

07-1576-CD
HSBC Bank vs T. Williamson al

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447
DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-28062

HSBC Bank USA, N.A., as Trustee on behalf
of ACE Securities Corp. Home Equity Loan
Trust and for the registered holders of ACE
Securities Corp. Home Equity Loan Trust,
Series 2005-SD3, Asset Backed Pass-
Through Certificates

PLAINTIFF

VS.

Theora M. Williamson aka Theora
Williamson

RR1 Box 368

Philipsburg, PA 16866

Sheila M. Clutter

RR1 Box 368

Philipsburg, PA 16866

DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-1576-CD

Ad \$85.00 Att'y
FILED No CC to Att'y.
M/11/07 am 30CSht
SEP 26 2007
WAS

William A. Shaw
Prothonotary/Clerk of Courts

COMPLAINT - CIVIL ACTION
MORTGAGE FORECLOSURE

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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.

Allegheny County Bar Association
400 Koppers Bldg.
436 7th Avenue
Pittsburgh, PA 15219
412-261-0518

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW
FIRM IS DEEMED TO BE A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTICIA

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

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

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Philipsburg, PA 16866

DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home
Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan
Trust, Series 2005-SD3, Asset Backed Pass-Through Certificates, the address of which is, 12650
Ingenuity Drive Orlando, Florida 32826, brings this action of mortgage foreclosure upon the
following cause of action:

1. (a) Parties to Mortgage:
Mortgagee: National City Bank of Pennsylvania
Mortgagor(s): Theora Williamson and Sheila M. Clutter
- (b) Date of Mortgage: October 18, 1999

(c) Place and Date of Record of Mortgage:

Recorder of Deeds
Centre County
Instrument # 199917651
Date: October 25, 1999

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments:

Assignor: National City Bank of Pennsylvania
Assignee: HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp.
Home Equity Loan Trust and for the registered holders of ACE Securities Corp.
Home Equity Loan Trust, Series 2005-SD3, Asset Backed Pass-Through
Certificates
Date of Assignment: As Recorded
Recording Date: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as RR1 Box 368, Philipsburg, Pa 16866 and is more specifically described as attached as part of Exhibit "A":
4. The name and mailing address of each Defendant is:
Theora M. Williamson aka Theora Williamson, RR1 Box 368, Philipsburg, PA 16866;
Sheila M. Clutter, RR1 Box 368, Philipsburg, PA 16866
5. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
6. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of May 15, 2007 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

7. The following amounts are due as of September 14, 2007:

Principal of Mortgage debt due and unpaid	\$41,360.50
Interest currently due and owing at 11.25% per annum calculated from April 15, 2007 at \$12.75 each day	\$1,950.75
Late Charge of \$40.17 per month assessed on the 16th of each month from May 30, 2007 to August 30, 2007, (4 Months)	\$160.68
Suspense/Unapplied Balance	(\$209.15)
Accrued Late Charges	\$944.00
Appraisal Fees	\$625.00
NSF Check Fee	\$20.00
Property Inspection	\$21.00
Prior Servicer Fees	\$707.52
Certified Mail Cost	\$51.37
Title Search/Report Fees	\$600.00
Attorneys' Fees and Costs	\$2,068.02
<u>TOTAL</u>	\$48,299.69

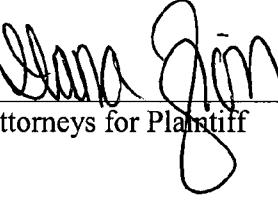
8. Interest accrues at a per diem rate of 12.75 each day after September 14, 2007, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.
9. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
10. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "B".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendants, jointly and severally, in the amount set forth in paragraphs 7 and 8, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: _____

BY: _____


Attorneys for Plaintiff

S & K File No. 06-28062

Mail to: National City Bank
P.O. Box 5570, Loc. #7120
Cleveland, Ohio 44101

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
199917651
RECORDED ON
12-25-1999
12:07:08 PM

SEARCH FEES - \$13.00
CODEX
JUDY IMPROVEMENT \$1.00
TAXES
PROTECTION FUND
STATE WRT TAX
JIAL

36-2-6
Theora Williamson
800008291

Mortgage

THIS MORTGAGE is made on 10/18/1999, between THEORA WILLIAMSON AND SHEILA M CLUTTER
WIDOW

hereinafter called "Owner") and National City Bank of Pennsylvania (hereinafter called "Lender"). As used herein, the term "Owner" refers individually and collectively to all Owners, and all such persons shall be jointly and severally bound by the terms hereof.

WHEREAS, THEORA M. WILLIAMSON (hereinafter, whether one or more, called, the "Borrower"), is (are) indebted to Lender in the principal sum of Forty One Thousand Three Hundred Sixty and 50/100 Dollars (41,360.50) evidenced by a note (the "Note") dated 10/18/1999.

TO SECURE: the payment of all sums due or which may become due under the Note, and any and all extensions, refinancings, substitutions, modifications or renewals thereof in whole or in part (all of which is hereinafter called the "Indebtedness"); Borrower's obligations under the Note; Owner's performance under this Mortgage; the payment of all other amounts, with interest, advanced hereunder for the payment of taxes, assessments, insurance premiums and costs incurred to protect the security of this Mortgage; and the payment of Lender's costs of collection, including costs of suit and reasonable attorneys' fees to the extent permitted by law if suit is filed or other action taken to collect the sums owing or to protect the security of this Mortgage; Owner by these presents does grant, bargain, sell, and convey unto Lender, its successors, and its assigns herein, located at:

Box 368 DECATUR PHILLIPSBURG PA 168660000 CLEARFIELD
Street Township/City/Municipality/Borough County

Commonwealth of Pennsylvania (the "Property"), which was conveyed to Owner by Deed dated 03/27/1997, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 1628, Page 356, Tax Parcel Number (or other Uniform Parcel Identifier, if any) 112-P12-151-0-21139, as the Property is therein described and, if this box is checked, as the Property is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said Lender, its successors and its assigns, FOREVER.

PROVIDED, HOWEVER, upon payment in full of the Indebtedness and performance of the covenants herein, the estate hereby granted shall be discharged.

OWNER represents, warrants, covenants, and agrees that:

1. Borrower shall promptly pay to Lender interest, principal and other sums due under the Note, in accordance with the terms of the Note.

2. Owner will keep and perform all the covenants and agreements contained herein.

3. Owner warrants and represents to Lender that: Owner is the sole owner of the Property; has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Owner will defend the title to the Property against all claims and demands except encumbrances now recorded.

4. Owner will pay when due all taxes, assessments, levies, and other charges on or against the Property which will attain priority over this Mortgage. At Lender's request, Owner shall deliver written evidence of all such payments to Lender.

5. Owner will not sell, enter into an installment sale contract for the sale of, lease, give, transfer, or encumber the Property or any right or interest in the Property, in whole or in part, without Lender's prior written permission.

6. Owner shall keep the Property in good repair, excepting only reasonable wear and tear. Owner will comply with all laws respecting ownership and use of the Property. Owner will permit Lender's authorized representatives to enter upon the Property at any reasonable time for the purpose of inspecting the condition of the Property. Without the written consent of Lender, Owner will not permit removal or demolition of improvements now or hereafter erected on the Property, nor will Owner permit waste of the Property or alteration of improvements now or hereafter erected on the Property which would adversely affect its market value as determined by Lender.

7. Owner shall keep the Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Lender shall require, in such amounts as Lender shall require. Owner shall purchase flood insurance as and to the extent required by law. Owner may obtain such insurance from any insurer(s) of Owner's choice, provided that said insurer(s) shall be acceptable to Lender. At Lender's request, all insurance policies shall contain loss payable clauses in favor of Lender and Owner shall deliver written evidence of all such insurance to the Lender.

In the event of loss, Owner shall give prompt notice to the insurer and Lender. Lender at its option may elect to make proof of loss if Owner does not do so promptly, and to take any action it deems necessary to preserve Owner's or Lender's rights under any insurance policy.

Insurance proceeds shall be applied to restoration or repair of the Property or to reduction of the Indebtedness, as Lender may determine in its sole discretion. Owner hereby appoints Lender, its successors, and assigns as Owner's attorney in fact to endorse Owner's name to any draft or check which may be payable to Owner in order to collect such insurance proceeds. Any balance of insurance proceeds remaining after payment in full of amounts due hereunder shall be paid to Owner.

8. Owner will pay or perform all obligations under any mortgage, lien or security agreement which has priority over this Mortgage.

46/959

(Rev. 5/90) 0220P

Exhibit "A"

8. If Owner fails to perform any of the obligations or duties required by the covenants and agreements in this Mortgage, Lender may at its option elect to do so and advance those amounts that it deems necessary to protect the Property and/or Lender's rights in the Property and under this Mortgage. Owner hereby agrees to repay to Lender on demand all sums which Lender has advanced, with interest thereon at the rate of interest stated in the Note; and all sums so paid, together with interest thereon, until repaid to Lender shall be part of the Indebtedness and be secured hereby.

9. Subject to the rights of the holders of any prior mortgage, Owner hereby assigns to Lender all proceeds of any award in connection with any condemnation or other taking of the Property or any part thereof, or payment for conveyance in lieu of condemnation.

10. If this Mortgage is on a unit in a condominium or a planned unit development, Owner shall perform all of Owner's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules and regulations of the condominium or planned unit development, and related documents.

11. As additional security hereunder, Owner hereby assigns to Lender any and all leases on the Property, now existing or which may hereafter be made, together with any and all rents and Owner's rights as landlord under law; provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.

12. Owner will be in default under this Mortgage: in the event of any breach of any warranty, covenant, or agreement contained in this Mortgage; or if any representation or warranty contained herein proves to be false or misleading; or in the event of any default under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Indebtedness; or if any other creditor tries to take the Property by legal process; or if bankruptcy proceedings are filed by or against any Owner; or if any tax lien or levy is filed against the Property or any Owner; or if the Property is destroyed, seized or condemned by any governmental authority; or if any Owner dies. To the extent permitted by law, if Owner is in default under this Mortgage, Lender may, at its option, after any notice required by law, declare due and payable the unpaid balance of all amounts accrued by this Mortgage and owing under the Note. Lender may, in addition to exercising any rights which Lender may have under the Note, any agreement securing repayment of, or relating to, any portion of the Indebtedness, or otherwise provided by law, foreclose the Mortgage, take possession of the Property, collect any and all rents and sell the Property for the collection of the Indebtedness. If a mortgage foreclosure action or other action is filed on this Mortgage, or if Lender takes any action to protect or enforce its interest, Owner agrees to pay all of Lender's costs and expenses, including reasonable attorneys' fees to the extent permitted by law.

13. Lender's rights and remedies under this Mortgage; the Note or otherwise by law shall be cumulative and not alternative and may be exercised often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

14. Lender may deal with Borrower(s), the Indebtedness and any collateral security therefor in such manner as Lender may deem appropriate or advisable including without limitation, renewing or extending the Indebtedness or any part thereof, accepting partial payment, substituting or releasing other collateral for the Indebtedness, releasing and discharging from liability Borrower(s) or any Cosigner or other person liable for all or part of the Indebtedness, all without impairing the obligations of Owner or the rights of Lender hereunder.

15. Except for any notice required under applicable law to be given in another manner, any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.

16. The covenants, conditions, and agreements contained herein shall bind the Owner's heirs, personal representatives and successors and, subject to Paragraph 5, any person to whom the Property is transferred. The rights and privileges contained herein shall inure to the Lender's successors and assigns. Lender can sell, transfer or assign this Mortgage without Owner's consent.

17. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

18. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Note.

19. Owner's obligations under paragraphs, 4, 7, 8, 9 and 13 shall survive any judgment in mortgage foreclosure.

20. Any Owner who signs this Mortgage but does not sign the Note does so only to mortgage Owner's interest in the Property to secure payment and performance of the Note and Owner does not agree to be personally liable on the Note.

WITNESS WHEREOF, and Intending to be legally bound, each Owner has duly executed this Mortgage the day and year first above written.

WITIERS

Frank M. Williams
Frank M. Clutter

(SEAL)

ACKNOWLEDGMENT

THE COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny

On the 18th day of October, 1999, before me, the undersigned officer (who certifies that he/she is not an officer or director of National City Bank of Pennsylvania), personally appeared THEORA WILLIAMSON A/K/A THEORA MARIE BILLIAMSON, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

1100 J. Neurosci., November 1, 2006 • 26(44):1093–1100

Notarial Seal
Thomas P. Brea, Notary Public
McCandless Twp., Allegheny County
My Commission Expires Feb. 25, 2009

Notary Public

CERTIFICATE OF RESIDENCE

Member PENNSYLVANIA ASSOCIATION OF HISTORICAL SOCIETIES
Hess, do research on the life and death of George Washington, 6721 McKnight Road, Pittsburgh, PA 15237

Agent for Mortgage

◎ 人物

Date: 12/27/06

Theora M. Williamson a/k/a Theora Williamson
RR1 Box 368
Philipsburg, PA 16866

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home.

This notice explains how the program works.

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

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

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

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

Exhibit "B"

HOMEOWNER'S NAME(S): Theora M. Williamson a/k/a Theora Williamson
and Sheila M. Clutter
PROPERTY ADDRESS: RR1 Box 368, Philipsburg, PA 16866
LOAN ACCT. NO.: 33758681
ORIGINAL LENDER: National City Bank of Pennsylvania
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC
LAW FIRM FILE NO.: 06-28062

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT- The MORTGAGE debt held by the above lender on your property located at: RR1 Box 368, Philipsburg, PA 16866
IS SERIOUSLY IN DEFAULT because:

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

September 15, 2006 to December 15, 2006 @ <u>\$509.69</u>	=	<u>\$2,038.76</u>
Late Charges: from September 30, 2006 to November 30, 2006 @ <u>\$40.17</u>	=	<u>\$120.51</u>
Pre-Default Late Charges:	=	<u>\$702.98</u>
Suspense Credit to Borrower:		<u>\$(158.00)</u>
Escrow Advance:		<u>\$183.51</u>
Inspection Fees:		<u>\$21.00</u>
Appraisal Fees:		<u>\$514.00</u>
TOTAL AMOUNT PAST DUE:	=	<u>\$3,422.76</u>

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,422.76, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Ocwen Loan Servicing, LLC
Cashiering Department
12650 Ingenuity Drive
Orlando, FL 32826

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

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

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

OTHER LENDER REMEDIES-The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

HOW TO CONTACT THE LENDER:

Name of Lender: C/O The Law Firm of Shapiro and Kreisman

Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406

Phone number: (610) 278-6800

Fax number: (610) 278-9980

Contact person: Ilana Zion, Esquire

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

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

YOU ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

HEMAP Consumer Credit Counseling Agencies

CENTRE County

CCCS of Northeastern PA
201 Basin Street
Williamsport, PA 17701
Suite 6
570.323.6627
800.922.9537

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.922.9537

CCCS of Western PA
Royal Remax Plaza
Altoona, PA 16602
917 A Logan Boulevard
888.511.2227

Lycom.Clntr Co Comm fo Comm Action
2138 Lincoln Street
Williamsport, PA 17703
P.O. Box 3568
570.326.0587

Date: 12/27/06

Sheila M. Clutter
RR1 Box 368
Philipsburg, PA 16866

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home.

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Theora M. Williamson a/k/a Theora Williamson
and Sheila M. Clutter
PROPERTY ADDRESS: RR1 Box 368, Philipsburg, PA 16866
LOAN ACCT. NO.: 33758681
ORIGINAL LENDER: National City Bank of Pennsylvania
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC
LAW FIRM FILE NO.: 06-28062

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: RR1 Box 368, Philipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

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

September 15, 2006 to December 15, 2006 @ \$509.69 = \$2,038.76

Late Charges: from September 30, 2006 to November 30, 2006 @ \$40.17 = \$120.51

Pre-Default Late Charges: = \$702.98

Suspense Credit to Borrower: = \$(158.00)

Escrow Advance: = \$183.51

Inspection Fees: = \$21.00

Appraisal Fees: = \$514.00

TOTAL AMOUNT PAST DUE: = \$3,422.76

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,422.76, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Ocwen Loan Servicing, LLC
Cashiering Department
12650 Ingenuity Drive
Orlando, FL 32826

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

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EARLIEST POSSIBLE SHERIFF'S SALE DATE-It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

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Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406

Phone number: (610) 278-6800

Fax number: (610) 278-9980

Contact person: Ilana Zion, Esquire

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

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- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
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- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

HEMAP Consumer Credit Counseling Agencies

CENTRE County

CCCS of Northeastern PA
201 Basin Street
Williamsport, PA 17701
Suite 6
570.323.6627
800.922.9537

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.922.9537

CCCS of Western PA
Royal Remax Plaza
Altoona, PA 16602
917 A Logan Boulevard
888.511.2227

Lycom.Clntr Co Comm fo Comm Action
2138 Lincoln Street
Williamsport, PA 17703
P.O. Box 3568
570.326.0587

VERIFICATION

Ilana Zion, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

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

SHAPIRO & KREISMAN, LLC

BY: _____

Ilana Zion, Esquire
Attorney for Plaintiff

Dated: 9/24/07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103236
NO: 07-1576-CD
SERVICE # 1 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A. as Trustee

vs.

DEFENDANT: THEORA M. WILLIAMSON aka THEORA WILLIAMSON and SHEILA M. CLUTTER

SHERIFF RETURN

NOW, October 02, 2007 AT 9:48 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON THEORA M. WILLIAMSON aka THEORA WILLIAMSON DEFENDANT AT RR#1 BOX 368 aka 123 BLUE SPRUCE ROAD, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THEORA M. WILLIAMSON AKA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
01/15/08 cm
JAN 25 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103236
NO: 07-1576-CD
SERVICE # 2 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A. as Trustee

vs.

DEFENDANT: THEORA M. WILLIAMSON aka THEORA WILLIAMSON and SHEILA M. CLUTTER

SHERIFF RETURN

NOW, September 28, 2007 AT 3:09 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHEILA M CLUTTER DEFENDANT AT RR#1 BOX 368 aka 123 BLUE SPRUCE ROAD, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THEORA WILLIAMSON, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103236
NO: 07-1576-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A. as Trustee

vs.

DEFENDANT: THEORA M. WILLIAMSON aka THEORA WILLIAMSON and SHEILA M. CLUTTER

SHERIFF RETURN

NOW, September 28, 2007 AT 3:09 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANTS DEFENDANT AT RR#1 BOX 368 aka 123 BLUE SPRUCE ROAD, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO THEORA WILLIAMSON, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103236
NO: 07-1576-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC BANK USA, N.A. as Trustee

vs.

DEFENDANT: THEORA M. WILLIAMSON aka THEORA WILLIAMSON and SHEILA M. CLUTTER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	190936	30.00
SHERIFF HAWKINS	SHAPIRO	190936	61.04

Sworn to Before Me This

Day of 2007
2007

So Answers,


Chester A. Hawkins
Sheriff

SHAPIRO & DENARDO, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 06-28062

HSBC Bank USA, N.A., as Trustee on behalf of
ACE Securities Corp. Home Equity Loan Trust
and for the registered holders of ACE Securities
Corp. Home Equity Loan Trust, Series 2005-
SD3, Asset Backed Pass-Through Certificates

PLAINTIFF

VS.

Theora Williamson
and

Sheila M. Clutter

DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 07-1576-CD

PRAECLP TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above-captioned matter SETTLED, DISCONTINUED AND ENDED,
without prejudice.

SHAPIRO & DENARDO, LLC

BY:


Ilana Zion, Esquire
Attorney for Plaintiff

DATED: 7/11/08

610
FILED NOCC
M11114.BN
JUL 17 2008 Cert. of
Disc. to
William A. Shaw
Prothonotary/Clerk of Courts Atty Zion

CERTIFICATE OF SERVICE

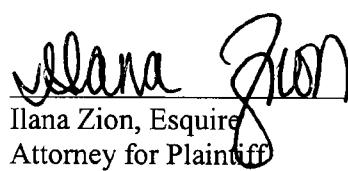
I, Ilana Zion, Esquire, hereby certify that on 7/11/08 I served a true and correct copy of the within Praeclipe to Settle, Discontinue and End upon the following parties via first class mail, postage prepaid:

Theora Williamson, RR 1 Box 368, Phillipsburg, PA 16866
and

Sheila M. Clutter, RR 1 Box 368, Phillipsburg, PA 16866

SHAPIRO & DENARDO, LLC

BY:


Ilana Zion, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

HSBC Bank, USA, N.A.
ACE Securities Corp. Home Equity Loan Trust

Vs.

No. 2007-01576-CD

Theora M. Williamson
Sheila M. Clutter

CERTIFICATE OF DISCONTINUATION

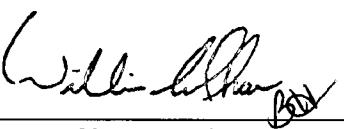
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 17, 2008, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by HSBC Bank USA, N.A.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of July A.D. 2008.



William A. Shaw, Prothonotary