Susquehanna

May 8, 2007



Brenda J Sample
807 Johnson Rd
Grassflat, PA 16839-9628

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.

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS CONTAINED ON PAGE FOUR

The Homeowners' Emergency 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, 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 Notificación en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notificación obtenga una traducción inmediatamente llamando esta agencia (Pennsylvania Housing Finance Agency) sin cargos al número mencionado arriba. Puedes ser elegible para un préstamo por el programa llamado "Homeowners' Emergency Mortgage Assistance Program" al cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.

HOMEOWNER'S NAME:	Brenda J Sample
PROPERTY ADDRESS:	983 Cooper Ave Grassflat, PA 16839
LOAN ACCOUNT NUMBER:	0002907350
CURRENT SERVICER	EMC Mortgage Corporation

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 provision of the Homeowners' 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, 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 the 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 counseling agencies listed at the end of this Notice. **This meeting must occur within the next thirty (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 attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice, the lender may NOT take further action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer counseling agencies for the county in which your property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. You should advise this 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 Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance 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 completed 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 additional 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 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 983 Cooper Ave Grassflat, PA 16839 IS SERIOUSLY IN DEFAULT because:

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

(a) Monthly payments from 01/05/2007:	\$2,166.20
(b) Late charge(s) :	\$506.04
(c) Other charge(s): NSF and Advances	\$3,732.93
(d) Less: Credit Balance	\$0.00
(e) Total amount required as of 05/07/2007:	\$6,405.17

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (if applicable):

HOW TO CURE THE DEFAULT - You may cure this default within THIRTY (30) days from the date of this letter BY PAYING THE TOTAL AMOUNT PAST DUE TO LENDER, WHICH IS **\$6,405.17**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES (and other 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 to EMC Mortgage Corporation at Po Box 660530 Dallas, TX 75266-0530.

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) days of this letter date, the lender intends to exercise its right to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately, and you may lose the chance to pay the mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) days of the letter date, EMC Mortgage Corporation also intends to instruct their attorneys to start a 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 they begin legal proceedings against you, you will have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees actually incurred even if they are over \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include their reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorneys' 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 charges, charges then due, reasonable attorneys' 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 sheriff's sale could be held would be approximately five (5) 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:	EMC Mortgage Corporation
Address:	Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
Telephone Number:	1-888-609-2379

EFFECT OF SHERIFF'S SALE - You should realize that a sheriff's sale would 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 furniture and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT

- To sell the property to obtain money to pay off the mortgage debt, or 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. (However, you are not entitled to this right more than three times in a 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.

EMC Mortgage Corporation is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing at the address above within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgement entered against you.**
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.**

Sincerely,
EMC Mortgage Corporation

**Mac Arthur Ridge II, 909 Hidden Ridge Drive, Suite 200, Irving, Texas 75038
MAILING ADDRESS: P.O. Box 141358, Irving, Texas 75014-1358**

Appendix B
Consumer Credit Counseling Agency
Notification To:

Date: _____

Name of Mortgagee: _____

Address: _____

In accordance with the Pennsylvania Homeowner's Emergency Mortgage Assistance Program (Act 91 of 1983), we have been approached for mortgage counseling assistance by:

Name of Applicant

Address

Telephone Number

Mortgage Loan Number

Address of property on which mortgage is in default,
If different from above.

The counseling agency met with the above named applicant on _____
Date

Who have indicated that they are more than sixty (60) days delinquent on their mortgage payments and have received notification to foreclosure from:

Name and Address of Mortgage

In accordance with the Homeowner's Emergency Mortgage Assistance Program, this is to inform you that:

1. If the delinquency cannot be resolved within the 30 day forbearance period as provided by the Servicer, the applicant listed above may apply to the Pennsylvania Housing Finance Agency for Homeowner's Emergency Mortgage Assistance.
2. By a copy of this Notice, we are notifying all other mortgagees, if any, which the applicant has indicated as also having a mortgage on the property identified above.
3. It is our understanding that the 30 day forbearance period in which we are now in ends on _____.
4. No legal action to enforce the mortgage may occur during this forbearance period, unless procedural time limits were not met by the homeowner.

* Indicates Counties Served

JFK Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
* Crawford, Elk, Erie, Jefferson, McKean, Venango

Northern Tier Community Action Corp.
P.O. Box 389 135 West 4th St.
Emporium, PA 15834
(814) 486-1161
* Cameron, Elk, McKean, Potter

CCCS of Western PA
1138 N. Main St. Extension
Butler, PA 16001
888-511-2227
* Butler, Clarion, Jefferson, Mercer, Venango

Shenango Valley Urban League, Inc.
601 Indiana Avenue
Farrell, PA 16121
(724) 981-5310
* Crawford, Lawrence, Mercer

CCCS of Northeastern PA
202 W. Hamilton Ave.
State College, PA 16801
(814) 238-3668
* Blair, Centre, Clearfield, Clinton, Huntingdon, Juniata, Mifflin

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
888-511-2227
* Armstrong, Bedford, Blair, Cambria, Centre, Clearfield, Huntingdon
* Juniata, Mifflin, Union

Huntingdon County Housing Services
Weatherization Inc.
917 Mifflin Street
Huntingdon, PA 16652
(814) 643-2343
* Bedford, Blair, Fulton, Huntingdon, Juniata, Mifflin

CCCS of Northeastern PA
1400 Abington Executive Park Suite 1
Clarks Summit, PA 18411
570-587-9163
* Bradford, Carbon, Columbia, Lackawanna, Lycoming, Monroe,
* Montour, Northumberland, Pike, Sullivan, Tioga, Union, Wayne
* Wyoming

CCCS of Northeastern PA
Genetti Towers
77 E Market Street, 7th Floor
Wilkes-Barre, PA 18702
570-821-0837
* Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe
* Montour, Pike, Susquehanna, Sullivan, Tioga, Union, Wayne, Wyoming

CCCS of Northeastern PA
411 Main Street Suite 102E
Stroudsburg, PA 18360
(570) 420-8980 or 800-922-9537
* Bradford, Carbon, Monroe, Pike, Wayne

Community Action Development Comm-CADCOM
113 E Main St
Norristown, PA 19401
(610) 277-6363
* Montgomery

Germantown Settlement
218 W. Chelton Avenue
Philadelphia, PA 19144
215-849-3104
* Bucks, Chester, Delaware, Montgomery, Philadelphia

HACE
167 W. Allegheny Ave. 2nd Floor
Philadelphia, PA 19140
(215) 426-8025
* Bucks, Chester, Delaware, Philadelphia

Housing Assoc. of Delaware Valley
658 North Watts Street
Philadelphia, PA 19123
(215) 978-0224
* Philadelphia

Community Action Committee of the Lehigh Valley
1337 East Fifth Street
Bethlehem, PA 18015
610-691-5620
* Berks, Carbon, Lehigh, Monroe, Northampton

Acom Housing Corporation
846 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
* Bucks, Chester, Delaware, Montgomery, Philadelphia

CCCS of Northeastern PA
201 Basin Street Suite 6
Williamsport, PA 17701
(570) 323-6627
* Centre, Clinton, Lycoming, Northumberland, Union

American Credit Counseling Institute
845 Coates St.
Coatesville, PA 19320
(888) 212-6741
* Bucks, Chester, Montgomery, Philadelphia

American Credit Counseling Institute
530 West Street Rd Suite 201
Warminster, PA 18974
* Bucks, Montgomery, Philadelphia

American Credit Counseling Institute
528 Dekalb Street
Norristown, PA 19401
(610) 971-2210
* Montgomery

The Trehab Center of Northeastern PA
10 Public Ave Po Box 366
Montrose, PA 18801
(570) 278-3338 or 1-800-982-4045
* Susquehanna

* Indicates Counties Served

Keystone Economic Develop. Corp
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
* Bedford, Blair, Cambria, Clearfield, Indiana, Somerset, Westmoreland

Tableland Services Inc.
535 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
* Armstrong, Cambria, Fayette, Somerset, Westmoreland

The Trehab Center of Northeastern PA
German Street PO Box 389
Dushore, PA 18614
(570) 928-9667
* Sullivan

Action Housing, Inc
425 6th Avenue Suite 950
Pittsburgh, PA 15219 (800) 792-2801 or
(412) 391-1956 or (412) 281-2102
* Allegheny, Beaver, Butler, Fayette, Greene, Washington, Westmoreland

CCCS of Western PA, Inc.
90 East Chestnut Street
Washington, PA 15301
888-511-2227
* Washington

Community Action Southwest
58 East Greene Street
Waynesburg, PA 15370
(724) 852-2893
* Allegheny, Fayette, Greene, Washington, Westmoreland

Tabor Community Services, Inc.
439 E. King Street PO Box 1676
Lancaster, PA 17608
(717) 397-5182 OR 1-800-788-5062
* Chester, Lancaster, Lebanon

American Financial Counseling Services
906 Penn Avenue
Wyomissing, PA 19610
610-378-5140
* Berks

CCCS of Western PA, Inc.
199 Edison Street
Uniontown, PA 15401
888-511-2227 * Fayette County

Bucks County Housing Group
349 Durham Road
Perndel, PA 19047
866-866-0280 * Bucks County

American Credit Counseling Institute
300 North Pottstown Pike Suite 210
Exton, PA 19341
888-212-6741
* Berks, Bucks, Montgomery

Indiana Co. Community Action Program
827 Water Street Box 187
Indiana, PA 15701
(724) 465-2657
* Armstrong, Cambria, Clearfield, Indiana, Jefferson
* Westmoreland

New Life Commun Housing Devel Corp
712 Hawkins Avenue
Braddock, PA 15104
412-351-4077
* Allegheny, Washington, Westmoreland

Community Action Southwest
150 West Beau Street Suite 304
Washington, PA 15301
(724) 225-9550
* Washington

FOB CDC
1201 West Olney Avenue
Philadelphia, PA 19141
215-549-8755
* Chester, Delaware, Philadelphia

Pennsylvania Housing Finance Agency
2275 Swallow Hill road Bldg 200
Pittsburgh, PA 15220
(412) 429-2842
* Allegheny

CCCS of Western PA
4402 Peach Street
Erie, PA 16509
1-888-511-2227 ext 108 * Erie County

American Financial Counseling Svcs, Inc.
175 Strafford Avenue, Suite One
Wayne, PA 19087
800-490-3039 * Delaware County

CCCS of Western PA
917A Logan Blvd: Royal/Remax Plaza
Altoona, PA 16602
888-511-2227
* Cameron

The Trehab Center of Northeastern PA
The Enterprise Center
703 S. Elmer Avenue
Sayre, PA 18840
(570) 888-0412
* Bradford

Bucks County Housing Group
470 Old Dublin Pike
Doylestown, PA 18901
866-866-0280

The Trehab Center of Northeastern PA
144 E. East Avenue
Wellsboro, PA 16901
(570) 724-5252 * Tioga County

* Indicates Counties Served

Housing Assoc. of Delaware Valley
 * 1500 Walnut Street Suite 601
 Philadelphia, PA 19102
 (215) 545-6010
 * Philadelphia

Housing Partnership of Chester County
 41 West Lancaster Ave
 Downingtown, PA 19335
 610-518-1522
 * Chester, Delaware, Montgomery

Northwest Counseling Service
 5001 North Broad Street
 Philadelphia, PA 19141
 (215) 324-7500
 * Bucks, Chester, Delaware, Montgomery
 * Philadelphia

Philadelphia Council for Commun. Action
 100 North 17th Street Suite 600
 Philadelphia, PA 19103
 (215) 567-7803
 * Chester, Delaware, Montgomery, Philadelphia

American Financial Counseling Services
 1 Abington Plaza, Suite 403
 Old York Road and Township Line
 Jenkintown, PA 19046
 800-490-3039
 * Delaware, Montgomer

American Financial Counseling Services, Inc.
 175 Stafford Avenue, Suite One
 Wayne, PA 19087
 800-490-3039
 * Bucks, Chester, Delaware, Montgomery
 * Philadelphia

CCCS of Delaware Valley
 1777 Sentry Parkway West
 Blue Bell, PA 19422
 (215) 563-5665
 * Montgomery

CCCS of Delaware Valley
 1515 Market Street Suite 1325
 Philadelphia, PA 19107
 (215) 563-5665
 * Bucks, Delaware, Montgomery, Philadelphia

Chester Community Improvement Project
 412 Avenue of the States
 PO Box 541
 Chester, PA 19016
 * Chester, Delaware, Montgomery, Philadelphia

Community Action Agency
 of Delaware County
 2nd and Orange Streets
 Media, PA 19063
 610-891-5101
 * Chesler, Delaware, Montgomery

Urban League of Philadelphia
 Tenn Penn Ctr - 1801 Market St. Suite 250
 Philadelphia, PA 19103
 (215) 561-6070
 * Bucks, Delaware, Philadelphia

Booker T. Washington Center
 1720 Holland Street
 Erie, PA 16503
 (814) 453-5744
 * Crawford, Erie, Warren

Greater Erie Commun. Action Committee
 18 West 9TH Street
 Erie, PA 16501
 (814) 459-4581
 * Crawford, Erie, Warren, Venango

St. Martin Center
 1701 Parade Street
 Erie, PA 16503
 (814) 452-6113
 * Crawford, Erie, Warren, Venango

Warren-Forest Counties
 Economic Opportunity Council
 1209 Pennsylvania Ave, West
 P.O. Box 547
 Warren, PA 16365
 (814) 726-2400
 * Forest, Warren

CCCS of Lehigh Valley
 3671 Crescent Court East
 Whitehall, PA 18052
 (610) 821-4011 OR 1-800-220-2733
 * Berks, Bucks, Carbon, Lancaster, Lehigh
 * Northampton, Schuylkill

Budget Counseling Center
 247 North Fifth Street
 Reading, PA 19601
 (610) 375-7866
 * Berks, Chester, Schuylkill

Comm. on Econ Opportunity of Luzerne
 163 Amber Lane
 Wilkes-Barre, PA 18702
 (570) 826-0510 OR 1-800-822-0359
 * Carbon, Luzerne, Schuylkill, Wyoming

Schuylkill Community Action
 225 N. Centre Street
 Pottsville, PA 17901
 (570) 622-1995
 * Berks, Carbon, Lebanon, Lehigh, Luzerne
 * Northampton, Schuylkill

CCCS of Western PA
 2000 Linglestown Road
 Harrisburg, PA 17102
 888-511-2227
 * Adams, Cumberland, Dauphin, Franklin
 * Perry, Snyder, York

Community Action Commission
 of Capital Region
 1514 Derry Street
 Harrisburg, PA 17094
 * Snyder

CCCS of Western PA
 219-A College Park Plaza
 Johnstown, PA 15904
 888-511-2227
 * Cambria, Clearfield, Indiana, Somerset

CCCS of Western PA, Inc.
 1 North Gate Square #2 Garden Center Dr
 Greensburg, PA 15601
 888-511-2227
 * Somerset, Westmoreland, Washington
 * Fayette, Greene, Indiana

Center for Community Services
 10241 Lincoln Highway
 Everett, PA 15537
 (814) 623-9129
 * Somerset, Blair, Bedford, Cambria
 * Fulton, Huntingdon

CCCS of Western PA
 4402 Peach Street
 Erie, PA 16509
 1-888-511-2227 ext 108
 * Crawford, Warren

Huntington Co Housing Svcs.
 Weatherization Inc.
 917 Mifflin Street
 Huntingdon, PA 16652
 (814) 643-2343
 * Perry

Loveship, Inc.
 2320 North 5th Street
 Harrisburg, PA 17110
 (717) 232-2207
 * Cumberland, Dauphin, Perry

Maranatha
 43 Philadelphia Avenue
 Waynesboro, PA 17268
 (717) 762-3285
 * Adams, Cumberland, Franklin, Fulton, Perry

Fayette Co.
 Community Action Agency Inc
 137 North Beeson Avenue
 Uniontown, PA 15401
 (724) 437-6050 OR 1-800-427-INFO
 * Fayette, Somerset

The Trehab Center of Northeastern PA
 144 E. East Avenue
 Wellsboro, PA 16901
 (570) 724-5252
 * Susquehanna

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.


Becky North -
Assistant Secretary

EMC MORTGAGE CORPORATION,
ATTORNEY-IN-FACT FOR LASALLE
BANK NATIONAL ASSOCIATION AS
TRUSTEE FOR CERTIFICATEHOLDERS OF
BEAR STEARNS ASSET BACKED
SECURITIES TRUST 2003-ABF1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2003-ABF1