

07-1659-CD  
Countrywide vs A. Batcho et al

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

Countrywide Home Loans, Inc.  
1800 Tapo Canyon Road  
Mail Stop #SV-103  
Simi Valley, CA 93063

v.

Andrew G. Batcho, Jr. a/k/a Andrew Batcho  
123 Ridge Avenue  
Curwensville, PA 16833  
and  
Kerrie A. Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

Clearfield County  
Court of Common Pleas

Attorneys for Plaintiff

FILED  
m/12:00 cm  
OCT 12 2007  
21 \$85.00  
3cc Shff  
2cc AAAy

William A. Shaw  
Prothonotary/Clerk of Courts

Number

07-1659-CD

**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, 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.

Dave Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas ex-puestas 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. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMATION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

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**Attorneys for Plaintiff**

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v.

Andrew G. Batcho, Jr. a/k/a Andrew Batcho  
123 Ridge Avenue  
Curwensville, PA 16833  
and  
Kerrie A. Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

Number

**CIVIL ACTION/MORTGAGE FORECLOSURE**

1. Plaintiff is Countrywide Home Loans, Inc., a corporation duly organized and doing business at the above captioned address.
2. The Defendant is Andrew G. Batcho, Jr. a/k/a Andrew Batcho, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and his last-known address is 123 Ridge Avenue, Curwensville, PA 16833.
3. The Defendant is Kerrie A. Batcho, who is one of the mortgagors and real owners of the mortgaged property hereinafter described, and her last-known address is 123 Ridge Avenue, Curwensville, PA 16833.
4. On 02/25/2002, mortgagor made, executed and delivered a mortgage upon the premises hereinafter described to Mortgage Electronic Registration Systems, Inc., as nominee for America's

Wholesale Lender which mortgage is recorded in the Office of the Recorder of Clearfield County as Instrument Number 200203078.

5. The aforesaid mortgage was thereafter assigned by Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender to Countrywide Home Loans, Inc., Plaintiff herein, by Assignment of Mortgage which will be duly recorded in the Office of the Recorder of Clearfield County.

6. The premises subject to said mortgage is described in the mortgage attached as Exhibit "A" and is known 123 Ridge Avenue, Curwensville, PA 16833.

7. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 05/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

8. The following amounts are due on the mortgage:

Principal Balance	\$ 99,834.33
Interest through 09/03/2007 (Plus \$ 19.07 per diem thereafter)	\$ 2,921.43
Attorney's Fee	\$ 4,991.72
Late Charges	\$ 400.77
Corporate Advances	\$ 55.00
Title Search	\$ 200.00
GRAND TOTAL	\$ 108,403.25

9. The attorney's fees set forth above are in conformity with the mortgage documents and Pennsylvania Law and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged based on work actually performed.

10. Notice required by the Emergency Mortgage Assistance Act of 1983 as amended under 12 PA Code Chapter 13, et seq. has been sent to Defendants by regular mail with a certificate of mailing and by certified mail, return receipt requested.

11. Notice of Intention to Foreclose as required by Act 6 of 1974 (41 P.S. §403) is not required.

WHEREFORE, Plaintiff demands Judgment against the Defendants in the sum of \$108,403.25, together with interest at the rate of \$19.07 per diem and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: 

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIRO, ESQUIRE**

**VERIFICATION**

The undersigned attorney hereby certifies that he/she is the Attorney for the Plaintiff in the within action, and that he/she is authorized to make this verification and that the foregoing facts based on the information from the Plaintiff, who is not available to sign this, are true and correct to the best of his/her knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsification to authorities.

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: 

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIRO, ESQUIRE**

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200203078

RECORDED ON

Feb 27, 2002  
11:10:31 AM

Total Pages: 17

RECORDING FEES -	\$39.00
REORDER	
COUNTY IMPROVEMENT	\$1.00
FUND	
REORDER	\$1.00
IMPROVEMENT FUND	
STATE HRTT TAX	\$0.50
TOTAL	\$41.50
CUSTOMER	
FALCON	

Countrywide Home Loans



610 007802969 D2 001 001

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
1800 Tapo Canyon  
Simi Valley, CA 93063-6712

Prepared By:  
T. PORPORA

Parcel Number:

[Space Above This Line For Recording Data]

BATCHO

[Escrow/Closing #]

000780296946054

[Doc ID #]

## MORTGAGE

MIN 1000157-0000882196-5

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated FEBRUARY 25, 2002 together with all Riders to this document.

(B) "Borrower" is  
ANDREW G BATCHO JR, A MARRIED MAN

AND KERRIE A. BATCHO

Borrower is the mortgagor under this Security Instrument.

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 16

Initials:

VMP-6A(PA) (0008)  
CONVVA

CHL (08/00)

VMP MORTGAGE FORMS - (800)521-7291

Form 3039 1/01

\*23991\*

\*007802969000001006A\*

Exhibit A

DOC ID # 000780296946054

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

AMERICA'S WHOLESALE LENDER

Lender is a A CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada, Calabasas, CA 91302

(E) "Note" means the promissory note signed by Borrower and dated FEBRUARY 25, 2002

The Note states that Borrower owes Lender

ONE HUNDRED SIXTEEN THOUSAND and 00/100

Dollars

(U.S. \$ 116,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 01, 2022

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

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

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

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

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

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

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

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

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



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

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

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the  
COUNTY of CLEARFIELD

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Curwensville Borough First Ward Map #6.1-H10-288-00015

which currently has the address of  
123 RIDGE AVENUE, CURWENSVILLE

[Street/City]

Pennsylvania 16833 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for

Prepared by: T. PORPORA

**AMERICA'S WHOLESALE LENDER**

DATE: 02/25/2002  
CASE #:  
DOC ID #: 000780296946054  
BORROWER: ANDREW G BATCHO JR  
PROPERTY ADDRESS: 123 RIDGE AVENUE  
CURWENSVILLE, PA. 16833

BRANCH #990  
730 HOLIDAY DRIVE BLDG #8  
PITTSBURGH, PA 15220-2747  
(412)920-1000  
Br Fax No.: (412)920-1050

**Exhibit "A"**

**ALL that certain lot or piece of ground situate in the First Ward of Curwensville Borough, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:**

**BEGINNING** at a stake at the intersection of Ridge Avenue and a street lying northwesterly of the premises herein described, thence along said street North fifty-two (52) degrees thirty-six (36) minutes East two-hundred seventy (270) feet, more or less, to a part of the said street; thence South fifty-eight (58) degrees thirty (30) minutes East twenty-eight (28) feet to a post; thence South fifty-two (52) degrees thirty-six (36) minutes West thirty-six (36) feet to a stone corner; thence South thirty (30) degrees fifteen (15) minutes East eighty-five and two-tenths (85.2) feet to a stake; thence by land of which this is a part South fifty-two (52) degrees thirty-six (36) minutes West two-hundred forty-two (242) feet to a stake at Ridge Avenue; thence by Ridge Avenue North twenty-six and fifty-three one-hundredths (26.53) minutes West one hundred fourteen (114) feet to stake and place of beginning. **HAVING** thereof erected a three-story frame dwelling house and outbuildings. **MAP #6.1-H10-288-00015**

**BEING** the same premises conveyed by R. James Griffith, executor of the Margaret M. Griffith Estate, to Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife, by deed dated October 12, 2000 and recorded October 12, 2000 at Clearfield County Instrument No. 200015252.

FHA/NA/CONV  
Legal Description Exhibit A  
1C4041XX (11/01)

\*23991\*

\*007802969000001C404\*

Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

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

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

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the

late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges

that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument;

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

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

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

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety

or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

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

DOC ID # 000780296946054

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

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

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

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

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

Witnesses:

Kimberly L. Ochs Andrew G. Batcho Jr (Seal)  
-Borrower

Kimberly L. Ochs Kerrie A. Batcho (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

DOC ID # 000780296946054

Certificate of Residence

I, Kimberly S. Ochs, do hereby certify that  
the correct address of the within-named Mortgagee is 4500 Park Granada  
Calabasas, CA 91302

Witness my hand this

25th

day of February, 2002

Kimberly S. Ochs

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

Clearfield

County ss:

On this, the 25th day of February, 2002  
undersigned officer, personally appeared

, before me, the

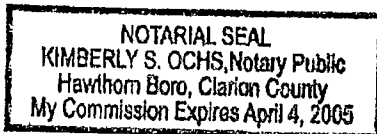
Andrew G. Batcho, Jr. and  
Kerrie A. Batcho

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 herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

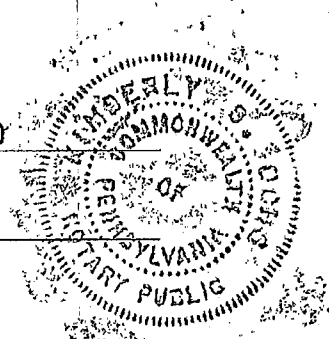
April 4, 2005



Kimberly S. Ochs

Notary Public

Title of Officer



**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 103297  
NO: 07-1659-CD  
SERVICE # 1 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: ANDREW G. BATCHO JR. aka ANDREW BATCHO and KERRIE A. BATCHO

**SHERIFF RETURN**

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NOW, October 18, 2007 AT 2:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANDREW G. BATCHO JR. aka ANDREW BATCHO DEFENDANT AT WORK: BATCHO'S, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANDREW BATCHO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

123 RIDGE AVE., CURWENSVILLE, PA. "OCCUPIED"

SERVED BY: DAVIS / MORGILLO

**FILED**

*03:20 PM*  
FEB 06 2008

William A. Shaw  
Prothonotary/Clerk of Courts



**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 103297  
NO: 07-1659-CD  
SERVICE # 2 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: ANDREW G. BATCHO JR. aka ANDREW BATCHO and KERRIE A. BATCHO

**SHERIFF RETURN**

---

NOW, October 18, 2007 AT 2:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KERRIE A. BATCHO DEFENDANT AT WORK: BATCHO'S, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANDREW BATCHO, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

123 RIDGE AVE., CURWENSVILLE, PA. "OCCUPIED"

SERVED BY: DAVIS / MORGILLO

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 103297  
NO: 07-1659-CD  
SERVICE # 3 OF 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: ANDREW G. BATCHO JR. aka ANDREW BATCHO and KERRIE A. BATCHO

**SHERIFF RETURN**

---

NOW, October 18, 2007 AT 2:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANT DEFENDANT AT WORK: BATCHO'S, MARKET ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANDREW BATCHO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

123 RIDGE AVE., CURWENSVILLE, PA. "OCCUPIED".

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103297  
NO: 07-1659-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: ANDREW G. BATCHO JR. aka ANDREW BATCHO and KERRIE A. BATCHO

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MCCABE	4678	30.00
SHERIFF HAWKINS	MCCABE	4678	37.82

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

FILED Atty pd.  
m/2:13/04 20.00  
FEB 14 2008 ICC Notice  
to Defs  
William A. Shaw  
Prothonotary/Clerk of Courts  
GR

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**

**Attorneys for Plaintiff**

**MARC S. WEISBERG, ESQUIRE - ID # 17616**

**EDWARD D. CONWAY, ESQUIRE - ID # 34687**

**MARGARET GAIRO, ESQUIRE - ID # 34419**

**FRANK DUBIN, ESQUIRE - ID # 19280**

**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**

**KEVIN DISKIN, ESQUIRE - ID # 86727**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

**Countrywide Home Loans, Inc.**  
**Plaintiff**

**v.**

**Andrew G. Batcho, Jr. a/k/a Andrew Batcho and**  
**Kerrie A. Batcho**

**Defendants**

**COURT OF COMMON PLEAS**  
**CLEARFIELD COUNTY**

**Number 07-1659-CD**

**PRAECIPE FOR ENTRY OF JUDGMENT BY DEFAULT**

**TO THE PROTHONOTARY:**

Kindly enter judgment by default in favor of Plaintiff and against Defendants, Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho in the above-captioned matter for failure to answer Complaint as required by Pennsylvania Rules of Civil Procedure and assess damages as follows:

Principal	\$108,403.25
Interest 09/04/2007 to 02/14/2008	\$3,127.48
@ \$19.07 per diem	
Costs	\$
Total	\$111,530.73

**McCABE, WEISBERG, AND CONWAY, P.C.**

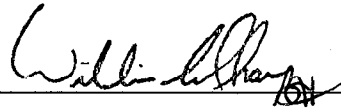
BY: \_\_\_\_\_

**Attorneys for Plaintiff**

**ANDREW L. MARKOWITZ, ESQUIRE**

AND NOW, this 14<sup>th</sup> day of February, 2008, Judgment is entered in favor of Plaintiff, Countrywide Home Loans, Inc., and against Defendants, Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho and damages are assessed in the amount of \$111,530.73, plus interest and costs.

BY THE PROTHONOTARY:

  
\_\_\_\_\_

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**  
**FRANK DUBIN, ESQUIRE - ID # 19280**  
**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**  
**KEVIN DISKIN, ESQUIRE - ID # 86727**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

**Countrywide Home Loans, Inc.**  
**Plaintiff**

**v.**

**Andrew G. Batcho, Jr. a/k/a Andrew Batcho and**  
**Kerrie A. Batcho**  
**Defendants**

**COURT OF COMMON PLEAS**  
**CLEARFIELD COUNTY**

**Number 07-1659-CD**

**AFFIDAVIT OF NON-MILITARY SERVICE**

**COMMONWEALTH OF PENNSYLVANIA : SS.**  
**COUNTY OF PHILADELPHIA :**

The undersigned, being duly sworn according to law, deposes and says that the Defendants, Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho, are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended; and that the Defendants, Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho, are over eighteen (18) years of age, and reside as follows:

**Andrew G. Batcho, Jr. a/k/a Andrew Batcho**  
**123 Ridge Avenue**  
**Curwensville, PA 16833**

**Kerrie A. Batcho**  
**123 Ridge Avenue**  
**Curwensville, PA 16833**

**SWORN TO AND SUBSCRIBED**  
**BEFORE ME THIS 13th DAY**  
**OF FEBRUARY 2008.**

**NOTARY PUBLIC OF PENNSYLVANIA**

**Notarial Seal**  
**Susan J. Markowitz, Notary Public**  
**City of Philadelphia, Philadelphia County**  
**My Commission Expires Feb. 13, 2011**  
**Member, Pennsylvania Association of Notaries**

**McCABE, WEISBERG, AND CONWAY, P.C.**

**BY: \_\_\_\_\_**  
**Attorneys for Plaintiff**  
**ANDREW L. MARKOWITZ, ESQUIRE**

Department of Defense Manpower Data Center

NOV-08-2007 07:16:57



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BATCHO	Kerrie	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military. **HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.**

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenseink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

Department of Defense Manpower Data Center

NOV-08-2007 07:15:25



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

< Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
BATCHO	Andrew	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

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This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided



**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
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**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**  
**KEVIN DISKIN, ESQUIRE - ID # 86727**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

**Countrywide Home Loans, Inc.**  
**Plaintiff**

**v.**

**Andrew G. Batcho, Jr. a/k/a Andrew Batcho and**  
**Kerrie A. Batcho**  
**Defendants**

**COURT OF COMMON PLEAS**  
**CLEARFIELD COUNTY**

**Number 07-1659-CD**

**AFFIDAVIT OF LAST-KNOWN MAILING ADDRESS OF DEFENDANTS**

I, Andrew L. Markowitz, Esquire, attorney for the Plaintiff in the within matter, being duly sworn according to law, hereby depose and say that the last-known mailing addresses of the Defendants are:

**Andrew G. Batcho, Jr. a/k/a Andrew Batcho**  
**123 Ridge Avenue**  
**Curwensville, PA 16833**

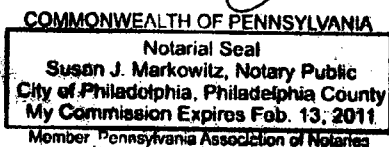
**Kerrie A. Batcho**  
**123 Ridge Avenue**  
**Curwensville, PA 16833**

**SWORN TO AND SUBSCRIBED**

**BEFORE ME THIS 13th DAY**

**OF FEBRUARY, 2008.**

**NOTARY PUBLIC**



**McCABE, WEISBERG, AND CONWAY, P.C.**

**BY:**

**Attorneys for Plaintiff**  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
**FRANK DUBIN, ESQUIRE**  
**ANDREW L. MARKOWITZ, ESQUIRE**  
**KEVIN DISKIN, ESQUIRE**

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**KEVIN DISKIN, ESQUIRE - ID # 86727**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

**Countrywide Home Loans, Inc.**  
**Plaintiff**

**v.**

**Andrew G. Batcho, Jr. a/k/a Andrew Batcho and**  
**Kerrie A. Batcho**  
**Defendants**

**COURT OF COMMON PLEAS**  
**CLEARFIELD COUNTY**

**Number 07-1659-CD**

**CERTIFICATION**

Andrew L. Markowitz, Esquire, attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States Mail a letter notifying the Defendants that judgment would be entered against them within ten (10) days from the date of said letter in accordance with Rule 237.5 of the Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked as Exhibit "A".

**SWORN TO AND SUBSCRIBED**

**BEFORE ME THIS 13th DAY**

**OF FEBRUARY 2008.**

**NOTARY PUBLIC**

**COMMONWEALTH OF PENNSYLVANIA**

**Notarial Seal**  
**Susan J. Markowitz, Notary Public**  
**City of Philadelphia, Philadelphia County**  
**My Commission Expires Feb. 13, 2011**  
**Member Pennsylvania Association of Notaries**

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY:**

**Attorneys for Plaintiff**  
**TERRENCE J. McCABE, ESQUIRE**  
**MARC S. WEISBERG, ESQUIRE**  
**EDWARD D. CONWAY, ESQUIRE**  
**MARGARET GAIRO, ESQUIRE**  
**FRANK DUBIN, ESQUIRE**  
**ANDREW L. MARKOWITZ, ESQUIRE**  
**KEVIN DISKIN, ESQUIRE**

**OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse, Clearfield, PA 16830**

**William A. Shaw  
Prothonotary**

November 8, 2007

To: Andrew G. Batcho, Jr. a/k/a Andrew Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

Countrywide Home Loans, Inc.

vs.

Andrew G. Batcho, Jr. a/k/a Andrew Batcho  
and  
Kerrie A. Batcho

Clearfield County  
Court of Common Pleas

Number 07-1659-CD

**NOTICE, RULE 237.5  
NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

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.

Dave Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

**NOTIFICACION IMPORTANTE**

USTED SE ENCUENTRA EN ESTADO DE REBELDIA POR NO HABER PRESENTADO UNA COMPARECENCIA ESCRITA, YA SEA PERSONALMENTE O POR ABOGADO Y POR NO HABER RADICADO POR ESCRITO CON ESTE TRIBUNAL SUS DEFENSAS U OBJECIONES A LOS RECLAMOS FORMULADOS EN CONTRA SUYO. AL NO TOMAR LA ACCION DEBIDA DENTRO DE DIEZ (10) DIAS DE LA FECHA DE ESTA NOTIFICACION, EL TRIBUNAL PODRA, SIN NECESIDAD DE COMPARECER USTED EN CORTE U OIR PREUBA ALGUNA, DICTAR SENTENCIA EN SU CONTRA Y USTED PODRIA PERDER BIENES U OTROS DERECHOS IMPORTANTES.

USTED LE DEBE TOMAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO, VA A O TELEFONEA LA OFICINA EXPUSO ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.

SI USTED NO PUEDE PROPORCIONAR PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE SER CAPAZ DE PROPORCIONARLO CON INFORMACION ACERCA DE LAS AGENCIAS QUE PUEDEN OFRECER LOS SERVICIOS LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO NI NINGUN HONORARIO.

Dave Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: 

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
ANDREW L. MARKOWITZ, ESQUIRE**

**OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse, Clearfield, PA 16830**

**William A. Shaw  
Prothonotary**

November 8, 2007

To: Kerrie A. Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

Countrywide Home Loans, Inc.  
vs.  
Andrew G. Batcho, Jr. a/k/a Andrew Batcho  
and  
Kerrie A. Batcho

Clearfield County  
Court of Common Pleas

Number 07-1659-CD

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Dave Meholic  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA, 16830  
814-765-2641 x 5982

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: 

Attorneys for Plaintiff

**TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
ANDREW L. MARKOWITZ, ESQUIRE**

**VERIFICATION**

The undersigned, ANDREW L. MARKOWITZ, ESQUIRE, hereby certifies that he is the attorney for the Plaintiff in the within action and that he is authorized to make this verification and that the foregoing facts are true and correct to the best of his knowledge, information and belief and further states that false statements herein are made subject to the penalties of 18 PA.C.S. Section 4909 relating to unsworn falsification to authorities.

**DATE: February 13, 2008**

**McCABE, WEISBERG, AND CONWAY, P.C.**

**BY: \_\_\_\_\_**

**Attorneys for Plaintiff**

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIRO, ESQUIRE**

**FRANK DUBIN, ESQUIRE**

**ANDREW L. MARKOWITZ, ESQUIRE**

**KEVIN DISKIN, ESQUIRE**

COPY

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse  
Clearfield, PA 16830

**William A. Shaw**  
**Prothonotary**

To: Andrew G. Batcho, Jr. a/k/a Andrew Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

Countrywide Home Loans, Inc.  
Plaintiff

v.

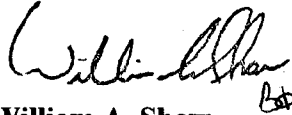
Andrew G. Batcho, Jr. a/k/a Andrew Batcho  
and Kerrie A. Batcho  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1659-CD

**NOTICE**

Pursuant to Rule 236, you are hereby notified that a JUDGMENT has been entered in the  
above proceeding as indicated below.

 2/14/08  
**William A. Shaw**  
**Prothonotary**

- ☒ Judgment by Default  
☐ Money Judgment  
☐ Judgment in Replevin  
☐ Judgment for Possession

If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway.

P.C. at (215) 790-1010.

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Courthouse  
Clearfield, PA 16830

COPY

**William A. Shaw**  
**Prothonotary**

To: Kerrie A. Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

Countrywide Home Loans, Inc.  
Plaintiff

v.

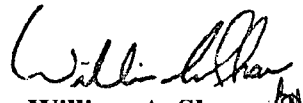
Andrew G. Batcho, Jr. a/k/a Andrew Batcho  
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COURT OF COMMON PLEAS  
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If you have any questions concerning this Judgment, please call McCabe, Weisberg and Conway,

P.C. at (215) 790-1010.

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

COPY

Countrywide Home Loans, Inc.  
Plaintiff(s)

No.: 2007-01659-CD

Real Debt: \$111,530.73

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Andrew G. Batcho, Jr.  
Kerrie A. Batcho  
Defendant(s)

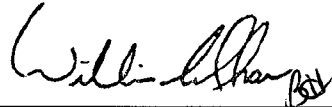
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 14, 2008

Expires: February 14, 2013

Certified from the record this 14th day of February, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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



FILED *Atty pd.*  
*m/234/01* 20.00  
FEB 14 2008 *icccle writs*  
William A. Shaw *w/prop. desc.*  
Prothonotary/Clerk of Courts *to Sheriff*  
*(Signature)*

**PRAECIPE FOR WRIT OF EXECUTION – Mortgage Foreclosure**

Countrywide Home Loans, Inc.  
Plaintiff

v.

Andrew G. Batcho, Jr. a/k/a Andrew Batcho and  
Kerrie A. Batcho  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 07-1659-CD

To the Prothonotary:  
Issue Writ of Execution in the above matter

1. Directed to the Sheriff of Clearfield County, Pennsylvania..
2. Against Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho defendants, and
3. Against \_\_\_\_\_ Garnishee(s);
4. And index this writ
  - a) Against Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho defendants
  - b) Against \_\_\_\_\_ Garnishee(s)

As a lis pendens against the real property of the defendants ~~in the name of~~ Garnishee(s) as follows:  
(Specifically described property)\*

123 Ridge Avenue, Curwensville, PA 16833

(Specifically described property)

(If space insufficient, attach extra sheets)

5. Amount Due	\$ 111,530.73
Interest from 02/15/2008 to DATE OF SALE	
@ \$18.33 per diem	\$
Costs	\$
Total	\$

Plus Costs  
Prothonotary costs

DATE: February 13, 2008

*125.00*  
McCABE, WEISBERG, AND CONWAY, P.C.

BY: *(Signature)*  
Attorneys for Plaintiff  
ANDREW L. MARKOWITZ, ESQUIRE

Prothy. N. 63

## LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground situate in the First Ward of Curwensville Borough, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stake at the intersection of Ridge Avenue and a street lying northwesterly of the premises herein described; thence along said street North Fifty-two (52) degrees Thirty-six (36) minutes East Two Hundred Seventy (270) feet, more or less, to a part of the said street; thence South Fifty-eight (58) degrees Thirty (30) minutes East Twenty-eight (28) feet to a post; thence South Fifty-two (52) degrees Thirty-six (36) minutes West Thirty-six (36) feet to a stone corner; thence South Thirty (30) degrees Fifteen (15) minutes East Eighty-five and Two-tenths (85.2) feet to a stake; thence by land of which this is a part South Fifty-two (52) degrees Thirty-six (36) minutes West Two Hundred Forty-two (242) feet to a stake at Ridge Avenue; thence by Ridge Avenue North Twenty-six and Fifty-three One-hundredths (26.53) minutes West One Hundred Fourteen (114) feet to stake and place of BEGINNING.

HAVING THEREON ERECTED a Three-story frame dwelling house and outbuildings.

BEING KNOWN AS 123 Ridge Avenue, Clearfield, PA 16833.

BEING TAX PARCEL NO. 6.1-H10-0299-00015.

EXCEPTING AND RESERVING therefrom a Fourteen (14) foot private driveway or alley lying at the back of the dwelling house and extending from the unnamed street (which street is northwest of the premises conveyed) to the residue of the property formerly of Cora A. Swoope. Said private driveway being attached to the residue of the property formerly of Cora A. Swoope and being appurtenant to said residue.

BEING THE SAME PREMISES which R. James Griffith, Executor of the Estate of Margaret M. Griffith, Deceased, by Deed dated October 12, 2000 and recorded October 12, 2000 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200015252, granted and conveyed unto Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any.)

**McCABE, WEISBERG AND CONWAY, P.C.**

**BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIR, ESQUIRE - ID # 34419**  
**FRANK DUBIN, ESQUIRE - ID # 19280**  
**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**  
**KEVIN DISKIN, ESQUIRE - ID # 86727**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

**Countrywide Home Loans, Inc.**  
**Plaintiff**

**v.**

**Andrew G. Batcho, Jr. a/k/a Andrew Batcho and**  
**Kerrie A. Batcho**  
**Defendants**

**COURT OF COMMON PLEAS**  
**CLEARFIELD COUNTY**

**No. 07-1659-CD**

**CERTIFICATION**

Andrew L. Markowitz, Esquire hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the property is not subject to the provisions of Act 91 because it is:

- ☐ An FHA insured mortgage
- ☐ Non-owner occupied
- ☐ Vacant
- ☒ Act 91 procedures have been fulfilled.

This certification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

**McCABE, WEISBERG, AND CONWAY, P.C.**

**BY: \_\_\_\_\_**

**Attorneys for Plaintiff**

**ANDREW L. MARKOWITZ, ESQUIRE**

COPY

**WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180 to 3183 and Rule 3257**

Countrywide Home Loans, Inc.  
Plaintiff

v.

Andrew G. Batcho, Jr. a/k/a Andrew Batcho and  
Kerrie A. Batcho  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 07-1659-CD

Commonwealth of Pennsylvania :  
: SS.  
County of Clearfield :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

All real property and improvements thereon located at:  
123 Ridge Avenue, Curwensville, PA 16833

Amount Due \$ 111,530.73

Interest from 02/15/2008 to DATE OF SALE \$  
@ \$18.33 per diem

Costs \$

Total \$ \_\_\_\_\_ Plus costs as endorsed.

125.00

**Prothonotary costs**

Dated: 2/14/08  
(SEAL)

Willi L. Hanger  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

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

## **LEGAL DESCRIPTION**

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HAVING THEREON ERECTED a Three-story frame dwelling house and outbuildings.

BEING KNOWN AS 123 Ridge Avenue, Clearfield, PA 16833.

BEING TAX PARCEL NO. 6.1-H10-0299-00015.

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FILED

m/10:55 am

MAR 28 2008

icc Atty  
McCabe

William A. Shaw  
Prothonotary/Clerk of Courts

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**

**MARC S. WEISBERG, ESQUIRE - ID # 17616**

**EDWARD D. CONWAY, ESQUIRE - ID # 34687**

**MARGARET GAIRO, ESQUIRE - ID # 34419**

**FRANK DUBIN, ESQUIRE - ID # 19280**

**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**

**KEVIN DISKIN, ESQUIRE - ID # 86727**

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Attorneys for Plaintiff

Countrywide Home Loans, Inc.

Plaintiff

v.

Andrew G. Batcho, Jr. a/k/a Andrew Batcho and

Kerrie A. Batcho

Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 07-1659-CD

**AFFIDAVIT OF SERVICE**

I, the undersigned attorney for the Plaintiff in the within matter, hereby certify that on the 20<sup>th</sup> day of March, 2008, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A."

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B."

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 20<sup>TH</sup> DAY  
OF MARCH, 2008.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Susan J. Markowitz, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires Feb. 13, 2011

Member, Pennsylvania Association of Notaries

McCABE, WEISBERG, AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff

TERRENCE J. McCABE, ESQUIRE

MARC S. WEISBERG, ESQUIRE

EDWARD D. CONWAY, ESQUIRE

MARGARET GAIRO, ESQUIRE

FRANK DUBIN, ESQUIRE

ANDREW L. MARKOWITZ, ESQUIRE

KEVIN DISKIN, ESQUIRE

**McCABE, WEISBERG AND CONWAY, P.C.**

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**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

**Countrywide Home Loans, Inc.**

**Plaintiff**

**v.**

**Andrew G. Batcho, Jr. a/k/a Andrew Batcho**

**and Kerrie A. Batcho**

**Defendants**

**Attorneys for Plaintiff**

**COURT OF COMMON PLEAS**

**CLEARFIELD COUNTY**

**Number 07-1659-CD**

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Andrew L. Markowitz, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 123 Ridge Avenue, Curwensville, PA 16833, a copy of the description of said property is attached hereto and marked Exhibit "A".

**I. Name and address of Owners or Reputed Owners:**

**Name**

**Address**

**Andrew G. Batcho, Jr. a/k/a**

**Andrew Batcho**

**123 Ridge Avenue**

**Curwensville, PA 16833**

**Kerrie A. Batcho**

**123 Ridge Avenue**

**Curwensville, PA 16833**

**Exhibit A**

2. Name and address of Defendants in the judgment:

Name	Address
Andrew G. Batcho, Jr. a/k/a Andrew Batcho	123 Ridge Avenue Curwensville, PA 16833
Kerrie A. Batcho	123 Ridge Avenue Curwensville, PA 16833

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name	Address
Commonwealth of PA Dept. of Revenue	Dept. 280948 Harrisburg, PA 17128
Clearfield Bank and Trust Company	11 North 2nd Street Clearfield, PA 16830
Hudson and Keyse, LLC	107 North Commerce Way Bethlehem, PA 16833
Onyx Investment, LLC and Eagle Resource, LLC and Advanta Bank Corporation	c/o Christopher M. Boback, Esquire Suite 2200 Gulf Tower Pittsburgh, PA 15219
Commonwealth of PA Dept. of Revenue Water Revenue Bureau	Municipal Services Building 1401 JFK Blvd. Philadelphia, PA 19102
Remit Corporation and UNIFUND CCR	36 West Main Street PO Box 7 Bloomsburg, PA 17815
LVNV Funding, LLC	2417 Welsh Road, Ste 520 Philadelphia, PA 19114

4. Name and address of the last recorded holder of every mortgage of record:

Name	Address
None other.	

*Exhibit A*



5. Name and address of every other person who has any record lien on the property:

Name	Address
------	---------

None.

6. Name and address of every other person who has any record interest in the property which may be affected by the sale:

Name	Address
------	---------

None.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name	Address
------	---------

Tenant/Occupants	123 Ridge Avenue Curwensville, PA 16833
------------------	--

Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
--	---------------------------------------

Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
--	---

Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
--	--

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
--	---

Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
--	--

United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
--	--

Internal Revenue Service Federated Investors Tower	1001 Liberty Avenue, Ste 1300 Pittsburgh, PA 15222
---	---

Commonwealth of PA Dept of Revenue Bureau of Compliance /Sheriff's Sales	Department 281230 Harrisburg, PA 17128-1230
--	--

**Exhibit A**

8. Name and address of Attorney of record:

None.

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

**DATE: February 13, 2008**

**McCABE, WEISBERG, AND CONWAY, P.C.**

**BY:** 

**Attorneys for Plaintiff**

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIRO, ESQUIRE**

**FRANK DUBIN, ESQUIRE**

**ANDREW L. MARKOWITZ, ESQUIRE**

**KEVIN DISKIN, ESQUIRE**

**Exhibit A**

### LEGAL DESCRIPTION

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BEING TAX PARCEL NO. 6.1-H10-0299-00015.

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**Exhibit A**

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**

**MARC S. WEISBERG, ESQUIRE - ID # 17616**

**EDWARD D. CONWAY, ESQUIRE - ID # 34687**

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**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**

**Philadelphia, Pennsylvania 19109**

**(215) 790-1010**

**Countrywide Home Loans, Inc.**

**Plaintiff**

**v.**

**Andrew G. Batcho, Jr. a/k/a Andrew Batcho  
and Kerrie A. Batcho.**

**Defendants**

**COURT OF COMMON PLEAS  
CLEARFIELD COUNTY**

**Number 07-1659-CD**

**DATE: March 20, 2008**

**TO: ALL PARTIES IN INTEREST AND CLAIMANTS**

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

**OWNERS: Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho**

**PROPERTY: 123 Ridge Avenue, Curwensville, PA 16833**

**IMPROVEMENTS: Three-Story Frame House and Outbuildings**

The above-captioned property is scheduled to be sold at the Sheriff's Sale on **FRIDAY, MAY 2, 2008, at 10:00 a.m.** in the Sheriff's Office, at the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania 16830. Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

**Exhibit B**

**Check type of service:**

☐ Certified

☐ COD

☐ Delivery Confirmation

☐ Express Mail

☐ Insured


☒ Registered Delivery (International)

☐ Registered

☐ Return Receipt for Merchandise

☐ Signature Confirmation

[illegible]


 JES POSTAGE  
**\$ 05.600**  
 PRIMEY HOUSE  
 MAR 21 2008  
 ZIP CODE 19109

## Exhibit B



**McCABE, WEISBERG AND CONWAY, P.C.**  
BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**  
**KEVIN DISKIN, ESQUIRE - ID # 86727**

**Attorneys for Plaintiff**

123 South Broad Street, Suite 2080  
Philadelphia, Pennsylvania 19109  
(215) 790-1010

Countrywide Home Loans, Inc.  
Plaintiff

v.

Andrew G. Batcho, Jr. a/k/a Andrew  
Batcho and Kerrie A. Batcho  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1659-CD

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF PHILADELPHIA :

The undersigned, hereby certifies that he is the attorney for Plaintiff in the within matter, being duly sworn according to law, deposes and says that a true and correct copy of the Notice of Sheriff's Sale was served upon the Defendant, Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho, by regular mail, certificate of mailing, and certified mail, return receipts requested, dated March 17, 2008, and addressed to 123 Ridge Avenue, Curwensville, PA 16833. The regular mail was never returned, and the certified mail was personally signed for by Andrew G. Batcho, Jr. a/k/a Andrew Batcho for both defendants on February 7, 2008. True and correct copies of the letters, certificate of mailing, certified receipt numbers 7005-1820-0002-3156-4132 and 7005-1820-0002-3156-4149, signed green cards are attached hereto, made part hereof, and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 26<sup>th</sup> DAY

OF MARCH, 2008.

*Gloria D. Mitchell*  
NOTARY PUBLIC  
NOTARIAL SEAL  
GLORIA D. MITCHELL, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 2, 2011

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: *[Signature]*

Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
KEVIN DISKIN, ESQUIRE

**FILED**  
APR 21 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input checked="" type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Kerrle A. Batcho  123 Ridge Avenue  Curwensville, PA 16833</p>		<p>B. Received by (Printed Name) <input checked="" type="checkbox"/> Yes  Andrew Batcho Jr</p> <p>C. Date of Delivery 3/22/08</p>	
<p>2. Article Number  (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>7005 1820 0002 3156 4149</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>Domestic Return Receipt</p>		<p>102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input checked="" type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Andrew G. Batcho, Jr, et al  123 Ridge Avenue  Curwensville, PA 16833</p>		<p>B. Received by (Printed Name) <input checked="" type="checkbox"/> Yes  Andrew Batcho Jr</p> <p>C. Date of Delivery 3/22/08</p>	
<p>2. Article Number  (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>7005 1820 0002 3156 4132</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>Domestic Return Receipt</p>		<p>102595-02-M-1540</p>	

Exhibit A



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## Track & Confirm

### Search Results

Label/Receipt Number: 7005 1820 0002 3156 4132  
Status: **Delivered**

Your item was delivered at 10:48 AM on March 22, 2008 in ALIQUIPPA, PA 15001.

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# Exhibit A

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## Track & Confirm

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Label/Receipt Number: 7005 1820 0002 3156 4149  
Status: **Delivered**

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See & Listen  
National & Premier AccountsInquiries/Comments  
National & Premier Accounts

# Exhibit A

McCABE, WEISBERG AND CONWAY, P.C.

BY: TERRENCE J. McCABE, ESQUIRE - ID # 16496

MARC S. WEISBERG, ESQUIRE - ID # 17616

EDWARD D. CONWAY, ESQUIRE - ID # 34687

MARGARET GAIRO, ESQUIRE - ID # 34419

KEVIN DISKIN, ESQUIRE - ID # 86727

123 South Broad Street, Suite 2080

Philadelphia, Pennsylvania 19109

(215) 790-1010

Countrywide Home Loans, Inc.  
Plaintiff

v.

Andrew G. Batcho, Jr. a/k/a Andrew  
Batcho and Kerrie A. Batcho  
Defendants

Attorneys for Plaintiff

FILED

319:0962  
JUL 14 2008

William A. Shaw  
Prothonotary/Clerk of Courts

NOC

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 07-1659-CD

**AMENDED  
AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF PHILADELPHIA :

The undersigned, hereby certifies that he is the attorney for Plaintiff in the within matter, being duly sworn according to law, deposes and says that a true and correct copy of the Notice of Sheriff's Sale was served upon the Defendant, Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho, by regular mail, certificate of mailing, and certified mail, return receipts requested, dated March 17, 2008, and addressed to 123 Ridge Avenue, Curwensville, PA 16833. The regular mail was never returned, and the certified mail was personally signed for by Andrew G. Batcho, Jr. a/k/a Andrew Batcho for both defendants on March 22, 2008. True and correct copies of the letters, certificate of mailing, certified receipt numbers 7005-1820-0002-3156-4132 and 7005-1820-0002-3156-4149, signed green cards are attached hereto, made part hereof, and marked as Exhibit "A".

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 9<sup>th</sup> DAY

OF July, 2008.

McCABE, WEISBERG AND CONWAY, P.C.

BY: 

Attorneys for Plaintiff  
TERRENCE J. McCABE, ESQUIRE  
MARC S. WEISBERG, ESQUIRE  
EDWARD D. CONWAY, ESQUIRE  
MARGARET GAIRO, ESQUIRE  
ANDREW L. MARKOWITZ, ESQUIRE

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
GLORIA D. MITCHELL, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 2, 2011

NOTARY PUBLIC

NOTARIAL SEAL  
GLORIA D. MITCHELL, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 2, 2011

*Attorney Outsourcing Support Services, Inc.*

Stacey O'Connell  
Operations Manager

Suite 2050  
123 S. Broad Street  
Philadelphia PA 19109  
tel. (215)790-5964  
fax. (215)790-5990

Serving  
Connecticut, New York,  
New Jersey, Pennsylvania,  
Maryland,  
Virginia, and D.C.

March 17, 2008

Kerrie A. Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

Re: Countrywide Home Loans, Inc.  
vs. Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho  
CCP, Clearfield County, No. 07-1659-CD  
Premises: 123 Ridge Avenue, Curwensville, PA 16833

Dear Kerrie A. Batcho:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,

Stacey O'Connell, Operations Manager  
McCabe, Weisberg and Conway, P.C.

/mwi

Enclosure

SENT VIA REGULAR MAIL AND  
CERTIFIED MAIL NUMBER 7005 1820 0002 3156 4149  
RETURN RECEIPT REQUESTED

**EXHIBIT A**

Assisting Attorney's in Service of Process, Skip trace Searches, Tax Certifications, Bankruptcy Filing  
Services, Death Investigations and Sheriff Sale Notifications

*This is a communication from a debt collector.  
This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*

32894

***Attorney Outsourcing Support Services, Inc.***

***Stacey O'Connell***  
***Operations Manager***

Suite 2050  
123 S. Broad Street  
Philadelphia PA 19109  
tel. (215)790-5964  
fax. (215)790-5990

*Serving*  
*Connecticut, New York,*  
*New Jersey, Pennsylvania,*  
*Maryland,*  
*Virginia, and D.C.*

March 17, 2008

Andrew G. Batcho, Jr. a/k/a Andrew Batcho  
123 Ridge Avenue  
Curwensville, PA 16833

Re: Countrywide Home Loans, Inc.  
vs. Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho  
CCP, Clearfield County, No. 07-1659-CD  
Premises: 123 Ridge Avenue, Curwensville, PA 16833

Dear Andrew G. Batcho, Jr. a/k/a Andrew Batcho:

Enclosed is a Notice of Sheriff's Sale relative to the above-captioned matter.

Very truly yours,

***Stacey O'Connell, Operations Manager***  
***McCabe, Weisberg and Conway, P.C.***

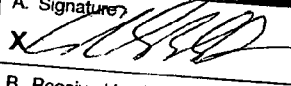
/mwi  
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SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Kerrie A. Batcho 123 Ridge Avenue Curwensville, PA 16833</p>		<p>B. Received by (Printed Name) Andrew Batcho Jr.</p>	<p>C. Date of Delivery 3/22/08</p>
<p>2. Article Number (Transfer from service label)</p> <p>7005 1820 0002 3156 4149</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	

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<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Andrew G. Batcho, Jr., et al 123 Ridge Avenue Curwensville, PA 16833</p>		<p>B. Received by (Printed Name) Andrew Batcho Jr.</p>	<p>C. Date of Delivery 3/22/08</p>
<p>2. Article Number (Transfer from service label)</p> <p>7005 1820 0002 3156 4132</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	

**EXHIBIT A**

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United States Postal Service  
Improving the World



United States Postal Service  
Protecting the World

# Exhibit A



**Check type of mail or service:**

☐ Certified ☐ Recorded Delivery (International)

☐ COD ☐ Registered

☐ Delivery Confirmation ☐ Return Receipt for Merchandise

☐ Express Mail ☐ Signature Confirmation

☐ Insured

SC	SH	RD	RR
Fee	Fee	Fee	Fee

[illegible]

**Complete by Typewriter, Ink, or Ball Point Pen**

# EXHIBIT A

32894

**FILED**

**JUL 14 2008**

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

FILED <sup>ms</sup>cc  
m/s: 2061  
FEB 14 2008 @K

William A. Shaw  
Prothonotary/Clerk of Courts

**McCABE, WEISBERG AND CONWAY, P.C.**

BY: **TERRENCE J. McCABE, ESQUIRE - ID # 16496**  
**MARC S. WEISBERG, ESQUIRE - ID # 17616**  
**EDWARD D. CONWAY, ESQUIRE - ID # 34687**  
**MARGARET GAIRO, ESQUIRE - ID # 34419**  
**FRANK DUBIN, ESQUIRE - ID # 19280**  
**ANDREW L. MARKOWITZ, ESQUIRE - ID # 28009**  
**KEVIN DISKIN, ESQUIRE - ID # 86727**

**Attorneys for Plaintiff**

**123 South Broad Street, Suite 2080**  
**Philadelphia, Pennsylvania 19109**  
**(215) 790-1010**

**Countrywide Home Loans, Inc.**  
**Plaintiff**

**v.**

**Andrew G. Batcho, Jr. a/k/a Andrew Batcho**  
**and Kerrie A. Batcho**  
**Defendants**

**COURT OF COMMON PLEAS**  
**CLEARFIELD COUNTY**

**Number 07-1659-CD**

**AFFIDAVIT PURSUANT TO RULE 3129**

I, Andrew L. Markowitz, Esquire, attorney for Plaintiff in the above action, set forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at: 123 Ridge Avenue, Curwensville, PA 16833, a copy of the description of said property is attached hereto and marked Exhibit "A".

**1. Name and address of Owners or Reputed Owners:**

Name	Address
Andrew G. Batcho, Jr. a/k/a Andrew Batcho	123 Ridge Avenue Curwensville, PA 16833
Kerrie A. Batcho	123 Ridge Avenue Curwensville, PA 16833

2. Name and address of Defendants in the judgment:

Name	Address
Andrew G. Batcho, Jr. a/k/a Andrew Batcho	123 Ridge Avenue Curwensville, PA 16833
Kerrie A. Batcho	123 Ridge Avenue Curwensville, PA 16833

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name	Address
Commonwealth of PA Dept. of Revenue	Dept. 280948 Harrisburg, PA 17128
Clearfield Bank and Trust Company	11 North 2nd Street Clearfield, PA 16830
Hudson and Keyse, LLC	107 North Commerce Way Bethlehem, PA 16833
Onyx Investment, LLC and Eagle Resource, LLC and Advanta Bank Corporation	c/o Christopher M. Boback, Esquire Suite 2200 Gulf Tower Pittsburgh, PA 15219
Commonwealth of PA Dept. of Revenue Water Revenue Bureau	Municipal Services Building 1401 JFK Blvd. Philadelphia, PA 19102
Remit Corporation and UNIFUND CCR	36 West Main Street PO Box 7 Bloomsburg, PA 17815
LVNV Funding, LLC	2417 Welsh Road, Ste 520 Philadelphia, PA 19114

4. Name and address of the last recorded holder of every mortgage of record:

Name	Address
None other.	

5. Name and address of every other person who has any record lien on the property:

Name	Address
------	---------

None.

6. Name and address of every other person who has any record interest in the property which may be affected by the sale:

Name	Address
------	---------

None.

7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name	Address
------	---------

Tenant/Occupants	123 Ridge Avenue Curwensville, PA 16833
------------------	--

Commonwealth of PA Department of Public Welfare	P.O. Box 2675 Harrisburg, PA 17105
--	---------------------------------------

Commonwealth of Pennsylvania Inheritance Tax Office	1400 Spring Garden Street Philadelphia, PA 19130
--	---

Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6th Floor, Strawberry Square Department #280601 Harrisburg, PA 17128
--	--

Department of Public Welfare TPL Casualty Unit Estate Recovery Program	Willow Oak Building P.O. Box 8486 Harrisburg, PA 17105-8486
--	---

Rick Redden - Director Clearfield County Domestic Relations Office	Clearfield County Courthouse 230 East Market Street Clearfield, PA 16830
--	--

United States of America c/o Attorney for the Western District of PA	633 U.S. Post Office and Courthouse 7 <sup>th</sup> & Grant Streets Pittsburgh, PA 15219
--	--

Internal Revenue Service Federated Investors Tower	1001 Liberty Avenue, Ste 1300 Pittsburgh, PA 15222
---	---

Commonwealth of PA Dept of Revenue Bureau of Compliance /Sheriff's Sales	Department 281230 Harrisburg, PA 17128-1230
--	--

8. Name and address of Attorney of record:

None.

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

**DATE: February 13, 2008**

**McCABE, WEISBERG, AND CONWAY, P.C.**

**BY:** 

**Attorneys for Plaintiff**

**TERRENCE J. McCABE, ESQUIRE**

**MARC S. WEISBERG, ESQUIRE**

**EDWARD D. CONWAY, ESQUIRE**

**MARGARET GAIRO, ESQUIRE**

**FRANK DUBIN, ESQUIRE**

**ANDREW L. MARKOWITZ, ESQUIRE**

**KEVIN DISKIN, ESQUIRE**

## LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground situate in the First Ward of Curwensville Borough, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stake at the intersection of Ridge Avenue and a street lying northwesterly of the premises herein described; thence along said street North Fifty-two (52) degrees Thirty-six (36) minutes East Two Hundred Seventy (270) feet, more or less, to a part of the said street; thence South Fifty-eight (58) degrees Thirty (30) minutes East Twenty-eight (28) feet to a post; thence South Fifty-two (52) degrees Thirty-six (36) minutes West Thirty-six (36) feet to a stone corner; thence South Thirty (30) degrees Fifteen (15) minutes East Eighty-five and Two-tenths (85.2) feet to a stake; thence by land of which this is a part South Fifty-two (52) degrees Thirty-six (36) minutes West Two Hundred Forty-two (242) feet to a stake at Ridge Avenue; thence by Ridge Avenue North Twenty-six and Fifty-three One-hundredths (26.53) minutes West One Hundred Fourteen (114) feet to stake and place of BEGINNING.

HAVING THEREON ERECTED a Three-story frame dwelling house and outbuildings.

BEING KNOWN AS 123 Ridge Avenue, Clearfield, PA 16833.

BEING TAX PARCEL NO. 6.1-H10-0299-00015.

EXCEPTING AND RESERVING therefrom a Fourteen (14) foot private driveway or alley lying at the back of the dwelling house and extending from the unnamed street (which street is northwest of the premises conveyed) to the residue of the property formerly of Cora A. Swoope. Said private driveway being attached to the residue of the property formerly of Cora A. Swoope and being appurtenant to said residue.

BEING THE SAME PREMISES which R. James Griffith, Executor of the Estate of Margaret M. Griffith, Deceased, by Deed dated October 12, 2000 and recorded October 12, 2000 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200015252, granted and conveyed unto Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any.)

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 20734  
NO: 07-1659-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: ANDREW G. BATCHO, JR. A/K/A ANDREW BATCHO AND KERRIE A. BATCHO

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 2/14/2008

LEVY TAKEN 3/3/2008 @ 2:45 PM

POSTED 3/3/2008 @ 2:45 PM

SALE HELD 7/11/2008

SOLD TO FEDERAL NATIONAL MORTGAGE ASSOCIATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 9/5/2008

DATE DEED FILED 9/5/2008

PROPERTY ADDRESS 123 RIDGE AVENUE CURWENSVILLE , PA 16833

**FILED**

012:12:37  
SEP 05 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

@

SERVED ANDREW G. BATCHO, JR. A/K/A ANDREW BATCHO

DEPUTIES UNABLE TO SERVE ANDREW G. BATCHO, JR. A/K/A ANDREW BATCHO, DEFENDANT, AT 123 RIDGE AVENUE, CURWENSVILLE, PENNSYLVANIA THE HOUSE IS EMPTY.

@

SERVED KARRIE A. BATCHO

DEPUTIES UNABLE TO SERVE KARRIE A. BATCHO, DEFENDANT, AT 123 RIDGE AVENUE, CURWENSVILLE, PENNSYLVANIA THE HOUSE IS EMPTY.

4/26/2008 @

SERVED ANDREW G. BATCHO, JR. A/K/A ANDREW BATCHO

SERVED ANDREW G. BATCHO, JR. A/K/A ANDREW BATCHO, DEFENDANT, BY REG & CERT MAIL TO P. O. BOX 531, ALIQUIPPA, PA 15001. CERT #70060810000145074159 SIGNED FOR BY ANDREW BATCHO

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

4/26/2008 @

SERVED KERRIE A. BATCHO

SERVED KERRIE A. BATCHO, DEFENDANT, BY REG & CERT MAIL TO P. O. BOX 531 ALIQUIPPA, PA 15001. CERT #7006081000045074166. SIGNED FOR BY ANDREW ATCHO, JR.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT, NOTICE OF SALE , AND COPY OF THE LEVY.

@

SERVED

NOW, APRIL 23, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR MAY 2, 2008 TO JULY 11, 2008.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20734  
NO: 07-1659-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: ANDREW G. BATCHO, JR. A/K/A ANDREW BATCHO AND KERRIE A. BATCHO

Execution REAL ESTATE

SHERIFF RETURN

---


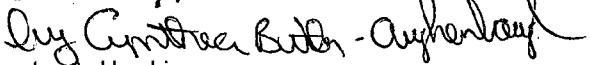
SHERIFF HAWKINS \$233.04

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)**

**P.R.C.P. 3180 to 3183 and Rule 3257**

Countrywide Home Loans, Inc.  
Plaintiff

v.

Andrew G. Batcho, Jr. a/k/a Andrew Batcho and  
Kerrie A. Batcho  
Defendants

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Number 07-1659-CD

Commonwealth of Pennsylvania :  
: SS.  
County of Clearfield :

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

All real property and improvements thereon located at:  
123 Ridge Avenue, Curwensville, PA 16833

Amount Due	\$ 111,530.73
Interest from 02/15/2008 to DATE OF SALE	\$
@ \$18.33 per diem	
Costs	\$
Total	\$ _____ Plus costs as endorsed.
	125.00 Prothonotary costs

Dated: 2/14/08  
(SEAL)

Received this writ this 14<sup>th</sup> day  
of February A.D. 2008  
At 3.00 A.M./P.M.

William L. Hays  
Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

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

Christa A. Hunkeler  
Sheriff by Cynthia Butler

## LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground situate in the First Ward of Curwensville Borough, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stake at the intersection of Ridge Avenue and a street lying northwesterly of the premises herein described; thence along said street North Fifty-two (52) degrees Thirty-six (36) minutes East Two Hundred Seventy (270) feet, more or less, to a part of the said street; thence South Fifty-eight (58) degrees Thirty (30) minutes East Twenty-eight (28) feet to a post; thence South Fifty-two (52) degrees Thirty-six (36) minutes West Thirty-six (36) feet to a stone corner; thence South Thirty (30) degrees Fifteen (15) minutes East Eighty-five and Two-tenths (85.2) feet to a stake; thence by land of which this is a part South Fifty-two (52) degrees Thirty-six (36) minutes West Two Hundred Forty-two (242) feet to a stake at Ridge Avenue; thence by Ridge Avenue North Twenty-six and Fifty-three One-hundredths (26.53) minutes West One Hundred Fourteen (114) feet to stake and place of BEGINNING.

HAVING THEREON ERECTED a Three-story frame dwelling house and outbuildings.

BEING KNOWN AS 123 Ridge Avenue, Clearfield, PA 16833.

BEING TAX PARCEL NO. 6.1-H10-0299-00015.

EXCEPTING AND RESERVING therefrom a Fourteen (14) foot private driveway or alley lying at the back of the dwelling house and extending from the unnamed street (which street is northwest of the premises conveyed) to the residue of the property formerly of Cora A. Swoope. Said private driveway being attached to the residue of the property formerly of Cora A. Swoope and being appurtenant to said residue.

BEING THE SAME PREMISES which R. James Griffith, Executor of the Estate of Margaret M. Griffith, Deceased, by Deed dated October 12, 2000 and recorded October 12, 2000 in the Office of the Recorder of Deeds in and for Clearfield County in Instrument No. 200015252, granted and conveyed unto Andrew G. Batcho, Jr. and Kerrie A. Batcho, husband and wife.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any.)

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ANDREW G. BATCHO, JR. A/K/A ANDREW BATCHO

NO. 07-1659-CD

NOW, September 05, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on July 11, 2008, I exposed the within described real estate of Andrew G. Batcho, Jr. A/K/A Andrew Batcho And Kerrie A. Batcho to public venue or outcry at which time and place I sold the same to FEDERAL NATIONAL MORTGAGE ASSOCIATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	6.06
LEVY	15.00
MILEAGE	6.06
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                   \$233.04**

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	31.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$31.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	111,530.73
INTEREST @ 18.3300 %	2,694.51
FROM 02/15/2008 TO 07/11/2008	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST                   \$114,265.24**

**COSTS:**

ADVERTISING	752.36
TAXES - COLLECTOR	538.56
TAXES - TAX CLAIM	4,223.20
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	31.50
SHERIFF COSTS	233.04
LEGAL JOURNAL COSTS	198.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	317.15

**TOTAL COSTS                                   \$6,563.81**

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

## 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.

Article Addressed to:

ANDREW G. BATCHO, JR.  
A/K/A ANDREW BATCHO  
P. O. BOX 531  
ALIQUIPPA, PA 15001

2. Article Number  
(Transfer from service label)

7006 0810 0001 4507 4159

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

Andrew Batcho Jr

C. Date of Delivery

4/26/08

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

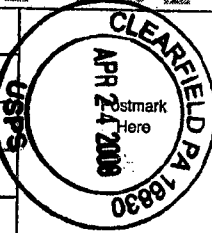
Postage \$

Certified Fee

Return Receipt Fee  
(Endorsement Required)Restricted Delivery Fee  
(Endorsement Required)

Total Postage &amp; Fees \$

5.38



Sent To

Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

KERRIE A. BATCHO  
P. O. BOX 531  
ALIQUIPPA, PA 15001

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

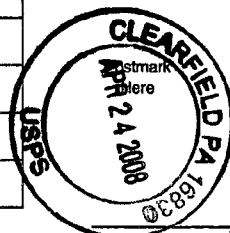
Postage \$

Certified Fee

Return Receipt Fee  
(Endorsement Required)Restricted Delivery Fee  
(Endorsement Required)

Total Postage &amp; Fees \$

5.38



Sent To

Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

ANDREW G. BATCHO, JR.  
A/K/A ANDREW BATCHO  
P. O. BOX 531  
ALIQUIPPA, PA 15001

PS Form 3800, June 2002

See Reverse for Instructions

## 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:

KERRIE A. BATCHO  
P. O. BOX 531  
ALIQUIPPA, PA 15001

2. Article Number  
(Transfer from service label)

7006 0810 0001 4507 4166

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

Andrew Batcho Jr

C. Date of Delivery

4/26/08

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

LAW OFFICES  
**McCABE, WEISBERG & CONWAY, P.C.**

TERRENCE J. McCABE\*\*\*  
 MARC S. WEISBERG\*\*  
 EDWARD D. CONWAY  
 MARGARET GAIRO  
 LISA L. WALLACE†  
 BRENDA L. BROGDON\*  
 FRANK DUBIN  
 ANDREW L. MARKOWITZ  
 GAYL C. SPIVAK\*  
 KEVIN DISKIN\*  
 SCOTT TAGGART\*  
 MARISA COHEN\*  
 KATHERINE SANTANGINI\*\*  
 JASON BROOKS\*  
 DEBORAH K. CURRAN\*  
 LAURA H.G. O'SULLIVAN†  
 STEPHANIE H. HURLEY\*\*

SUITE 2080  
 173 SOUTH BROAD STREET  
 PHILADELPHIA, PA 19109  
 (215) 790-1010  
 FAX (215) 790-1274

SUITE 600  
 216 HADDON AVENUE  
 WESTMONT, NJ 08108  
 (856) 858-1080  
 FAX (856) 858-7020

SUITE 401  
 145 HUGUENOT STREET  
 NEW ROCHELLE, NY 10801  
 (914) 636-8900  
 FAX (914) 636-8901  
 Also servicing Connecticut

SUITE 302  
 8101 SANDY SPRING ROAD  
 LAUREL, MD 20707  
 (301) 490-1198  
 FAX (301) 490-1508  
 Also servicing The District of Columbia  
 and Virginia

Of Counsel  
 DEBORAH K. CURRAN\* - MD & DC  
 LAURA H.G. O'SULLIVAN\* - MD & DC  
 STEPHANIE H. HURLEY\* - MD  
 JOSEPH F. RIGA\* - PA & NJ

\* Licensed in PA & NJ  
 \*\* Licensed in PA & NY  
 \* Licensed in NY  
 \*\* Licensed in NJ  
 \* Licensed in PA & WA  
 \*\*\* Licensed in PA, NJ & NY  
 † Licensed in NY & CT  
 \* Licensed in MD & DC  
 \*\* Licensed in MD  
 † Managing Attorney for NY  
 \* Managing Attorney for MD

April 23, 2008

Sheriff of Clearfield County  
 Clearfield County Courthouse  
 230 East Market Street  
 Clearfield, PA 16830

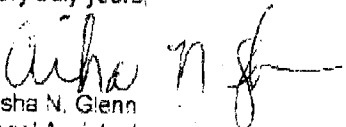
Re: Countrywide Home Loans, Inc.  
 vs. Andrew G. Batcho, Jr. a/k/a Andrew Batcho and Kerrie A. Batcho  
 CCP, Clearfield County. No. 07-1659-CD  
 Premises: 123 Ridge Avenue, Curwensville, PA 16833

Dear Sheriff:

As you know, the above-captioned matter is currently scheduled for the May 2, 2008, Sheriff's Sale. I am requesting at this time that you postpone this matter to the July 11, 2008 Sheriff's Sale.

As acknowledgment of this postponement, I would appreciate your signing or time-stamping a copy of this letter and faxing the same to my attention. Thank you for your cooperation.

Very truly yours,

  
 Aisha N. Glenn  
 Legal Assistant

/ang

SENT VIA FACSIMILE TRANSMITTAL--NUMBER 814-765-5915  
 SHERIFF'S OFFICE-RECEIVED BY:

SIGNATURE

DATE

*This is a communication from a debt collector.  
 This letter may be an attempt to collect a debt and any information obtained will be used for that purpose.*