

07-1620-CD  
JP Morgan vs John Bastardi et al

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

ATTORNEY FOR PLAINTIFF

FILED <sup>ICC Sheriff</sup>  
m/11:20 AM  
OCT 03 2007 Atty pd.  
85.00  
William A. Shaw  
Prothonotary/Clerk of Courts

JPMorgan Chase Bank formerly  
known as The Chase Manhattan Bank  
successor by merger to Chase Bank  
of Texas, National Association,  
formerly known as Texas Commerce  
Bank, N.A. as Trustee and  
Custodian By: Saxon Mortgage  
Services Inc. f/k/a Meritech  
Mortgage  
4708 Mercantile Drive  
Ft. Worth, TX 76137  
Plaintiff  
v.

COURT OF COMMON PLEAS  
CIVIL DIVISION

Clearfield County

John M. Bastardi, Last Record  
Owner  
Diann J. Bastardi  
P.O. Box 95  
Frenchville, PA 16836  
Defendant(s)

NO. 07-1620-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE  
David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x5982

**AVISO**

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

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

David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 x5982

## **NOTICE**

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

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

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

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

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

Assignor: Saxon Mortgage, Inc.

Assignments of Record to: Chase Bank of Texas, N.A.

Recording Date: 7/6/99 Instrument No: 199911130

Assignor: Chase Bank of Texas, N.A.

Assignee: JPMorgan Chase Bank formerly known as The Chase Manhattan Bank successor by merger to Chase Bank of Texas, National Association, formerly known as Texas Commerce Bank, N.A. as Trustee and Custodian By: Saxon Mortgage Services Inc. f/k/a Meritech Mortgage

Recording Date: **LODGED FOR RECORDING**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: Tract 10, Sandy Creek Forest, Buck Run Road a/k/a 10 Sandy Creek Forest

MUNICIPALITY/TOWNSHIP/BOROUGH: Township of Convington

COUNTY: Clearfield

DATE EXECUTED: 6/30/99

DATE RECORDED: 7/6/99 INSTRUMENT NO: 199911129

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

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon

breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

5. After demand, the Defendant(s) continues to fail or refuses to comply with the terms of the Mortgage as follows:

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

6. The following amounts are due on the said Mortgage as of 9/20/07:

Principal of debt due	\$51,588.17
Unpaid Interest at 9.75% from 2/1/07 to 9/20/07 (the per diem interest accruing on this debt is \$13.78 and that sum should be added each day after 9/20/07)	3,195.88
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Escrow Overdraft/(Balance) (The monthly escrow on this account is \$247.72 and that sum should be added on the first of each month after 9/20/07)	430.19
Late Charges (monthly late charge of \$23.62 should be added in accordance with the terms of the note each month after 9/20/07)	259.82
Recoverable Balance	244.05
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,579.41</u>
TOTAL	\$58,902.52

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

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

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

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$58,902.52 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.



---

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

ALL THAT CERTAIN lot or tract of land, situate in the Township of Covington, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described according to a draft of lots known as "Sandy Creek Forest" made by L. Wayne Leidacker, R. S. dated 8/9/1982 as follows, to wit:

BEGINNING at a point in the title line in the bed of Deer Trail Road (a private road 50 feet wide) a common corner of this Lot #11 and Lot #12; thence extending from said point of beginning along the said Lot #12 on said plan North 45 degrees 48 minutes 24 seconds East 1208.85 feet to a point in the bed of Sandy Creek; thence extending through the bed thereof South 30 degrees 30 minutes 00 seconds East 375 feet to a point in the bed of a certain New York State Electric & Gas Co. right of way; thence extending through said right of way South 45 degrees 48 minutes 26 seconds West 1204.07 feet to a point in the bed of Deer Trail Road, aforesaid; thence extending through the bed thereof North 31 degrees 12 minutes 44 seconds West 373.80 feet to the first mentioned point and place of beginning.

BEING Tract #10 on said plan.

TOGETHER with the right, liberty and privilege to use all of the private roads as shown on the aforesaid plan and intended to be 50 feet wide.

Subject to Building Restrictions and Covenants of Sandy Creek Forest.



May 17, 2007

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

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

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

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

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

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

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

EXHIBIT A

HOMEOWNER'S NAME(S):	John M. Bastardi Diann J. Bastardi
PROPERTY ADDRESS:	Tract 10, Sandy Creek Forest Buck Run Road Frenchville, PA 16836
LOAN ACCT. NO.:	11109605
ORIGINAL LENDER:	Saxon Mortgage Inc.
CURRENT LENDER:	JP Morgan/Chase

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

face- to-face meeting.

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

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

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

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

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

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

**Tract 10, Sandy Creek Forest Buck Run Road  
Frenchville, PA 16836**

IS SERIOUSLY IN DEFAULT because:

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

**Monthly Payments of \$720.25 for March 1, 2007 through April 1, 2007 = \$1440.50**

**Monthly Payments of \$705.50 for May 1, 2007 = \$705.50**

**Monthly Late Charges of \$23.62 for March 1, 2007 through May 1, 2007 = \$705.50**

**Other charges (explain/itemize): Other =\$75.00**

**Uncollected Late Fee =\$94.48**

**Property Inspection Fee=\$19.05**

**TOTAL AMOUNT PAST DUE:**

**\$2429.01**

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

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2429.01, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

**OTHER LENDER REMEDIES** – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If your debt has been discharged in bankruptcy without your having reaffirmed it, then lender cannot pursue this remedy.

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 6 months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender/Service:</b>	<u>Saxon Mortgage Inc.</u>
<b>Address:</b>	<u>4708 Mercantile Drive North</u> <u>Fort Worth, TX 76137</u>
<b>Phone Number:</b>	<u>1-800-874-9516</u>
<b>Fax Number:</b>	<u>1-871-665-7750</u>
<b>Contact Person:</b>	<u>Loss Mitigation</u> <u>lossmit@saxonmsi.com</u>

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

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

## **NOTICE**

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

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

---

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**CLEARFIELD COUNTY**

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

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

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

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

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

**Certified Mail Provides:**

A mailing receipt

A unique identifier for your mailpiece

A record of delivery kept by the Postal Service for two years

**Important Reminders:**

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

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

NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.

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

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

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

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

PS Form 3800, June 2002 (Reverse)

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

DANN BOSTARD;  
Tract 10, Sandy Creek  
Fyles Buck Run Rd.,  
Frenchville, PA 16830

**2. Article Number**  
(Transfer from service label)

7006 0810 0001 9472 3190

PS Form 3811, February 2004

Domestic Return Receipt

102596-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**☒ Agent  
☐ Addressee**B. Received by (Printed Name)****C. Date of Delivery****D. Is delivery address different from item 1?** ☐ Yes ☐ No  
If YES, enter delivery address below:**3. Service Type**☐ Certified Mail  
☐ Registered  
☐ Insured Mail  
☐ Express Mail  
☒ Return Receipt for Merchandise  
☐ C.O.D.**4. Restricted Delivery? (Extra Fee)** ☐ Yes

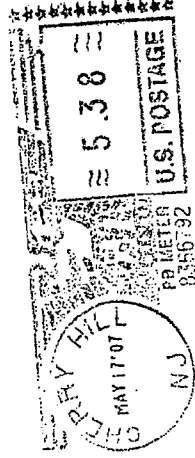
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTE  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

06TE 2246 T000 0190 9002



**CERTIFIED MAIL™**

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



*Diann Bastardi*

*TRACT 10, Sand Creek Forest Buck Run Rd.  
Frenchville, PA 16830*

⑤ 06010770 REF



**ed Mail Provides:**

illing receipt

que identifier for your mailpiece

ord of delivery kept by the Postal Service for two years

**Important Reminders:**

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

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

INSURANCE COVERAGE IS PROVIDED with Certified Mail. For  
ables, please consider Insured or Registered Mail.an additional fee, a *Return Receipt* may be requested to provide proof of  
ery. To obtain Return Receipt service, please complete and attach a Return  
eipt (PS Form 3811) to the article and add applicable postage to cover the  
Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for  
uplicate return receipt, a USPS® postmark on your Certified Mail receipt is  
ired.an additional fee, delivery may be restricted to the addressee or  
essee's authorized agent. Advise the clerk or mark the mailpiece with the  
orsement "Restricted Delivery".postmark on the Certified Mail receipt is desired, please present the arti-  
at the post office for postmarking. If a postmark on the Certified Mail  
eipt is not needed, detach and affix label with postage and mail.**IMPORTANT:** Save this receipt and present it when making an inquiry.  
et access to delivery information is not available on mail  
etted to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature		<input type="checkbox"/> Agent
<input checked="" type="checkbox"/> Addressee		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If YES, enter delivery address below:		
3. Service Type		
<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Registered	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No		

**SENDER: COMPLETE THIS SECTION**

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

## 1. Article Addressed to:

John Bastardi  
Tract 10, Sandy Creek  
P.O. Box 200, Sandy Creek Rd,  
Frenchville, PA 16830

## 2. Article Number

(Transfer from service label)

7006 0810 0001 9472 3176

PS Form 3811, February 2004

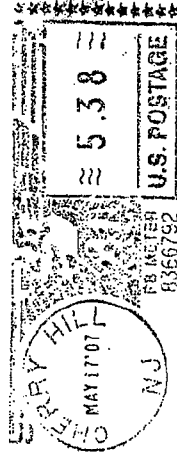
Domestic Return Receipt

102595-02-M-1540

92TE 2246 1000 0180 9002



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



**CERTIFIED MAIL<sup>TM</sup>**

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

John Bastardi

Tract 10, Sandy Creek Forest Buck Run Rd.  
Frenchville, PA 16834

9001010029

**Certified Mail Provides:**

A mailing receipt

A unique identifier for your mailpiece

A record of delivery kept by the Postal Service for two years

**Important Reminders:**

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

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

NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.

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

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

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

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

PS Form 3800, June 2002 (Reverse)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature		<input type="checkbox"/> Agent
<input checked="" type="checkbox"/>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes		
If YES, enter delivery address below: <input type="checkbox"/> No		

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:

John Bostardi  
PO Box 95  
Frenchville, PA 16830

2. Article Number (Transfer from service label) 7006 0810 0001 9472 3213

102595-02-M-1540

Domestic Return Receipt

PS Form 3811, February 2004

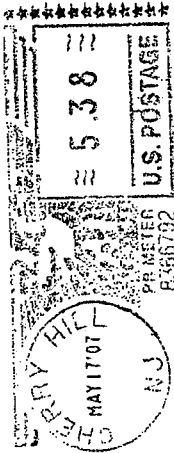
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTE  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

ET2E 2246 1000 0190 9000



**CERTIFIED MAIL™**

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



John Bastardi

PO Box 05

Frenchville, PA 16836

000010770 Ref

# **Registered Mail Provides:**

returning receipt  
unique identifier for your mailpiece  
record of delivery kept by the Postal Service for two years

## **Important Reminders:**

Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.  
Certified Mail is *not* available for any class of international mail.

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

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

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

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

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

PS Form 3800, June 2002 (Reverse)

### **COMPLETE THIS SECTION ON DELIVERY**

A. Signature		<input type="checkbox"/> Agent
<b>X</b>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:		

### **SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

DIANNA BOSTARD;  
PO Box 95  
Frenchville, PA 16830

3. Service Type	<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
	<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Article Number 7006 0810 0001 9472 3206

2. Article Number  
(Transfer from service label)

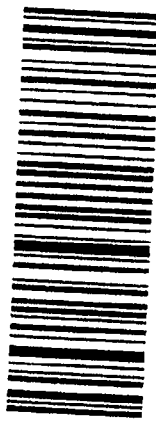
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

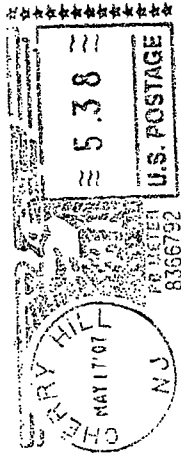
UDREN LAW OFFICES, P.C.  
WOODCREST CORPORATE CENTE  
111 WOODCREST ROAD  
CHERRY HILL, NJ 08003

902E 2246 T000 0T80 9002



**CERTIFIED MAIL™**

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



Dionn Bastardi  
PO Box 05  
Frenchville, PA 16830

⑤0w010770 Ref

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

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



---

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

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400

pleadings@udren.com

FILED

JAN 03 2009

William A. Shaw  
Prothonotary/Clerk of Courts

JPMorgan Chase Bank formerly known  
as The Chase Manhattan Bank  
successor by merger to Chase Bank  
of Texas, National Association,  
formerly known as Texas Commerce  
Bank, N.A. as Trustee and Custodian  
By: Saxon Mortgage Services Inc.  
f/k/a Meritech Mortgage  
Plaintiff

v.

John M. Bastardi, Last Record Owner  
Diann J. Bastardi

Defendants

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 07-1620-CD

PRAECIPE TO RELEASE DEFENDANT, JOHN M. BASTARDI, ONLY

TO THE PROTHONOTARY:

Kindly release Defendant, **JOHN M. BASTARDI ONLY, LAST RECORD OWNER**,  
from liability for the debt secured by the mortgage in the  
captioned matter by operation of law as the death of said Defendant  
caused the real property at issue to become solely owned by the  
remaining Defendant, Diann J. Bastardi, as Tenants By The Entirety.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

BY:

Attorneys for Plaintiff/Movant

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

1/2/08



UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

BY: MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

FILED *no ec*  
m 11:00 AM  
JAN 15 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

JPMorgan Chase Bank formerly known as The Chase Manhattan Bank successor by merger to Chase Bank of Texas, National Association, formerly known as Texas Commerce Bank, N.A. as Trustee and Custodian By: Saxon Mortgage Services Inc. f/k/a Meritech Mortgage  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 07-1620-CD

v.  
John M. Bastardi, Last Record Owner  
Diann J. Bastardi  
Defendants

CERTIFICATE OF SERVICE

The undersigned attorney, hereby certifies that he/she has served or caused to be served true and correct copies of Praecipe to Release Defendant, upon the following persons named herein at their last known address or their attorney of record.

\_\_\_\_\_ Regular First Class Mail

\_\_\_\_\_ Certified Mail

\_\_\_\_\_ Other (certificate of mailing)

Date Served: January 14, 2008

TO: John M. Bastardi, Last Record Owner  
Diann J. Bastardi  
Tract 10 Sandy Creek Forest  
Frenchville, PA 16836

John M. Bastardi, Last Record Owner  
Diann J. Bastardi  
P.O. Box 95  
Frenchville, PA 16836

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema  
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE

UDREN LAW OFFICES, P.C.  
BY: MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400  
pleadings@udren.com

ATTORNEY FOR PLAINTIFF

FILED

JAN 03 2008

William A. Shaw  
Prothonotary/Clerk of Courts

JPMorgan Chase Bank formerly known  
as The Chase Manhattan Bank  
successor by merger to Chase Bank  
of Texas, National Association,  
formerly known as Texas Commerce  
Bank, N.A. as Trustee and Custodian  
By: Saxon Mortgage Services Inc.  
f/k/a Meritech Mortgage  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

NO. 07-1620-CD

v.

John M. Bastardi, Last Record Owner  
Diann J. Bastardi  
Defendants

COPY  
00010770

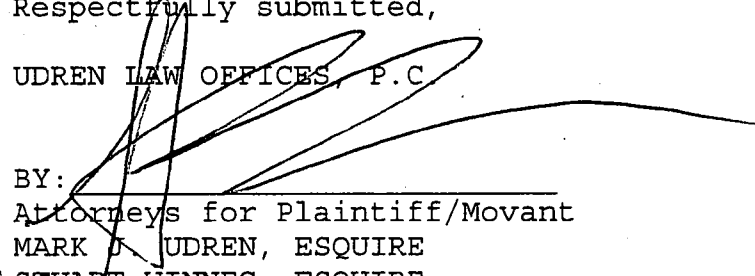
PRAECIPE TO RELEASE DEFENDANT, JOHN M. BASTARDI, ONLY

TO THE PROTHONOTARY:

Kindly release Defendant, JOHN M. BASTARDI ONLY, LAST RECORD OWNER,  
from liability for the debt secured by the mortgage in the  
captioned matter by operation of law as the death of said Defendant  
caused the real property at issue to become solely owned by the  
remaining Defendant, Diann J. Bastardi, as Tenants By The Entirety.

Respectfully submitted,

UDREN LAW OFFICES, P.C.

BY:   
Attorneys for Plaintiff/Movant  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE

1/2/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103269  
NO: 07-1620-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: JPMORGAN CHASE BANK f/k/a

vs.

DEFENDANT: JOHN M. BASTARDI, LAST RECORD OWNER and DIANN J. BASTARDI

SHERIFF RETURN

NOW, October 08, 2007 AT 10:16 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DIANN J. BASTARDI DEFENDANT AT WORK: SUSQUEHANNA RURAL FREE CLINIC, RT 879, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DIANN J. BASTARDI, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	99149	10.00
SHERIFF HAWKINS	UDREN	99149	33.52

FILED

01/21/08  
FEB 04 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008  
2007

So Answers,

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

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302  
STUART WINNEG, ESQUIRE - ID #45362  
LORRAINE DOYLE, ESQUIRE - ID #34576  
ALAN M. MINATO, ESQUIRE - ID #75860  
CHANDRA M. ARKEMA, ESQUIRE - ID #203437  
WOODCREST CORPORATE CENTER  
111 WOODCREST ROAD, SUITE 200  
CHERRY HILL, NJ 08003-3620  
856-669-5400 pleadings@udren.com

JPMorgan Chase Bank formerly  
known as The Chase Manhattan  
Bank successor by merger to  
Chase Bank of Texas, National  
Association, formerly known as  
Texas Commerce Bank, N.A. as  
Trustee and Custodian By:  
Saxon Mortgage Services Inc.  
f/k/a Meritech Mortgage  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION  
Clearfield County

v.

Diann J. Bastardi  
Defendant

NO. 07-1620-CD


PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly mark the above DISCONTINUED WITHOUT PREJUDICE,  
upon payment of your costs only.

DATED: February 19, 2008

UDREN LAW OFFICES, P.C.

BY:   
Attorneys for Plaintiff  
MARK J. UDREN, ESQUIRE  
STUART WINNEG, ESQUIRE  
LORRAINE DOYLE, ESQUIRE  
ALAN M. MINATO, ESQUIRE  
CHANDRA M. ARKEMA, ESQUIRE

FILED NO CC  
m 12:46 PM  
FEB 25 2008 One Cert. of  
Disc. to Attg  
William A. Shaw  
Prothonotary/Clerk of Courts @

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JP Morgan Chase Bank  
Chase Manhattan Bank The  
Chase Bank of Texas, National Association  
Texas Commerce Bank, N.A.  
Saxon Mortgage Services Inc.  
Meritech Mortgage

Vs.

No. 2007-01620-CD

John M. Bastardi  
Diann J. Bastardi

CERTIFICATE OF DISCONTINUATION

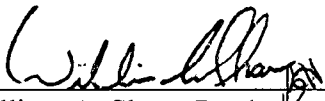
Commonwealth of PA  
County of Clearfield

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 February 25, 2008, marked:

Discontinued without Prejudice

Record costs in the sum of \$85.00 have been paid in full by Mark J. Udren, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 25th day of February, A.D. 2008.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary