

07-1805-CD  
Countrywide Home Loans vs Debra Olenick

# GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX B-35

Plano, TX 75024-3632

*Plaintiff*

vs.

DEBRA A. OLENICK

PAUL D. OLENICK

**Mortgagors and Real Owners**

1750 Six Mile Road

Philipsburg, PA 16866

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term *07-1805-C*  
No.

**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 the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

## PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

pd \$85.00 Atty  
FILED  
m/1/15 cm NOV - 6 2007 4CC Shft  
NOV - 6 2007 4CC Shft  
WM

## KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

William A. Shaw  
Prothonotary/Clerk of Courts

Dec 13, 2007 Document

Reinstated/Reissued to Sheriff/Attorney  
for service

*[Signature]*  
GK  
Deputy Prothonotary

## A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

Resources available for Homeowners in Foreclosure

**ACT NOW!**

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 57225FC.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

**This Action of Mortgage Foreclosure will continue unless you take action to stop it.**

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.
2. The names and addresses of the Defendants are DEBRA A. OLENICK, 94 Lingle Street, Osceola Mills, PA 16666 and PAUL D. OLENICK, 94 Lingle Street, Osceola Mills, PA 16666, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On January 30, 2006 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200601644. The mortgage has been assigned to: COUNTRYWIDE HOME LOANS INC. by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for October 01, 2006 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

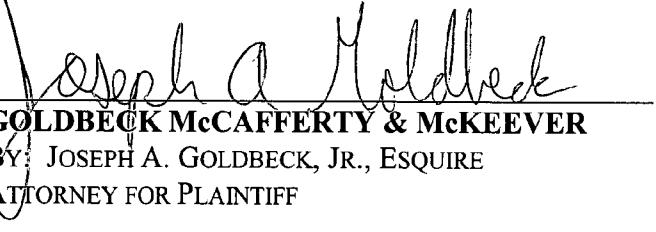
Principal Balance .....	\$146,252.50
Interest from 09/01/2006 through 10/31/2007 at 6.5000%.....	\$11,093.03
Per Diem interest rate at \$26.04	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph.....	\$7,312.63
Late Charges from 10/01/2006 to 10/31/2007 .....	\$604.76
Monthly late charge amount at \$46.52	
Costs of suit and Title Search .....	\$900.00
Monthly Escrow amount \$206.35	
	<hr/>
	<b>\$166,162.92</b>

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy

proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$166,162.92, together with interest at the rate of \$26.04, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

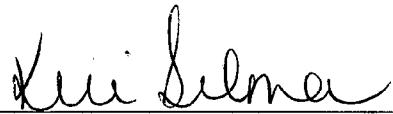
**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, KERI SELMAN, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 11/5/07



KERI SELMAN, ASSISTANT VICE PRESIDENT

#117733662 - DEBRA A. OLENICK and PAUL D. OLENICK

# *Exhibit A*

**EXHIBIT "A"**

**ALL** that certain lot or tract of land situate in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin at the southern right of way line of S. R. 17057 at the northeast corner of Lot 1, a point of curvature of a curve to the right having a radius of 1835.32 feet; thence following the arc of said curve a distance of 156.72 feet, the chord of said curve being North 70 degrees 00 minutes 41 seconds East a distance of 156.67 feet to a point; thence along said right of way line North 72 degrees 27 minutes 27 seconds East a distance of 194.94 feet to an iron pin; thence along Lot 4, South 25 degrees 00 minutes 00 seconds East a distance of 627.34 feet to an iron pin; thence along lands now or formerly of William Pryde, South 65 degrees 00 minutes 00 seconds West a distance of 349.36 feet to an iron pin; thence along Lot 2 and Lot 1, North 25 degrees 00 minutes 00 seconds West a distance of 666.32 feet to the point of beginning. **CONTAINING** 5.21 acres, more or less, being Lot 3 of Highland Terrace Subdivision as recorded to Clearfield County Map File No. 2572.

**BEING** further identified as Clearfield County Tax Parcel No. 112-P12-376 as shown on the assessment map in the records of Clearfield County, PA.

**BEING** the same premises as vested unto the Borrowers herein by deed being recorded contemporaneously herewith.

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: October 1, 2007

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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

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

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

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

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

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification obtenga una traducion immediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & MCKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734  
HomeRetention@goldbecklaw.com

Date: October 1, 2007

TO: DEBRA A. OLENICK

Homeowners Name: DEBRA A. OLENICK and PAUL D. OLENICK

Property Address: 1750 Six Mile Road, Philipsburg, PA 16866

Loan Account No.: 117733662

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

Current Lender/Servicer: COUNTRYWIDE HOME LOANS INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR  
CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR  
MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE  
PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may **NOT** take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of

designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **1750 Six Mile Road, Philipsburg, PA 16866 IS SERIOUSLY IN DEFAULT** because:

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

- (a) Monthly payment from 10/01/2006 thru 10/1/2007  
(12 mos. at \$1,136.75/month) \$13,641.00
- (b) Late charges from 10/01/2006 thru 10/1/2007  
(12 mos. at \$46.52/month) \$558.24
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$14,199.24

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$14,199.24, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Attention: Act Letter Department  
COUNTRYWIDE HOME LOANS INC.  
c/o Goldbeck McCafferty & McKeever  
701 Market Street  
Suite 5000  
Philadelphia, PA 19106  
HomeRetention@goldbecklaw.com  
866-413-2311

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: COUNTRYWIDE HOME LOANS, INC.

Address: 7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Phone Number: 800-669-4576  
Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944

Fax Number: 215-825-6441

Contact Person: HomeRetention@goldbecklaw.com

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Contact: [HomeRetention@goldbecklaw.com](mailto:HomeRetention@goldbecklaw.com)**

**Phone Number: 800-669-4576**

**Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944**

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

**KEYSTONE ECONOMIC DEVELOPMENT CORPORATION**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

**CCCS OF WESTERN PENNSYLVANIA INC.**  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

**CCCS OF WESTERN PENNSYLVANIA**  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

**INDIANA CO COMMUNITY ACTION PROGRAM**  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

**CCCS OF NORTHEASTERN PA**  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669



HOME LOANS  
P.O. Box 9048  
Temecula, CA 92589-9048

*Send Payments To:*  
PO BOX 660694  
Dallas, TX 75266-0694

*Send Correspondence to:*  
PO Box 5170, MS SV314B  
Simi Valley, CA 93065



2204512010

PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
WSO

Paul D Olenick  
1750 SIX MILE RD  
PHILIPSBURG, PA 16866-8314

070731-BLQPA1





P.O. Box 660694  
Dallas, TX 75266-0694

Send Payments to:  
PO Box 660694  
Dallas, TX 75266-0694

July 31, 2007

Paul D Olenick  
1750 SIX MILE RD  
PHILIPSBURG, PA 16866-8314

Account No.: 117733662  
Property Address:  
1750 Six Mile Road  
Philipsburg, PA 16866  
Current Servicer:  
Countrywide Home Loans Servicing LP

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

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

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

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

HOMEOWNER'S NAME(S):  
PROPERTY ADDRESS:

Paul D Olenick  
1750 Six Mile Road  
Philipsburg, PA 16866

LOAN ACCT. NO.:

117733662

ORIGINAL LENDER:

Countrywide Home Loans Servicing LP

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

Please write your account number on all checks and correspondence.  
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Account Number: **117733662-3**

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (If total is more than \$5000, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Countrywide  
PO BOX 660694  
Dallas, TX 75266-0694

Balance Due for charges listed above: \$12,956.21 as of 07/31/2007.

Please update e-mail information on the reverse side of this coupon.

BLQPA1

Additional Principal

Additional Escrow

Other

Check Total



117733662300001295621001295621

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:  
IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND  
IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

#### NOTICE OF INTENT TO FORECLOSE

**YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE.**

#### YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

1750 Six Mile Road Philipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because

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

<b><u>Monthly Charges:</u></b>	10/01/2006	\$5,683.75
	03/01/2007	\$6,613.40
<b><u>Late Charges:</u></b>	10/01/2006	\$139.56
<b><u>Other Late Charges</u></b>	Total Late Charges:	\$0.00
	Uncollected Costs:	\$519.50
	Partial Payment Balance:	(\$0.00)
	<b>TOTAL DUE:</b>	<b>\$12,956.21</b>

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: **117733662**  
Paul D Olenick E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countrywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$12,956.21, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<b>Countrywide Home Loans Servicing LP</b>
<b>Address:</b>	<b>P. O. Box 660694 Dallas, TX 75266-0694</b>
<b>Phone Number:</b>	<b>1-800-669-6654</b>
<b>Fax Number:</b>	<b>1-805-577-3432</b>
<b>Contact Person:</b>	<b>MS PTX-36</b>
	<b>Attention: Loan Counselor</b>

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.



TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before August 30, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by August 30, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-6654.

#### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

##### **CENTRE COUNTY**

CCCS of Northeastern PA  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
570.323.6627  
800.922.9537  
Lycam.Clinic Co Comm fo  
Comm Action  
2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
570.326.0587

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

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

GOLDBECK McCAFFERTY &  
McKEEVER  
BY: JOSEPH A. GOLDBECK, JR.  
ATTORNEY I.D. #16132  
SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

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COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
1750 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 07-1805-CD

PRAECIPE TO REINSTATE COMPLAINT

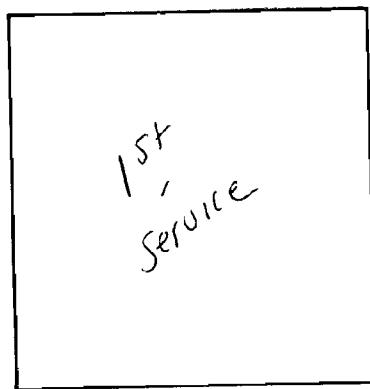
Kindly reinstate the Complaint in the above captioned matter.

GOLDBECK, McCAFFERTY & McKEEVER



By Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff

FILED Atty pd.  
11/03/01 7.00  
DEC 13 2001 3 Complaints  
Reinstated  
William A. Shaw Prothonotary/Clerk of Courts to Sheriff  
96



In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 4 Services

Sheriff Docket #

**103404**

COUNTRYWIDE HOMES LOANS INC.

Case # 07-1805-CD

vs.

DEBRA A. OLENICK and PAUL D. OLENICK

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 26, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DEBRA A. OLENICK, DEFENDANT. 1750 SIX MILE ROAD, PHILIPSBURG "VACANT".

SERVED BY: /

**FILED**  
01/31/2008  
FEB 26 2008  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 4 Services

Sheriff Docket # **103404**

COUNTRYWIDE HOMES LOANS INC.

Case # 07-1805-CD

vs.

DEBRA A. OLENICK and PAUL D. OLENICK

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 26, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO PAUL D. OLENICK, DEFENDANT. 1750 SIX MILE ROAD, PHILIPSBURG "VACANT".

SERVED BY: /

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 3 of 4 Services

Sheriff Docket #

**103404**

COUNTRYWIDE HOMES LOANS INC.

Case # 07-1805-CD

vs.

DEBRA A. OLENICK and PAUL D. OLENICK

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 26, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO DEBRA A. OLENICK, DEFENDANT. ATTEMPTED, NOT HOME

MRS. OLENICK IS HOME AFTER 2:30 DAILY.

SERVED BY: /

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 4 of 4 Services

Sheriff Docket #

**103404**

COUNTRYWIDE HOMES LOANS INC.

Case # 07-1805-CD

vs.

DEBRA A. OLENICK and PAUL D. OLENICK

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW February 26, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO PAUL D. OLENICK, DEFENDANT. ATTEMPTED, NOT HOME

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103404  
NO: 07-1805-CD  
SERVICES 4  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOMES LOANS INC.  
vs.  
DEFENDANT: DEBRA A. OLENICK and PAUL D. OLENICK

**SHERIFF RETURN**

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RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	315074	40.00
SHERIFF HAWKINS	GOLDBECK	315074	60.00

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX B-35

Plano, TX 75024-3632

*Plaintiff*

vs.

DEBRA A. OLENICK

PAUL D. OLENICK

**Mortgagors and Real Owners**

1750 Six Mile Road

Philipsburg, PA 16866

*Defendants*

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 07-1805-C0

**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 the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

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

NOV - 6 2007

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

Attest.

*William L. Hause*  
Prothonotary  
Clerk of Courts

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

Resources available for Homeowners in Foreclosure

**ACT NOW!**

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 57225FC.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

**This Action of Mortgage Foreclosure will continue unless you take action to stop it.**

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.

**I HEREBY CERTIFY THAT THIS IS**

**A TRUE AND CORRECT COPY OF**

**THE ORIGINAL FILED**

2. The names and addresses of the Defendants are DEBRA A. OLENICK, 94 Lingle Street, Osceola Mills, PA 16666 and PAUL D. OLENICK, 94 Lingle Street, Osceola Mills, PA 16666, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On January 30, 2006 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200601644. The mortgage has been assigned to: COUNTRYWIDE HOME LOANS INC. by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for October 01, 2006 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

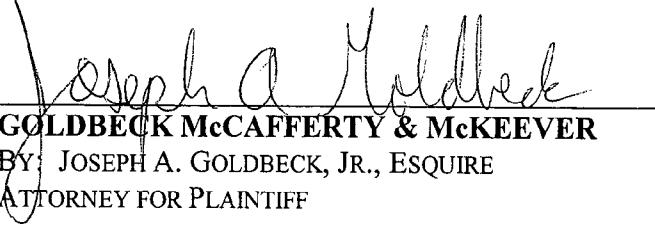
Principal Balance .....	\$146,252.50
Interest from 09/01/2006 through 10/31/2007 at 6.5000%.....	\$11,093.03
Per Diem interest rate at \$26.04	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph .....	\$7,312.63
Late Charges from 10/01/2006 to 10/31/2007 .....	\$604.76
Monthly late charge amount at \$46.52	
Costs of suit and Title Search .....	\$900.00
Monthly Escrow amount \$206.35	
	<hr/>
	<b>\$166,162.92</b>

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy

proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$166,162.92, together with interest at the rate of \$26.04, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

## VERIFICATION

I, KERI SELMAN, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 11/5/07



KERI SELMAN, ASSISTANT VICE PRESIDENT

#117733662 - DEBRA A. OLENICK and PAUL D. OLENICK

# *Exhibit A*

**EXHIBIT "A"**

**ALL** that certain lot or tract of land situate in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin at the southern right of way line of S. R. 17057 at the northeast corner of Lot 1, a point of curvature of a curve to the right having a radius of 1835.32 feet; thence following the arc of said curve a distance of 156.72 feet, the chord of said curve being North 70 degrees 00 minutes 41 seconds East a distance of 156.67 feet to a point; thence along said right of way line North 72 degrees 27 minutes 27 seconds East a distance of 194.94 feet to an iron pin; thence along Lot 4, South 25 degrees 00 minutes 00 seconds East a distance of 627.34 feet to an iron pin; thence along lands now or formerly of William Pryde, South 65 degrees 00 minutes 00 seconds West a distance of 349.36 feet to an iron pin; thence along Lot 2 and Lot 1, North 25 degrees 00 minutes 00 seconds West a distance of 666.32 feet to the point of beginning. **CONTAINING** 5.21 acres, more or less, being Lot 3 of Highland Terrace Subdivision as recorded to Clearfield County Map File No. 2572.

**BEING** further identified as Clearfield County Tax Parcel No. 112-P12-376 as shown on the assessment map in the records of Clearfield County, PA.

**BEING** the same premises as vested unto the Borrowers herein by deed being recorded contemporaneously herewith.

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: October 1, 2007

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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

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

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

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

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

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification obtenga una traduccion inmediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & MCKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734  
HomeRetention@goldbecklaw.com

Date: October 1, 2007

TO: DEBRA A. OLENICK

Homeowners Name: DEBRA A. OLENICK and PAUL D. OLENICK

Property Address: 1750 Six Mile Road, Philipsburg, PA 16866

Loan Account No.: 117733662

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

Current Lender/Servicer: COUNTRYWIDE HOME LOANS INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR  
CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR  
MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE  
PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may **NOT** take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of

designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **1750 Six Mile Road, Philipsburg, PA 16866** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 10/01/2006 thru 10/1/2007  
(12 mos. at \$1,136.75/month) \$13,641.00
- (b) Late charges from 10/01/2006 thru 10/1/2007  
(12 mos. at \$46.52/month) \$558.24
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$14,199.24

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$14,199.24, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Attention: Act Letter Department  
COUNTRYWIDE HOME LOANS INC.  
c/o Goldbeck McCafferty & McKeever  
701 Market Street  
Suite 5000  
Philadelphia, PA 19106  
HomeRetention@goldbecklaw.com  
866-413-2311

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** COUNTRYWIDE HOME LOANS, INC.

**Address:** 7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

**Phone Number:** 800-669-4576  
Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944

**Fax Number:** 215-825-6441

**Contact Person:** HomeRetention@goldbecklaw.com

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Contact: [HomeRetention@goldbecklaw.com](mailto:HomeRetention@goldbecklaw.com)**

**Phone Number: 800-669-4576**

**Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944**

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

CONSUMER CREDIT COUNSELING AGENCIES

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669



HOME LOANS  
P.O. Box 9048  
Temecula, CA 92589-9048

*Send Payments To:*  
PO BOX 660694  
Dallas, TX 75266-0694

*Send Correspondence to:*  
PO Box 5170, MS SV314B  
Simi Valley, CA 93065



2204512010

PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
WSO

Paul D Olenick  
1750 SIX MILE RD  
PHILIPSBURG, PA 16866-8314

070731-BLQPA1





P.O. Box 660694  
Dallas, TX 75266-0694

Send Payments to:  
PO Box 660694  
Dallas, TX 75266-0694

July 31, 2007

Paul D Olenick  
1750 SIX MILE RD  
PHILIPSBURG, PA 16866-8314

Account No.: 117733662  
Property Address:  
1750 Six Mile Road  
Philipsburg, PA 16866  
Current Servicer:  
Countrywide Home Loans Servicing LP

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S):  
PROPERTY ADDRESS:

Paul D Olenick  
1750 Six Mile Road  
Philipsburg, PA 16866

LOAN ACCT. NO.:

117733662

ORIGINAL LENDER:

Countrywide Home Loans Servicing LP

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

Please write your account number on all checks and correspondence.  
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Account Number: 117733662-3

Balance Due for charges listed above: \$12,956.21 as of 07/31/2007.

Please update e-mail information on the reverse side of this coupon.

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (if total is more than \$500, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Countrywide  
PO BOX 660694  
Dallas, TX 75266-0694

BLQPA1

Additional Principal

Additional Escrow

Other

Check Total



117733662300001295621001295621

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE;  
IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND  
IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

**NOTICE OF INTENT TO FORECLOSE**

**YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE.**

**YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

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

1750 Six Mile Road Philipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Charges:</u>	10/01/2006	\$5,683.75
	03/01/2007	\$6,613.40
<u>Late Charges:</u>	10/01/2006	\$139.56
<u>Other Late Charges</u>	Total Late Charges: Uncollected Costs: Partial Payment Balance:	\$0.00 \$519.50 (\$0.00)
	<b>TOTAL DUE:</b>	<b>\$12,956.21</b>

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: 117733682  
Paul D Olenick E-mail address

**How we post your payments:** All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

**Postdated checks:** Countywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$12,956.21, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<b>Countrywide Home Loans Servicing LP</b>
<b>Address:</b>	<b>P. O. Box 660694 Dallas, TX 75266-0694</b>
<b>Phone Number:</b>	<b>1-800-669-6654</b>
<b>Fax Number:</b>	<b>1-805-577-3432</b>
<b>Contact Person:</b>	<b>MS PTX-36</b>
	<b>Attention: Loan Counselor</b>

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.



TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before August 30, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by August 30, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-6654.

#### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

##### CENTRE COUNTY

CCCS of Northeastern PA  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
570.323.6627  
800.922.9537  
Lycom.Clinn Co Comm fo  
Comm Action  
2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
570.326.0587

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

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

# GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX B-35

Plano, TX 75024-3632

*Plaintiff*

vs.

DEBRA A. OLENICK

PAUL D. OLENICK

**Mortgagors and Real Owners**

1750 Six Mile Road

Philipsburg, PA 16866

*Defendants*

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

07-1805-CJ

**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 the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

## PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

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

NOV - 6 2007

Attest.

*William E. Hause*  
Prothonotary/  
Clerk of Courts

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

## A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

Resources available for Homeowners in Foreclosure

**ACT NOW!**

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 57225FC.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

**This Action of Mortgage Foreclosure will continue unless you take action to stop it.**

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX B-35, ~~Plano, TX~~  
75024-3632.

2. The names and addresses of the Defendants are DEBRA A. OLENICK, ~~94 Lingle Street, Osceola Mills,~~  
PA 16666 and PAUL D. OLENICK, 94 Lingle Street, Osceola Mills, PA 16666, who are the mortgagors  
and real owners of the mortgaged premises hereinafter described.

3. On January 30, 2006 mortgagors made, executed and delivered a mortgage upon the Property hereinafter  
described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS  
A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA  
CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield  
County as Instrument # 200601644. The mortgage has been assigned to: COUNTRYWIDE HOME  
LOANS INC. by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or  
transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to  
Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course  
of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this  
reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the  
Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public  
record.

4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit  
“A” (“Property”).

5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid  
for October 01, 2006 and each month thereafter and by the terms of the Mortgage, upon default in such  
payments for a period of one month or more, the entire principal balance and all interest due and other  
charges are due and collectible.

6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$146,252.50
Interest from 09/01/2006 through 10/31/2007 at 6.5000%.....	\$11,093.03
Per Diem interest rate at \$26.04	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph.....	\$7,312.63
Late Charges from 10/01/2006 to 10/31/2007 .....	\$604.76
Monthly late charge amount at \$46.52	
Costs of suit and Title Search .....	\$900.00
Monthly Escrow amount \$206.35	
	<hr/>
	<b>\$166,162.92</b>

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less  
than the amount demanded based on work actually performed. The Attorney's Fees requested are in  
conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up  
to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at  
Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount  
demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an “in personam” judgment) against the  
Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such  
right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy

**I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**

proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$166,162.92, together with interest at the rate of \$26.04, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By:   
**GOLDBECK McCAFFERTY & McKEEVER**  
BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, KERI SELMAN, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 11/5/07



KERI SELMAN, ASSISTANT VICE PRESIDENT

#117733662 - DEBRA A. OLENICK and PAUL D. OLENICK

# *Exhibit A*

EXHIBIT "A"

ALL that certain lot or tract of land situate in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin at the southern right of way line of S. R. 17057 at the northeast corner of Lot 1, a point of curvature of a curve to the right having a radius of 1835.32 feet; thence following the arc of said curve a distance of 156.72 feet, the chord of said curve being North 70 degrees 00 minutes 41 seconds East a distance of 156.67 feet to a point; thence along said right of way line North 72 degrees 27 minutes 27 seconds East a distance of 194.94 feet to an iron pin; thence along Lot 4, South 25 degrees 00 minutes 00 seconds East a distance of 627.34 feet to an iron pin; thence along lands now or formerly of William Pryde, South 65 degrees 00 minutes 00 seconds West a distance of 349.36 feet to an iron pin; thence along Lot 2 and Lot 1, North 25 degrees 00 minutes 00 seconds West a distance of 666.32 feet to the point of beginning. **CONTAINING** 5.21 acres, more or less, being Lot 3 of Highland Terrace Subdivision as recorded to Clearfield County Map File No. 2572.

**BEING** further identified as Clearfield County Tax Parcel No. 112-P12-376 as shown on the assessment map in the records of Clearfield County, PA.

**BEING** the same premises as vested unto the Borrowers herein by deed being recorded contemporaneously herewith.

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: October 1, 2007

## TAKE ACTION TO SAVE YOUR

## HOME FROM FORECLOSURE

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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

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

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

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

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

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification obtenga una traduccion immediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & MCKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734  
HomeRetention@goldbecklaw.com

Date: October 1, 2007

TO: DEBRA A. OLENICK

Homeowners Name: DEBRA A. OLENICK and PAUL D. OLENICK

Property Address: 1750 Six Mile Road, Philipsburg, PA 16866

Loan Account No.: 117733662

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

Current Lender/Servicer: COUNTRYWIDE HOME LOANS INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR  
CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR  
MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE  
PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may **NOT** take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of

designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **1750 Six Mile Road, Philipsburg, PA 16866** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 10/01/2006 thru 10/1/2007  
(12 mos. at \$1,136.75/month) \$13,641.00
- (b) Late charges from 10/01/2006 thru 10/1/2007  
(12 mos. at \$46.52/month) \$558.24
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$14,199.24

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$14,199.24, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Attention: Act Letter Department  
COUNTRYWIDE HOME LOANS INC.  
c/o Goldbeck McCafferty & McKeever  
701 Market Street  
Suite 5000  
Philadelphia, PA 19106  
HomeRetention@goldbecklaw.com  
866-413-2311

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** COUNTRYWIDE HOME LOANS, INC.

**Address:** 7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

**Phone Number:** 800-669-4576  
Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944

**Fax Number:** 215-825-6441

**Contact Person:** HomeRetention@goldbecklaw.com

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Contact: [HomeRetention@goldbecklaw.com](mailto:HomeRetention@goldbecklaw.com)**

**Phone Number: 800-669-4576**

**Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944**

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

CONSUMER CREDIT COUNSELING AGENCIES

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669



HOME LOANS  
P.O. Box 9048  
Temecula, CA 92589-9048

*Send Payments To:*  
PO BOX 660694  
Dallas, TX 75266-0694

*Send Correspondence to:*  
PO Box 5170, MS SV314B  
Simi Valley, CA 93065



2204512010

PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
WSO

Paul D Olenick  
1750 SIX MILE RD  
PHILIPSBURG, PA 16866-8314

070731-BLQPA1





P.O. Box 660694  
Dallas, TX 75266-0694

Send Payments to:  
PO Box 660694  
Dallas, TX 75266-0694

July 31, 2007

Paul D Olenick  
1750 SIX MILE RD  
PHILIPSBURG, PA 16866-8314

Account No.: 117733662  
Property Address:  
1750 Six Mile Road  
Philipsburg, PA 16866

Current Servicer:  
Countrywide Home Loans Servicing LP

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S):  
PROPERTY ADDRESS:

Paul D Olenick  
1750 Six Mile Road  
Philipsburg, PA 16866  
117733662

LOAN ACCT. NO.:  
ORIGINAL LENDER:

Countrywide Home Loans Servicing LP

### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

Please write your account number on all checks and correspondence.  
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Account Number: 117733662-3

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (if total is more than \$5000, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Balance Due for charges listed above: \$12,956.21 as of 07/31/2007.

Please update e-mail information on the reverse side of this coupon.

BLQPA1

Additional  
 Principal

Additional  
 Escrow

Other

Check  
 Total

Countrywide  
PO BOX 660694  
Dallas, TX 75266-0694  
117733662300001295621001295621



117733662300001295621001295621

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE;  
IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND  
IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

**NOTICE OF INTENT TO FORECLOSE**

**YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE.**

**YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

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

1750 Six Mile Road Philipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Charges:</u>	10/01/2006	\$5,683.75
	03/01/2007	\$6,613.40
<u>Late Charges:</u>	10/01/2006	\$139.56
<u>Other Late Charges</u>	Total Late Charges:	\$0.00
	Uncollected Costs:	\$519.50
	Partial Payment Balance:	(\$0.00)
	<b>TOTAL DUE:</b>	<b>\$12,956.21</b>

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: 117733662  
Paul D Olenick E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countrywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$12,956.21, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

**Payments must be made either by cashier's check, certified check or money order made payable and sent to:**

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<b>Countrywide Home Loans Servicing LP</b>
<b>Address:</b>	<b>P. O. Box 660694 Dallas, TX 75266-0694</b>
<b>Phone Number:</b>	<b>1-800-669-6654</b>
<b>Fax Number:</b>	<b>1-805-577-3432</b>
<b>Contact Person:</b>	<b>MS PTX-36</b>
	<b>Attention: Loan Counselor</b>

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.



TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before August 30, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by August 30, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-6654.

#### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

##### CENTRE COUNTY

CCCS of Northeastern PA  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
570.323.6627  
800.922.9537  
Lycm. Clnn Co Comm fo  
Comm Action  
2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
570.326.0587

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

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

# GOLDBECK McCAFFERTY & MCKEEVER

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

COUNTRYWIDE HOME LOANS INC.

7105 Corporate Drive

PTX B-35

Plano, TX 75024-3632

*Plaintiff*

vs.

DEBRA A. OLENICK

PAUL D. OLENICK

**Mortgagors and Real Owners**

1750 Six Mile Road

Philipsburg, PA 16866

*Defendants*

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

07-1805-C0

**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 the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

## PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

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

NOV -6 2007

## KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

Attest.

*William E. Brown*  
Prothonotary/  
Clerk of Courts

## A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

Resources available for Homeowners in Foreclosure

**ACT NOW!**

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 57225FC.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

**This Action of Mortgage Foreclosure will continue unless you take action to stop it.**

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.

2. The names and addresses of the Defendants are DEBRA A. OLENICK, 94 Lingle Street, Osceola Mills, PA 16666 and PAUL D. OLENICK, 94 Lingle Street, Osceola Mills, PA 16666, who are the mortgagors and real owners of the mortgaged premises hereinafter described.

3. On January 30, 2006 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200601644. The mortgage has been assigned to: COUNTRYWIDE HOME LOANS INC. by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.

4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").

5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for October 01, 2006 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.

6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$146,252.50
Interest from 09/01/2006 through 10/31/2007 at 6.5000%.....	\$11,093.03
Per Diem interest rate at \$26.04	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph .....	\$7,312.63
Late Charges from 10/01/2006 to 10/31/2007 .....	\$604.76
Monthly late charge amount at \$46.52	
Costs of suit and Title Search .....	\$900.00
Monthly Escrow amount \$206.35	
	<hr/>
	<b>\$166,162.92</b>

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

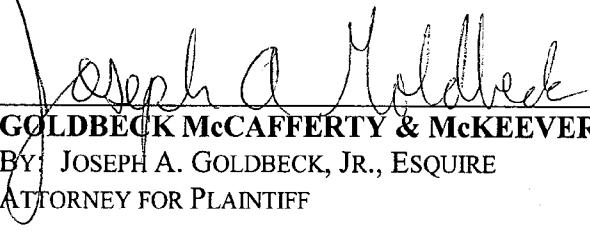
8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy

**I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**

proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$166,162.92, together with interest at the rate of \$26.04, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, KERI SELMAN, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 11/5/07



KERI SELMAN, ASSISTANT VICE PRESIDENT

#117733662 - DEBRA A. OLENICK and PAUL D. OLENICK

# *Exhibit A*

**EXHIBIT "A"**

**ALL** that certain lot or tract of land situate in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin at the southern right of way line of S. R. 17057 at the northeast corner of Lot 1, a point of curvature of a curve to the right having a radius of 1835.32 feet; thence following the arc of said curve a distance of 156.72 feet, the chord of said curve being North 70 degrees 00 minutes 41 seconds East a distance of 156.67 feet to a point; thence along said right of way line North 72 degrees 27 minutes 27 seconds East a distance of 194.94 feet to an iron pin; thence along Lot 4, South 25 degrees 00 minutes 00 seconds East a distance of 627.34 feet to an iron pin; thence along lands now or formerly of William Pryde, South 65 degrees 00 minutes 00 seconds West a distance of 349.36 feet to an iron pin; thence along Lot 2 and Lot 1, North 25 degrees 00 minutes 00 seconds West a distance of 666.32 feet to the point of beginning. **CONTAINING** 5.21 acres, more or less, being Lot 3 of Highland Terrace Subdivision as recorded to Clearfield County Map File No. 2572.

**BEING** further identified as Clearfield County Tax Parcel No. 112-P12-376 as shown on the assessment map in the records of Clearfield County, PA.

**BEING** the same premises as vested unto the Borrowers herein by deed being recorded contemporaneously herewith.

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: October 1, 2007

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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

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

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

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

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

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification obtenga una traduccion inmediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & MCKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734  
HomeRetention@goldbecklaw.com

Date: October 1, 2007

TO: DEBRA A. OLENICK

Homeowners Name: DEBRA A. OLENICK and PAUL D. OLENICK

Property Address: 1750 Six Mile Road, Philipsburg, PA 16866

Loan Account No.: 117733662

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

Current Lender/Servicer: COUNTRYWIDE HOME LOANS INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR  
CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR  
MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE  
PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may **NOT** take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of

designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **1750 Six Mile Road, Philipsburg, PA 16866** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 10/01/2006 thru 10/1/2007  
(12 mos. at \$1,136.75/month) \$13,641.00
- (b) Late charges from 10/01/2006 thru 10/1/2007  
(12 mos. at \$46.52/month) \$558.24
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$14,199.24

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$14,199.24, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Attention: Act Letter Department  
COUNTRYWIDE HOME LOANS INC.  
c/o Goldbeck McCafferty & McKeever  
701 Market Street  
Suite 5000  
Philadelphia, PA 19106  
HomeRetention@goldbecklaw.com  
866-413-2311

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** COUNTRYWIDE HOME LOANS, INC.

**Address:** 7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

**Phone Number:** 800-669-4576  
Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944

**Fax Number:** 215-825-6441

**Contact Person:** HomeRetention@goldbecklaw.com

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Contact: [HomeRetention@goldbecklaw.com](mailto:HomeRetention@goldbecklaw.com)**

**Phone Number: 800-669-4576**

**Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944**

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

CONSUMER CREDIT COUNSELING AGENCIES

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669



HOME LOANS  
P.O. Box 9048  
Temecula, CA 92589-9048

**Send Payments To:**  
PO BOX 660694  
Dallas, TX 75266-0694

**Send Correspondence To:**  
PO Box 5170, MS SV314B  
Simi Valley, CA 93065



2204512010

PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
WSO

Paul D Olenick  
1750 SIX MILE RD  
PHILIPSBURG, PA 16866-8314

070731-BLQPA1





IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE;  
IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND  
IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

**NOTICE OF INTENT TO FORECLOSE**

**YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE.**

**YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

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

1750 Six Mile Road Philipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Charges:</u>	10/01/2006	\$5,683.75
	03/01/2007	\$6,613.40
<u>Late Charges:</u>	10/01/2006	\$139.56
<u>Other Late Charges</u>	Total Late Charges:	\$0.00
	Uncollected Costs:	\$519.50
	Partial Payment Balance:	(\$0.00)
	<b>TOTAL DUE:</b>	<b>\$12,956.21</b>

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: **117733682**  
Paul D Clenck E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest; (ii) escrow deficiencies; (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countrywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$12,956.21, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

**Payments must be made either by cashier's check, certified check or money order made payable and sent to:**

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<b>Countrywide Home Loans Servicing LP</b>
<b>Address:</b>	<b>P. O. Box 660694 Dallas, TX 75266-0694</b>
<b>Phone Number:</b>	<b>1-800-669-6654</b>
<b>Fax Number:</b>	<b>1-805-577-3432</b>
<b>Contact Person:</b>	<b>MS PTX-36</b>
	<b>Attention: Loan Counselor</b>

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.



TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.  
TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before August 30, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by August 30, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-6654.

#### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

##### CENTRE COUNTY

CCCS of Northeastern PA  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
570.323.6627  
800.922.9537  
Lycom.Clnn Co Comm to  
Comm Action  
2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
570.326.0587

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

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

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(215) 627-1322

WWW.GOLDBECKLAW.COM  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
**Mortgagors and Real Owners**  
1750 Six Mile Road  
Philipsburg, PA 16866

*Plaintiff*

*Defendants*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 07-1805-C

**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 the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

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

NOV - 6 2007

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

Attest.

*William L. Schaffer*  
Prothonotary/  
Clerk of Courts

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUEDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

Resources available for Homeowners in Foreclosure

**ACT NOW!**

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 57225FC.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

**This Action of Mortgage Foreclosure will continue unless you take action to stop it.**

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

2. The names and addresses of the Defendants are DEBRA A. OLENICK, 94 Lingle Street, Osceola Mills, PA 16666 and PAUL D. OLENICK, 94 Lingle Street, Osceola Mills, PA 16666, Who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On January 30, 2006 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200601644. The mortgage has been assigned to: COUNTRYWIDE HOME LOANS INC. by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for October 01, 2006 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

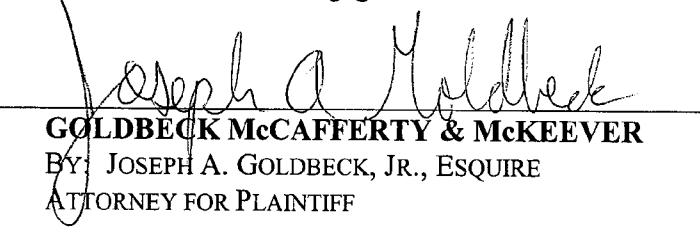
Principal Balance .....	\$146,252.50
Interest from 09/01/2006 through 10/31/2007 at 6.5000%.....	\$11,093.03
Per Diem interest rate at \$26.04	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph.....	\$7,312.63
Late Charges from 10/01/2006 to 10/31/2007 .....	\$604.76
Monthly late charge amount at \$46.52	
Costs of suit and Title Search .....	\$900.00
Monthly Escrow amount \$206.35	
	<hr/>
	<b>\$166,162.92</b>

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy

proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$166,162.92, together with interest at the rate of \$26.04, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, KERI SELMAN, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 11/5/07



KERI SELMAN, ASSISTANT VICE PRESIDENT

#117733662 - DEBRA A. OLENICK and PAUL D. OLENICK

# *Exhibit A*

**EXHIBIT "A"**

**ALL** that certain lot or tract of land situate in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin at the southern right of way line of S. R. 17057 at the northeast corner of Lot 1, a point of curvature of a curve to the right having a radius of 1835.32 feet; thence following the arc of said curve a distance of 156.72 feet, the chord of said curve being North 70 degrees 00 minutes 41 seconds East a distance of 156.67 feet to a point; thence along said right of way line North 72 degrees 27 minutes 27 seconds East a distance of 194.94 feet to an iron pin; thence along Lot 4, South 25 degrees 00 minutes 00 seconds East a distance of 627.34 feet to an iron pin; thence along lands now or formerly of William Pryde, South 65 degrees 00 minutes 00 seconds West a distance of 349.36 feet to an iron pin; thence along Lot 2 and Lot 1, North 25 degrees 00 minutes 00 seconds West a distance of 666.32 feet to the point of beginning. **CONTAINING** 5.21 acres, more or less, being Lot 3 of Highland Terrace Subdivision as recorded to Clearfield County Map File No. 2572.

**BEING** further identified as Clearfield County Tax Parcel No. 112-P12-376 as shown on the assessment map in the records of Clearfield County, PA.

**BEING** the same premises as vested unto the Borrowers herein by deed being recorded contemporaneously herewith.

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: October 1, 2007

## TAKE ACTION TO SAVE YOUR

## HOME FROM FORECLOSURE

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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

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

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

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

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

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification obtenga una traduccion inmediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & MCKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734  
HomeRetention@goldbecklaw.com

Date: October 1, 2007

TO: DEBRA A. OLENICK

Homeowners Name: DEBRA A. OLENICK and PAUL D. OLENICK

Property Address: 1750 Six Mile Road, Philipsburg, PA 16866

Loan Account No.: 117733662

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

Current Lender/Servicer: COUNTRYWIDE HOME LOANS INC.

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR  
CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR  
MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE  
PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may **NOT** take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of

designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: 1750 Six Mile Road, Philipsburg, PA 16866 IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 10/01/2006 thru 10/1/2007  
(12 mos. at \$1,136.75/month) \$13,641.00
- (b) Late charges from 10/01/2006 thru 10/1/2007  
(12 mos. at \$46.52/month) \$558.24
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$14,199.24

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$14,199.24, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Attention: Act Letter Department  
COUNTRYWIDE HOME LOANS INC.  
c/o Goldbeck McCafferty & McKeever  
701 Market Street  
Suite 5000  
Philadelphia, PA 19106  
HomeRetention@goldbecklaw.com  
866-413-2311

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: COUNTRYWIDE HOME LOANS, INC.

Address: 7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Phone Number: 800-669-4576  
Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944

Fax Number: 215-825-6441

Contact Person: HomeRetention@goldbecklaw.com

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

**Contact: [HomeRetention@goldbecklaw.com](mailto:HomeRetention@goldbecklaw.com)**

**Phone Number: 800-669-4576**

**Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944**

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**CONSUMER CREDIT COUNSELING AGENCIES**

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669



HOME LOANS  
P.O. Box 9048  
Temecula, CA 92589-9048

*Send Payments To:*  
PO BOX 660694  
Dallas, TX 75266-0694

*Send Correspondence to:*  
PO Box 5170, MS SV314B  
Simi Valley, CA 93065



2204512010

PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
WSO

Paul D Olenick  
1750 SIX MILE RD  
PHILIPSBURG, PA 16866-8314

070731-BLQPA1





IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:  
IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND  
IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

#### NOTICE OF INTENT TO FORECLOSE

YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE.

#### YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

1750 Six Mile Road Philipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Charges:</u>	10/01/2006	\$5,683.75
	03/01/2007	\$6,613.40
<u>Late Charges:</u>	10/01/2006	\$139.56
<u>Other Late Charges</u>	Total Late Charges:	\$0.00
	Uncollected Costs:	\$519.50
	Partial Payment Balance:	(\$0.00)
	<b>TOTAL DUE:</b>	<b>\$12,956.21</b>

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: **117733882**  
Paul D Olenick E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$12,956.21, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

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

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

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **IF YOU CURE THE DEFAULT WITHIN THE THIRTY (30) DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.** **YOU HAVE 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 YOU MAY HAVE TO ACCELERATION AND FORECLOSURE.**

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

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

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

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<b>Countrywide Home Loans Servicing LP</b>
<b>Address:</b>	<b>P. O. Box 660694 Dallas, TX 75266-0694</b>
<b>Phone Number:</b>	<b>1-800-669-6654</b>
<b>Fax Number:</b>	<b>1-805-577-3432</b>
<b>Contact Person:</b>	<b>MS PTX-36</b>
	<b>Attention: Loan Counselor</b>

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.



TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before August 30, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/4 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by August 30, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-6654.

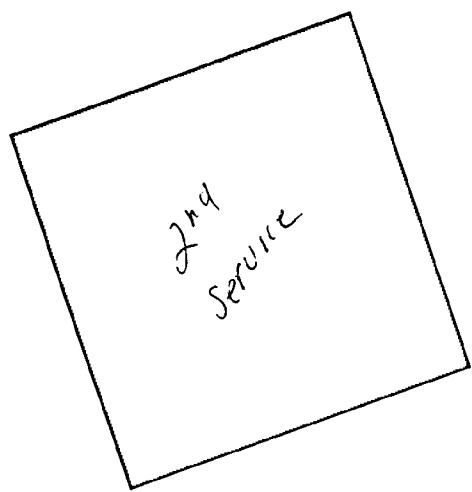
#### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

##### CENTRE COUNTY

CCCS of Northeastern PA  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
570.323.6627  
800.922.9537  
Lycom.Clinic Co Comm to  
Comm Action  
2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
570.326.0587

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

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103537  
NO: 07-1805-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.  
VS.  
DEFENDANT: DEBRA A. OLENICK and PAUL D. OLENICK

**SHERIFF RETURN**

NOW, December 19, 2007 AT 2:39 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DEBRA A. OLENICK DEFENDANT AT 94 LINGLE ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEBRA OLENICK, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED  
03/29/08  
FEB 26 2008  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103537  
NO: 07-1805-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.  
VS.  
DEFENDANT: DEBRA A. OLENICK and PAUL D. OLENICK

**SHERIFF RETURN**

NOW, December 19, 2007 AT 2:39 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON PAUL D. OLENICK DEFENDANT AT 94 LINGLE ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DEBRA OLENICK, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103537  
NO. 07-1805-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: COUNTRYWIDE HOME LOANS INC.  
VS.  
DEFENDANT: DEBRA A. OLENICK and PAUL D. OLENICK

**SHERIFF RETURN**

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	319250	20.00
SHERIFF HAWKINS	GOLDBECK	319250	34.40

Sworn to Before Me This

*2008*  
2007

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hamn*

Chester A. Hawkins  
Sheriff

**GOLDBECK McCAFFERTY & McKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

**ATTORNEY  
COPY**I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILEDCOUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632*Plaintiff*

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
**Mortgagors and Real Owners**  
1750 Six Mile Road  
Philipsburg, PA 16866*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 07-1805-CJ**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 the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

## PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.1213107 Document  
Reinstated/Reissued to Sheriff/A  
for service.William L. Shanahan  
Deputy Prothonotary

## KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

NOV -6 2007

Attest.

William L. Shanahan  
Prothonotary/  
Clerk of Courts**A V I S O**

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÓMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT  
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU  
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

Resources available for Homeowners in Foreclosure

**ACT NOW!**

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to **SAVE YOUR HOME FROM FORECLOSURE**.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 57225FC.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

**This Action of Mortgage Foreclosure will continue unless you take action to stop it.**

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is COUNTRYWIDE HOME LOANS INC., 7105 Corporate Drive, P.O. Box 10165, 75024-0165.

**ATTORNEY**  
**COPY**

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

2. The names and addresses of the Defendants are DEBRA A. OLENICK, 94 Lingle Street, Osceola Mills, PA 16666 and DAVID OLENICK, 94 Lingle Street, Osceola Mills, PA 16666, who are the mortgagors and real owners of the mortgaged premises hereinafter described.

3. On January 30, 2006 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200601644. The mortgage has been assigned to: COUNTRYWIDE HOME LOANS INC. by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.

4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").

5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for October 01, 2006 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.

6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$146,252.50
Interest from 09/01/2006 through 10/31/2007 at 6.5000% .....	\$11,093.03
Per Diem interest rate at \$26.04	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph .....	\$7,312.63
Late Charges from 10/01/2006 to 10/31/2007 .....	\$604.76
Monthly late charge amount at \$46.52	
Costs of suit and Title Search .....	\$900.00
Monthly Escrow amount \$206.35	
	<hr/>
	\$166,162.92

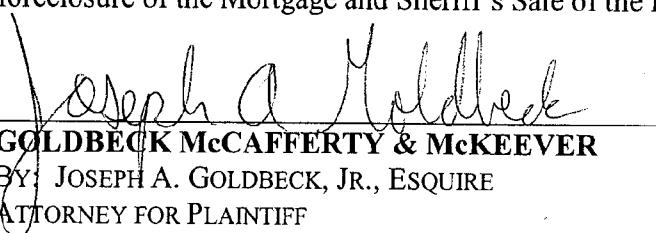
7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy

proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$166,162.92, together with interest at the rate of \$26.04, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

I, KERI SELMAN, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 11/5/07

  
Keri Selman

KERI SELMAN, ASSISTANT VICE PRESIDENT

#117733662 - DEBRA A. OLENICK and PAUL D. OLENICK

# *Exhibit A*

**EXHIBIT "A"**

**ALL** that certain lot or tract of land situate in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

**BEGINNING** at an iron pin at the southern right of way line of S. R. 17057 at the northeast corner of Lot 1, a point of curvature of a curve to the right having a radius of 1835.32 feet; thence following the arc of said curve a distance of 156.72 feet, the chord of said curve being North 70 degrees 00 minutes 41 seconds East a distance of 156.67 feet to a point; thence along said right of way line North 72 degrees 27 minutes 27 seconds East a distance of 194.94 feet to an iron pin; thence along Lot 4, South 25 degrees 00 minutes 00 seconds East a distance of 627.34 feet to an iron pin; thence along lands now or formerly of William Pryde, South 65 degrees 00 minutes 00 seconds West a distance of 349.36 feet to an iron pin; thence along Lot 2 and Lot 1, North 25 degrees 00 minutes 00 seconds West a distance of 666.32 feet to the point of beginning. **CONTAINING** 5.21 acres, more or less, being Lot 3 of Highland Terrace Subdivision as recorded to Clearfield County Map File No. 2572.

**BEING** further identified as Clearfield County Tax Parcel No. 112-P12-376 as shown on the assessment map in the records of Clearfield County, PA.

**BEING** the same premises as vested unto the Borrowers herein by deed being recorded contemporaneously herewith.

# *Exhibit B*

# ACT 91 NOTICE

## DATE OF NOTICE: October 1, 2007

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

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

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

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

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

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

La notificacion en adjunto es de suma importancia, pues afecta su derecho a continuar viviendo en su casa. Si no comprende el contenido de esta notification obtenga una traduccion inmediatamente llamanda esta agencia (Pennsylvania Housing Finance Agency) sin cargos al numero mencionada arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.

Prepared by: GOLDBECK McCAFFERTY & MCKEEVER  
Suite 5000 - Mellon Independence Center.  
701 Market Street  
Philadelphia, PA 19106  
Fax (215) 627-7734  
HomeRetention@goldbecklaw.com

Date: **October 1, 2007**

TO: DEBRA A. OLENICK

Homeowners Name: **DEBRA A. OLENICK and PAUL D. OLENICK**

Property Address: **1750 Six Mile Road, Philipsburg, PA 16866**

Loan Account No.: **117733662**

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION**

Current Lender/Servicer: **COUNTRYWIDE HOME LOANS INC.**

**HOMEOWNERS'  
EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR  
CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR  
MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE  
PENNSYLVANIA HOUSING FINANCE AGENCY.**

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the designated consumer credit counseling agencies listed at the end of this Notice.

**THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT  
APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR  
MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE  
YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO  
DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may **NOT** take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of

designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at: **1750 Six Mile Road, Philipsburg, PA 16866** IS SERIOUSLY IN DEFAULT because:

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

- (a) Monthly payment from 10/01/2006 thru 10/1/2007  
(12 mos. at \$1,136.75/month) \$13,641.00
- (b) Late charges from 10/01/2006 thru 10/1/2007  
(12 mos. at \$46.52/month) \$558.24
- (c) Other charges; Escrow, Inspec., NSF Checks
- (d) Other provisions of the mortgage obligation, if any
- (e) TOTAL AMOUNT REQUIRED AS OF THIS DATE: \$14,199.24

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER WHICH IS \$14,199.24, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Attention: Act Letter Department  
COUNTRYWIDE HOME LOANS INC.  
c/o Goldbeck McCafferty & McKeever  
701 Market Street  
Suite 5000  
Philadelphia, PA 19106  
HomeRetention@goldbecklaw.com  
866-413-2311

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

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** - It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately four (4) to six (6) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: COUNTRYWIDE HOME LOANS, INC.

Address: 7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Phone Number: 800-669-4576  
Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944

Fax Number: 215-825-6441

Contact Person: HomeRetention@goldbecklaw.com

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**Contact: [HomeRetention@goldbecklaw.com](mailto:HomeRetention@goldbecklaw.com)**

**Phone Number: 800-669-4576**

**Work Out Department: 800-669-0102, 877-744-7691, 800-222-9944**

PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

CONSUMER CREDIT COUNSELING AGENCIES

**CLEARFIELD COUNTY**

KEYSTONE ECONOMIC DEVELOPMENT CORPORATION  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX (814) 539-1688

CCCS OF WESTERN PENNSYLVANIA INC.  
217 East Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

CCCS OF WESTERN PENNSYLVANIA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

INDIANA CO COMMUNITY ACTION PROGRAM  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

CCCS OF NORTHEASTERN PA  
1631 South Atherton Street  
Suite 100  
State College, PA 16801  
(814) 238-3668  
FAX (814) 238-3669



HOME LOANS  
P.O. Box 9048  
Temecula, CA 92589-9048

*Send Payments To:*  
PO BOX 660894  
Dallas, TX 75266-0694

*Send Correspondence to:*  
PO Box 5170, MS SV314B  
Sierra Valley, CA 93065



2204512010

PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
WSO

Paul D Olenick  
1750 SIX MILE RD  
PHILIPSBURG, PA 16866-8314

070731-BLQPA1





P.O. Box 660694  
Dallas, TX 75266-0694

Send Payments to:  
PO Box 660694  
Dallas, TX 75266-0694

July 31, 2007

Paul D Olenick  
1750 SIX MILE RD  
PHILIPSBURG, PA 16866-8314

Account No.: 117733662  
Property Address:  
1750 Six Mile Road  
Philipsburg, PA 16866  
Current Servicer:  
Countrywide Home Loans Servicing LP

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S):  
PROPERTY ADDRESS:

Paul D Olenick  
1750 Six Mile Road  
Philipsburg, PA 16866

LOAN ACCT. NO.:  
ORIGINAL LENDER:

117733662

CURRENT LENDER/SERVICER:

Countrywide Home Loans Servicing LP

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

Please write your account number on all checks and correspondence.  
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Account Number: 117733662-3

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (if total is more than \$5000, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Paul D Olenick  
1750 Six Mile Road

Balance Due for charges listed above: \$12,956.21 as of 07/31/2007.

Please update e-mail information on the reverse side of this coupon.

BLQPA1

Additional  
Principal

Additional  
Escrow

Other

Check  
Total

Countrywide  
PO BOX 660694  
Dallas, TX 75266-0694  
XXXXXXXXXXXXXXXXXXXX



117733662300001295621001295621

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:  
IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND  
IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

**NOTICE OF INTENT TO FORECLOSE**

**YOUR HOME LOAN IS IN A STATE OF DEFAULT DUE TO THE REASONS MENTIONED IN THIS NOTICE.**

**YOU MUST TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE**

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

1750 Six Mile Road Philipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Charges:</u>	10/01/2006	\$5,683.75
	03/01/2007	\$6,613.40
<u>Late Charges:</u>	10/01/2006	\$139.56
<u>Other Late Charges:</u>	Total Late Charges: Uncollected Costs: Partial Payment Balance:	\$0.00 \$519.50 (\$0.00)
	<b>TOTAL DUE:</b>	<b>\$12,956.21</b>

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: 117733662  
Paul D Ofenick E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countrywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$12,956.21, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** *Countrywide Home Loans Servicing LP*  
**Address:** *P. O. Box 660694 Dallas, TX 75266-0694*  
**Phone Number:** *1-800-669-6654*  
**Fax Number:** *1-805-577-3432*  
**Contact Person:** *MS PTX-36*  
**Attention:** *Loan Counselor*

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

**ASSUMPTION OF MORTGAGE** - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.



TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before August 30, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by August 30, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-6654.

#### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

##### CENTRE COUNTY

CCCS of Northeastern PA  
201 Basin Street  
Suite 6  
Williamsport, PA 17701  
570.323.6627  
800.922.9537  
Lycm.Clnn Co Comm fo  
Comm Action  
2138 Lincoln Street  
P.O. Box 3568  
Williamsport, PA 17703  
570.326.0587

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

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

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Term, No. 07-1805-CD

*Plaintiff*  
vs.

DEBRA A. OLENICK and PAUL D. OLENICK  
**Mortgagor(s) and Record Owner(s)**

1750 Six Mile Road  
Philipsburg, PA 16866

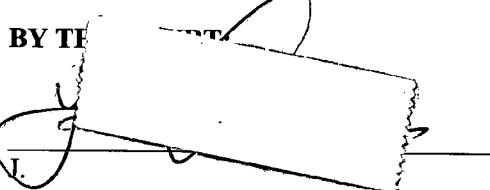
*Defendant(s)*

ORDER

And now, on this 26 day of Feb., 2008, upon  
consideration of the Motion to Compel Sheriff to Process Return of Service of plaintiff,  
COUNTRYWIDE HOME LOANS INC. ("Plaintiff"), and any response thereto, it is hereby

**ORDERED and DECREED** that the Sheriff of Clearfield County shall (i) file the return  
of service with the Prothonotary, and (ii) send a copy of the return of service to Plaintiff's  
counsel within five (5) days of the date of this Order.

BY THE



FILED  
01/4/08/08  
FEB 26 2008  
AttyFam  
60

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 2/6/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

**FILED**

FEB 26 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**GOLDBECK McCAFFERTY & McKEEVER**  
BY: DAVID FEIN, ESQUIRE  
Attorney I.D. #82628  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**ATTORNEY FOR PLAINTIFF**

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

Term, No. 07-1805-CD

DEBRA A. OLENICK and PAUL D. OLENICK  
**Mortgagor(s) and Record Owner(s)**

1750 Six Mile Road  
Philipsburg, PA 16866

*Plaintiff*

vs.

*Defendant(s)*

**MOTION TO COMPEL SHERIFF TO PROCESS RETURN OF SERVICE**

Plaintiff, COUNTRYWIDE HOME LOANS INC. (“Plaintiff”), by and through its attorneys, Goldbeck McCafferty & McKeever, moves this Honorable Court for an Order to Compel the Sheriff of Clearfield County to process the return of service:

1. On November 06, 2007 Plaintiff filed its Complaint in Mortgage Foreclosure.
2. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon defendants, DEBRA A. OLENICK and PAUL D. OLENICK (“Defendants”)
3. To the best of Plaintiff’s knowledge, the Sheriff attempted service of the complaint.
4. Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added).

**FILED**  
7/10/07 Atty  
FEB 25 2008 Fein

William A. Shaw  
Prothonotary/Clerk of Courts

5. Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made.

6. It has been two (2) months, yet the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff.

7. The Sheriff is not in compliance with Rule 405.

8. The Sheriff's delay has caused prejudice to Plaintiff, as Plaintiff has been unable to continue with this lawsuit.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order compelling the Sheriff to process the return of service.

Respectfully submitted,

**GOLDBECK McCAFFERTY & McKEEVER**



---

David Fein, Esquire  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & McKEEVER**  
BY: DAVID FEIN, ESQUIRE  
Attorney I.D. #82628  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**ATTORNEY FOR PLAINTIFF**

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.

DEBRA A. OLENICK and PAUL D. OLENICK  
**Mortgagor(s) and Record Owner(s)**

1750 Six Mile Road  
Philipsburg, PA 16866

*Defendant(s)*

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY  
Term, No. 07-1805-CD

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF ITS  
MOTION TO COMPEL SHERIFF TO PROCESS RETURN OF SERVICE**

**I. FACTS**

On November 06, 2007, Plaintiff filed its Complaint in Mortgage Foreclosure. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon Defendants. To the best of Plaintiff's knowledge, the Sheriff attempted service of the complaint.

**II. ARGUMENT**

Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added). Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made. It has been two (2) months, yet the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff. The Sheriff is not in compliance with Rule 405.

### **III. CONCLUSION**

The Sheriff's delay has caused prejudice to Plaintiff, as Plaintiff has been unable to continue with this lawsuit. Plaintiff therefore requests that this Honorable Court enter an Order compelling the Sheriff to process the return of service.

Respectfully submitted,

**GOLDBECK McCAFFERTY & McKEEVER**



---

David Fein, Esquire  
Attorney for Plaintiff

**VERIFICATION**

David Fein, Esquire, hereby states that he is the attorney for Plaintiff herein, and that all of the facts set forth within the attached Motion are true and correct to the best of his knowledge, information and belief. The undersigned understands that the foregoing statements are made subject to the penalties of 18 P.S. Section 4904.

**GOLDBECK McCAFFERTY & McKEEVER**

By: 

David Fein, Esquire  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & McKEEVER**  
BY: DAVID FEIN, ESQUIRE  
Attorney I.D. #82628  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**ATTORNEY FOR PLAINTIFF**

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*  
vs.

DEBRA A. OLENICK and PAUL D. OLENICK  
**Mortgagor(s) and Record Owner(s)**

1750 Six Mile Road  
Philipsburg, PA 16866

*Defendant(s)*

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY  
TERM, No. 07-1805-CD

**CERTIFICATE OF SERVICE**

David Fein, Esquire, hereby certifies that on February 22, 2008 he did serve true and correct copies of the within Motion by first class mail, postage pre-paid upon the following:

DEBRA A. OLENICK  
1750 Six Mile Road  
Philipsburg, PA 16866

PAUL D. OLENICK  
1750 Six Mile Road  
Philipsburg, PA 16866



\_\_\_\_\_  
David Fein, Esquire  
Attorney for Plaintiff

Date: February 22, 2008

In the Court of Common Pleas of Clearfield County

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
(Mortgagor(s) and Record Owner(s))  
1750 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

FILED

MAR 10 2008

W111056

William A. Shaw  
Prothonotary/Clerk of Courts

No. 07-1805-CD

NOTICE TO

DEPTS

COPY TO ATTYS

PRAECIPE FOR JUDGMENT

THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT  
OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE  
OF COLLECTING THE DEBT.

Enter the Judgment in favor of Plaintiff and against DEBRA A. OLENICK and PAUL D. OLENICK by default for want of an Answer.

Assess damages as follows:

Debt

\$170,554.04

Interest from 03/08/2008 to Date of Sale

Total

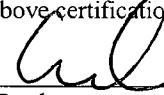
(Assessment of Damages attached)

I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

  
Michael T. McKeever  
Attorney for Plaintiff  
I.D. #56129

AND NOW MARCH 10, 2008, Judgment is entered in favor of COUNTRYWIDE HOME LOANS INC. and against DEBRA A. OLENICK and PAUL D. OLENICK by default for want of an Answer and damages assessed in the sum of \$170,554.04 as per the above certification.

  
Prothonotary

Rule of Civil Procedure No. 236 – Revised

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

No. 07-1805-CD

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
(**Mortgagors and Record Owner(s)**)  
1750 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT  
OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE  
PURPOSE OF COLLECTING THE DEBT.**

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw  
Prothonotary

By: W.S.

Deputy

If you have any questions concerning the above, please contact:

Michael T. McKeever  
**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

DATE OF THIS NOTICE: **January 9, 2008**

TO:

**DEBRA A. OLENICK**

1750 Six Mile Road  
Philipsburg, PA 16866

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 07-1805-CD

*Plaintiff*

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
(Mortgagor(s) and Record Owner(s))  
1750 Six Mile Road  
Philipsburg, PA 16866

*Defendant(s)*

TO: **DEBRA A. OLENICK**  
1750 Six Mile Road  
Philipsburg, PA 16866

**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.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**Joseph A. Goldbeck, Jr.**  
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Joseph A. Goldbeck, Jr., Esq.  
Attorney for Plaintiff  
Suite 5000 – 701 Market Street.  
Philadelphia, PA 19106 215-825-6318

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

DATE OF THIS NOTICE: **January 9, 2008**

TO:

**PAUL D. OLENICK**

1750 Six Mile Road  
Philipsburg, PA 16866

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.  
DEBRA A. OLENICK  
PAUL D. OLENICK  
(Mortgagor(s) and Record Owner(s))  
1750 Six Mile Road  
Philipsburg, PA 16866

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 07-1805-CD

*Defendant(s)*

TO: **PAUL D. OLENICK**  
1750 Six Mile Road  
Philipsburg, PA 16866

**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.

PENNSYLVANIA BAR ASSOCIATION  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375

KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

**Joseph A. Goldbeck, Jr.**

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: Joseph A. Goldbeck, Jr., Esq.

Attorney for Plaintiff

Suite 5000 – 701 Market Street.

Philadelphia, PA 19106 215-825-6318

VERIFICATION OF NON-MILITARY SERVICE

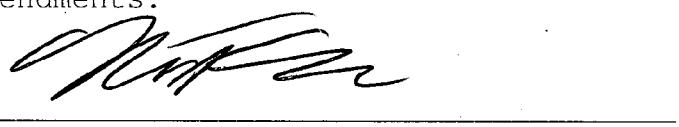
The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, DEBRA A. OLENICK, is about unknown years of age, that Defendant's last known residence is 1750 Six Mile Road, Philipsburg, PA 16866, and is engaged in the unknown business located at unknown address.

2. That Defendant is 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 Action of Congress of 1940 and its Amendments.

Date:

3/8/08



VERIFICATION OF NON-MILITARY SERVICE

The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

1. That the above named Defendant, PAUL D. OLENICK, is about unknown years of age, that Defendant's last known residence is 1750 Six Mile Road, Philipsburg, PA 16866, and is engaged in the unknown business located at unknown address.
2. That Defendant is 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 Action of Congress of 1940 and its Amendments.

Date:

3/6/08



GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
(Mortgagor(s) and Record owner(s))  
1750 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

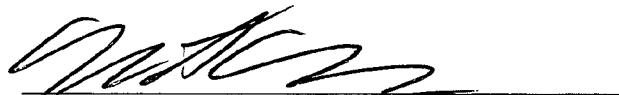
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 07-1805-CD

**ORDER FOR JUDGMENT**

Please enter Judgment in favor of COUNTRYWIDE HOME LOANS INC., and against DEBRA A. OLENICK and PAUL D. OLENICK for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$170,554.04.



\_\_\_\_\_  
Michael T. McKeever  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is COUNTRYWIDE HOME LOANS INC. 7105 Corporate Drive PTX B-35 Plano, TX 75024-3632 and that the name(s) and last known address(es) of the Defendant(s) is/are DEBRA A. OLENICK, 1750 Six Mile Road Philipsburg, PA 16866 and PAUL D. OLENICK, 1750 Six Mile Road Philipsburg, PA 16866;



\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

**ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance	\$146,252.50
Interest from 09/01/2006 through 03/07/2008	\$14,426.15
Attorney's Fee at 5.0000% of principal balance	\$7,312.63
Late Charges	\$837.36
Costs of Suit and Title Search	\$900.00
Escrow Balance Deficit	
	<hr/> \$170,554.04

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

AND NOW, this 10<sup>th</sup> day of March, 2008 damages are assessed as above.

  
Pro Prothy

Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
**Mortgagor(s) and Record Owner(s)**  
1750 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

IN THE COURT OF  
COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF  
MORTGAGE FORECLOSURE

NO. 07-1805-CD

**CERTIFICATION AS TO THE SALE OF REAL PROPERTY**

I, Michael T. McKeever, Esquire hereby certify that I am the attorney of record for the Plaintiff in this action, and I further certify that this property is subject to Act 91 of 1983 and the Plaintiff has complied with all the provisions of the Act.



Michael T. McKeever  
Attorney for plaintiff

Goldbeck McCafferty & McKeever  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
**(Mortgagor(s) and Record Owner(s))**  
1750 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 07-1805-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

COUNTRYWIDE HOME LOANS INC., Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

1750 Six Mile Road  
Philipsburg, PA 16866

1. Name and address of Owner(s) or Reputed Owner(s):

DEBRA A. OLENICK  
1750 Six Mile Road  
Philipsburg, PA 16866

PAUL D. OLENICK  
1750 Six Mile Road  
Philipsburg, PA 16866

2. Name and address of Defendant(s) in the judgment:

DEBRA A. OLENICK  
1750 Six Mile Road  
Philipsburg, PA 16866

PAUL D. OLENICK  
1750 Six Mile Road  
Philipsburg, PA 16866

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

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432

P.O. Box 2675  
Harrisburg, PA 17105-2675

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

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

MERS, AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION  
P.O. Box 2026  
Flint, MI 48501

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

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.

TENANTS/OCCUPANTS  
1750 Six Mile Road  
Philipsburg, PA 16866

(attach separate sheet if more space is needed)

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.

DATED: March 7, 2008



---

GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

PRAECLPICE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P 3180-3183

Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

FILED *(initials)*

MAR 10 2008  
m/1230(wa)  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CEST w/6wr  
TS 544

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

COPY TO ATL

Plaintiff  
vs.  
DEBRA A. OLENICK  
PAUL D. OLENICK  
Mortgagor(s) and Record Owner(s)  
1750 Six Mile Road  
Philipsburg, PA 16866  
Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County  
CIVIL ACTION - LAW  
ACTION OF MORTGAGE FORECLOSURE  
No. 07-1805-CD

PRAECLPICE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due	
	\$170,554.04
Interest from 03/08/2008 to Date of Sale at 6.5000%	
(Costs to be added)	

Prothonotary costs  
\$ 132.06

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

Term  
No. 07-1805-CD  
IN THE COURT OF COMMON PLEAS  
COUNTRYWIDE HOME LOANS INC.

vs.

DEBRA A. OLENICK and  
PAUL D. OLENICK  
(Mortgagor(s) and Record Owner(s))  
1750 Six Mile Road  
Philipsburg, PA 16866

---

**PRAECLPTE FOR WRIT OF EXECUTION**  
**(Mortgage Foreclosure)**

---

Michael T. McKeever  
\_\_\_\_\_  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

Term  
No. 07-1805-CD  
**IN THE COURT OF COMMON PLEAS**

COUNTRYWIDE HOME LOANS INC.

vs.

DEBRA A. OLENICK and  
PAUL D. OLENICK  
(Mortgagor(s) and Record Owner(s))  
1750 Six Mile Road  
Philipsburg, PA 16866

---

**PRAECLPTE FOR WRIT OF EXECUTION**  
**(Mortgage Foreclosure)**

---

Michael T. McKeeever  
\_\_\_\_\_  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

ALL that certain lot or tract or land situate in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the southern right of way line of S.R. 17057 at the northeast corner of Lot 1, a point of curvature of a curve to the right having a radius of 1835.32 feet; thence following the arc of said curve a distance of 156.72 feet, the chord of said curve being North 70 degrees 00 minutes 41 seconds East a distance of 156.67 feet to a point; thence along said right of way line North 72 degrees 27 minutes 27 seconds East a distance of 194.94 feet to an iron pin; thence along Lot 4, South 25 degrees 00 minutes 00 seconds East a distance of 627.34 feet to an iron pin; thence along lands now or formerly of William Pryde, South 65 degrees 00 minutes 00 seconds West a distance of 349.36 feet to an iron pin; thence along Lot 2 and Lot 1, North 25 degrees 00 minutes 00 seconds West a distance of 666.32 feet to the point of beginning.  
CONTAINING 5.21 acres, more or less, being Lot 3 of Highland Terrace Subdivision as recorded to Clearfield County Map File No. 2572.

BEING further identified as Clearfield County Tax Parcel No. 112-P12-376 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto the Borrowers herein by deed being recorded contemporaneously herewith.

TAX PARCEL#: 112-P12-000-00376

BEING KNOWN AS: 1750 Six Mile Road, Phillipsburg, PA 16866

William A Shaw  
Prothonotary/Clerk of Courts

MAR 10 2008

FILED

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

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

In the Court of Common Pleas of  
Clearfield County

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
1750 Six Mile Road  
Philipsburg, PA 16866

No. 07-1805-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

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:

PREMISES: 1750 Six Mile Road Philipsburg, PA 16866

See Exhibit "A" attached

AMOUNT DUE	\$170,554.04
------------	--------------

Interest From 03/08/2008  
Through Date of Sale

(Costs to be added)

Prothonotary costs

W.W. *W.W.*  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated: 3-10-08

Deputy \_\_\_\_\_

Term  
No. 07-1805-CD

IN THE COURT OF COMMON PLEAS

COUNTRYWIDE HOME LOANS INC.

vs.

DEBRA A. OLENICK and  
PAUL D. OLENICK  
Mortgor(s)  
1750 Six Mile Road Philipsburg, PA 16866

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$170,554.04
INTEREST from	\$_____
COSTS PAID:	\$_____
PROTHY	\$_____
SHERIFF	\$_____
STATUTORY	\$_____
COSTS DUE PROTHY	\$_____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL that certain lot or tract or land situate in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the southern right of way line of S.R. 17057 at the northeast corner of Lot 1, a point of curvature of a curve to the right having a radius of 1835.32 feet; thence following the arc of said curve a distance of 156.72 feet, the chord of said curve being North 70 degrees 00 minutes 41 seconds East a distance of 156.67 feet to a point; thence along said right of way line North 72 degrees 27 minutes 27 seconds East a distance of 194.94 feet to an iron pin; thence along Lot 4, South 25 degrees 00 minutes 00 seconds East a distance of 627.34 feet to an iron pin; thence along lands now or formerly of William Pryde, South 65 degrees 00 minutes 00 seconds West a distance of 349.36 feet to an iron pin; thence along Lot 2 and Lot 1, North 25 degrees 00 minutes 00 seconds West a distance of 666.32 feet to the point of beginning.  
CONTAINING 5.21 acres, more or less, being Lot 3 of Highland Terrace Subdivision as recorded to Clearfield County Map File No. 2572.

BEING further identified as Clearfield County Tax Parcel No. 112-P12-376 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto the Borrowers herein by deed being recorded contemporaneously herewith.

TAX PARCEL#: 112-P12-000-00376

BEING KNOWN AS: 1750 Six Mile Road, Phillipsburg, PA 16866

GOLDBECK McCAFFERTY & MCKEEVER  
BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

57225FC  
CF: 11/06/2007  
SD: 06/06/2008  
\$170,554.04

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff  
vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
Mortgagor(s) and  
Record Owner(s)

1750 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 07-1805-CD

**FILED**

MAY 02 2008  
M/11:50a  
William A. Shaw  
Prothonotary/Clerk of Courts  
No C/C (CR)

Michael T. McKeever, Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- Personal Service by the Sheriff's Office/competent adult (copy of return attached).
- Certified mail by Michael T. McKeever (original green Postal return receipt attached).
- Certified mail by Sheriff's Office.
- Ordinary mail by Michael T. McKeever, Esquire to Attorney for Defendant(s) of record (proof of mailing attached).
- Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).
- Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

- Premises was posted by Sheriff's Office/competent adult (copy of return attached).
- Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).
- Certified Mail & ordinary mail by Michael T. McKeever (original receipt(s) for Certified Mail attached).
- Published in accordance with court order (copy of publication attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Michael T. McKeever, Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

Michael T. McKeever  
BY: Michael T. McKeever  
Attorney for Plaintiff



Name and Address of Sender  
**GOLDBECK**  
**SUITE 5000**  
**701 MARKET STREET**  
**PHILADELPHIA, PA**  
**19106-1532**

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Affix Stamp Here  
 (If issued as a  
 certificate of mailing,  
 or for additional copies  
 of this bill)

Article Number	Recipient (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Date of Receipt
1.	MERS AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORP. 603 NORTH WILMOT ROAD TUCSON, AZ 85711	\$ 02.10	02.1M	0004241518	APR 29 2008
2.	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC 3300 SW 34TH AVENUE, STE 101 OCALA, FL 34474				APR 29 2008
3.					
4.					
5.					
6.					
7.					
8.					
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)		



**See Privacy Act Statement on Reverse**

PS Form 3877, February 2002 (Page 1 of 2)

57225FC Clearfield County Sale Date: 06/06/2008

DEBRA A. OLENICK & PAUL D. OLENICK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
AFFIDAVIT OF SERVICE

COUNTRYWIDE HOME LOANS, INC.

Plaintiff (Petitioner)

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
Defendant (Respondent)

CASE and/or DOCKET: 07-1805-CD

I, Terese Minzola declare that I am a Pennsylvania State Constable and/or Process Server, in and for the County of Berks, that I am not a party to this action, not an employee of a party to this action, or an attorney to the action, and that within the boundaries of the state were service was effected. I was authorized by law to perform the said service.

SERVICE UPON: DEBRA A. OLENICK

ADDRESS: 94 LINGLE ST, OSCEOLA MILLS PA 16666

On: 4/7/08 At: 853pm

Description: Approximate Age 43 Height 5'5 Weight 130 Race W Sex F Hair BLK

With Documents: NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

**Manner of Service**

By handing to:

DEFENDANT(S) PERSONALLY SERVED  
 ADULT FAMILY MEMBER WITH WHOM THE SAID DEFENDANT(S) RESIDE.  
 NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_  
 ADULT IN CHARGE OF DEFENDANT'S RESIDENCE.  
 NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_  
 POSTED PROPERTY  
 AGENT OR PERSON IN CHARGE OF PLACE OF BUSINESS.  
 NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 MILITARY STATUS: NO / YES BRANCH: \_\_\_\_\_

**COMMENTS:**

DEFENDANT WAS NOT SERVED BECAUSE:

MOVED UNKNOWN NO ANSWER VACANT OTHER: \_\_\_\_\_

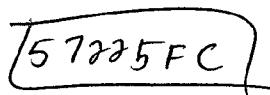
SERVICE WAS ATTEMPTED ON THE FOLLOWING DATES/TIMES:

1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 8 DAY OF  
APRIL, 2008

  
CONSTABLE PROCESS SERVER

NOTARY  
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
ERIC M. AFFLERBACH, Notary Public  
Washington Twp., Berks County  
My Commission Expires November 18, 2009

  
57225FC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
AFFIDAVIT OF SERVICE

COUNTRYWIDE HOME LOANS, INC.

Plaintiff (Petitioner)

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
Defendant (Respondent)

CASE and/or DOCKET: 07-1805-CD

I, Terese Minzola declare that I am a Pennsylvania State Constable and/or Process Server, in and for the County of Berks, that I am not a party to this action, not an employee of a party to this action, or an attorney to the action, and that within the boundaries of the state service was effected. I was authorized by law to perform the said service.

SERVICE UPON: PAUL D. OLENICK

ADDRESS: 94 LINGLE ST, OSCEOLA MILLS PA 16666

On: 4/7/08 At: 8:53 pm

Description: Approximate Age 43 Height 5'5" Weight 130 Race W Sex F Hair BLK

With Documents: NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

Manner of Service

By handing to:

DEFENDANT(S) PERSONALLY SERVED  
 ADULT FAMILY MEMBER WITH WHOM THE SAID DEFENDANT(S) RESIDE.  
 NAME: Debra Olenick RELATIONSHIP: wife  
 ADULT IN CHARGE OF DEFENDANT'S RESIDENCE.  
 NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_  
 POSTED PROPERTY  
 AGENT OR PERSON IN CHARGE OF PLACE OF BUSINESS.  
 NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 MILITARY STATUS: NO / YES BRANCH: \_\_\_\_\_

COMMENTS:

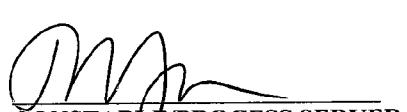
DEFENDANT WAS NOT SERVED BECAUSE:

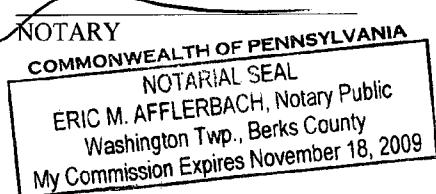
MOVED UNKNOWN NO ANSWER VACANT OTHER: \_\_\_\_\_

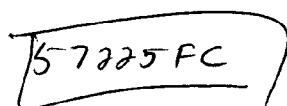
SERVICE WAS ATTEMPTED ON THE FOLLOWING DATES/TIMES:

1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 8 DAY OF  
April, 2008

  
CONSTABLE/PROCESS SERVER



  
57225 FC

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
**Mortgagor(s) and Record Owner(s)**

1750 Six Mile Road  
Philipsburg, PA 16866

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 07-1805-CD

**SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129**

COUNTRYWIDE HOME LOANS INC., Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

1750 Six Mile Road  
Philipsburg, PA 16866

1. Name and address of Owner(s) or Reputed Owner(s):

DEBRA A. OLENICK  
94 LINGLE STREET  
OSCEOLA MILLS, PA 16666

PAUL D. OLENICK  
94 LINGLE STREET  
OSCEOLA MILLS, PA 16666

2. Name and address of Defendant(s) in the judgment:

DEBRA A. OLENICK  
94 LINGLE STREET  
OSCEOLA MILLS, PA 16666

PAUL D. OLENICK  
94 LINGLE STREET  
OSCEOLA MILLS, PA 16666

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

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

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

MERS, AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION  
P.O. Box 2026  
Flint, MI 48501

MERS, AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORP.  
603 NORTH WILMOT ROAD  
TUCSON, AZ 85711

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC  
3300 SW 34TH AVENUE, STE 101  
OCALA, FL 34474

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

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.

TENANTS/OCCUPANTS  
1750 Six Mile Road  
Philipsburg, PA 16866

(attach separate sheet if more space is needed)

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.

DATED: April 30, 2008

Michael T. McKeever  
GOLDBECK McCAFFERTY & MCKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20744  
NO: 07-1805-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: DEBRA A. OLENICK AND PAUL D. OLENICK

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 3/10/2008

LEVY TAKEN 3/26/2008 @ 2:08 PM

POSTED 3/26/2008 @ 2:08 PM

SALE HELD 6/6/2008

SOLD TO FANNIE MAE

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 6/23/2008

DATE DEED FILED 6/23/2008

**FILED** 105.00  
JUN 23 2008  
0/11:10 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

PROPERTY ADDRESS 1750 SIX MILE ROAD PHILIPSBURG , PA 16866

**SERVICES**

5/23/2008 @ SERVED DEBRA A. OLENICK

ATTORNEYS OFFICE PERSONALLY SERVED DEBRA A. OLENICK, DEFENDANT, AT 94 LINGLE STREET, OSCEOLA MILLS, PA 16666. WRIT, NOS & LEVY MAILED REG & CERT TO SAME ADDRESS CERT #70060810000145074128. RETURNED UNCLAIMED 6/12/08

5/23/2008 @ SERVED PAUL D. OLENICK

ATTORNEY'S OFFICE PERSONALLY SERVED PAUL D. OLENICK, DEFENDANT, AT 94 LINGLE STREET, OSCEOLA MILLS, PA 16666. WRIT, NOS & LEVY MAILED REG & CERT TO SAME ADDRESS CERT #70060810000145074135. RETRUNED UNCLAIMED 6/12/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20744  
NO: 07-1805-CD

PLAINTIFF: COUNTRYWIDE HOME LOANS, INC.

vs.

DEFENDANT: DEBRA A. OLENICK AND PAUL D. OLENICK

Execution REAL ESTATE

SHERIFF RETURN

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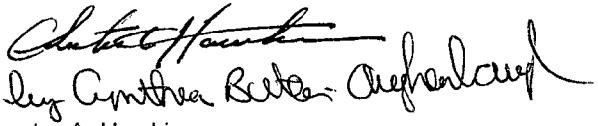
SHERIFF HAWKINS \$354.32

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
by Amber Belter Deputy Sheriff  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

COUNTRYWIDE HOME LOANS INC.  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

In the Court of Common Pleas of  
Clearfield County

vs.

DEBRA A. OLENICK  
PAUL D. OLENICK  
1750 Six Mile Road  
Philipsburg, PA 16866

No. 07-1805-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

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:

PREMISES: 1750 Six Mile Road Philipsburg, PA 16866

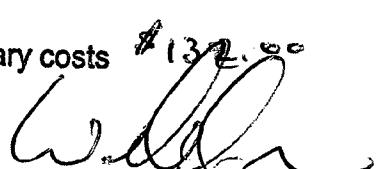
See Exhibit "A" attached

AMOUNT DUE	\$170,554.04
------------	--------------

Interest From 03/08/2008  
Through Date of Sale

(Costs to be added)

Prothonotary costs \$132.00

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated: 3-10-08

Deputy \_\_\_\_\_

Received this writ this 10<sup>th</sup> day  
of March A.D. 2008.  
At 3:00 A.M./P.M.

Charles G. Hawkins  
Sheriff Deputy Commissioner  
Aug 10, 2008

Term  
No. 07-1805-CD

IN THE COURT OF COMMON PLEAS  
COUNTRYWIDE HOME LOANS INC.

vs.

DEBRA A. OLENICK and  
PAUL D. OLENICK  
Mortagor(s)  
1750 Six Mile Road Philipsburg, PA 16866

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$170,554.04
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ _____
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL that certain lot or tract or land situate in the Township of Decatur, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the southern right of way line of S.R. 17057 at the northeast corner of Lot 1, a point of curvature of a curve to the right having a radius of 1835.32 feet; thence following the arc of said curve a distance of 156.72 feet, the chord of said curve being North 70 degrees 00 minutes 41 seconds East a distance of 156.67 feet to a point; thence along said right of way line North 72 degrees 27 minutes 27 seconds East a distance of 194.94 feet to an iron pin; thence along Lot 4, South 25 degrees 00 minutes 00 seconds East a distance of 627.34 feet to an iron pin; thence along lands now or formerly of William Pryde, South 65 degrees 00 minutes 00 seconds West a distance of 349.36 feet to an iron pin; thence along Lot 2 and Lot 1, North 25 degrees 00 minutes 00 seconds West a distance of 666.32 feet to the point of beginning.  
CONTAINING 5.21 acres, more or less, being Lot 3 of Highland Terrace Subdivision as recorded to Clearfield County Map File No. 2572.

BEING further identified as Clearfield County Tax Parcel No. 112-P12-376 as shown on the assessment map in the records of Clearfield County, PA.

BEING the same premises as vested unto the Borrowers herein by deed being recorded contemporaneously herewith.

TAX PARCEL#: 112-P12-000-00376

BEING KNOWN AS: 1750 Six Mile Road, Phillipsburg, PA 16866

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DEBRA A. OLENICK NO. 07-1805-CD

NOW, June 23, 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 June 06, 2008, I exposed the within described real estate of Debra A. Olenick And Paul D. Olenick to public venue or outcry at which time and place I sold the same to FANNIE MAE he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	15.00	DEBT-AMOUNT DUE	170,554.04
MILEAGE	15.00	INTEREST @ %	0.00
LEVY	16.16	FROM TO 06/06/2008	
MILEAGE	15.00	PROTH SATISFACTION	
POSTING	16.16	LATE CHARGES AND FEES	
CSDS	15.00	COST OF SUIT-TO BE ADDED	
COMMISSION	10.00	FORECLOSURE FEES	
POSTAGE	0.00	ATTORNEY COMMISSION	
HANDBILLS	16.92	REFUND OF ADVANCE	
DISTRIBUTION	15.00	REFUND OF SURCHARGE	40.00
ADVERTISING	25.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	15.00	PROPERTY INSPECTIONS	
ADD'L POSTING	30.00	INTEREST	
ADD'L MILEAGE	109.08	MISCELLANEOUS	
ADD'L LEVY		<b>TOTAL DEBT AND INTEREST</b>	<b>\$170,594.04</b>
BID AMOUNT	1.00		
RETURNS/DEPUTIZE			
COPIES	15.00		
	5.00		
BILLING/PHONE/FAX	5.00		
CONTINUED SALES			
MISCELLANEOUS			
<b>TOTAL SHERIFF COSTS</b>	<b>\$354.32</b>		
<b>COSTS:</b>			
ADVERTISING			421.54
TAXES - COLLECTOR			
TAXES - TAX CLAIM			
DUE			
LIEN SEARCH			100.00
ACKNOWLEDGEMENT			5.00
DEED COSTS			29.00
SHERIFF COSTS			354.32
LEGAL JOURNAL COSTS			126.00
PROTHONOTARY			132.00
MORTGAGE SEARCH			40.00
MUNICIPAL LIEN			
<b>DEED COSTS:</b>			
ACKNOWLEDGEMENT	5.00		
REGISTER & RECORDER	29.00		
TRANSFER TAX 2%	0.00		
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>		
		<b>TOTAL COSTS</b>	<b>\$1,207.86</b>

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



CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



PA  
6-56

UNCLAIMED

DEBRA A. OLENICK  
94 LINGLE STREET  
OSCEOLA MILLS, PA 16666

NIXIE

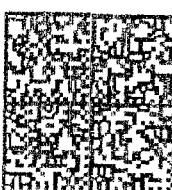
2006 1 11 06/10/08

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
RETURN TO SENDER

7006	0810	0001	4507	4128
2006	1	11	06/10/08	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>				
<b>OFFICIAL USE</b>				
Postage	\$ 59			
Certified Fee				
Return Receipt Fee (Endorsement Required)				
Restricted Delivery Fee (Endorsement Required)				
Total Postage & Fees	\$ 5.91			
Send To	DEBRA A. OLENICK 94 LINGLE STREET OSCEOLA MILLS, PA 16666			
Street, Apt. No., or PO Box No.				
City, State, Zip/4-4				

PS Form 3800, June 2002  
See Reversal for Instructions

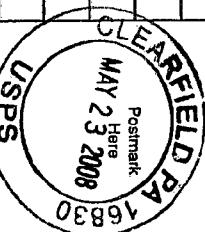
1st NOTICE 5-24  
2nd NOTICE 5-28  
RETURNED 6-6



Hasler

\$ 05.419  
05/23/2008  
Mailed From 16830  
US POSTAGE

016416505405



**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:**

DEBRA A. OLENICK  
94 LINGLE STREET  
OSCEOLA MILLS, PA 16666

**COMPLETE THIS SECTION ON DELIVERY**

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

**3. Service Type**

<input 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.

**4. Restricted Delivery? (Extra Fee)**

<input type="checkbox"/> Yes
------------------------------

**2. Article Number**

(Transfer from service label)

7006 0810 0001 4507 4128

PS Form 3811, February 2004

Domestic Return Receipt

102895 02-11-1540



CHESTER A. HAWKINS  
SHERIFF

1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



6-2-01

UNCLAIMED

PAUL D. OLENICK  
94 LINGLE STREET  
OSCEOLA MILLS, PA 16666

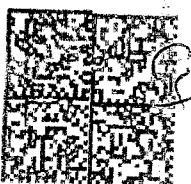
NIXIE

2006 0810 0001 4507 4135

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
RETURN TO SENDER

1st NOTICE 2/24  
2nd NOTICE 3/28  
RETURNED 6-08

046H16505405  
\$ 05.419  
05/23/2008  
Mailed From 16830  
US POSTAGE



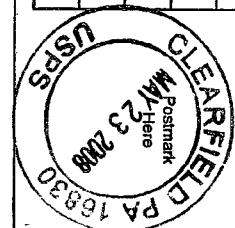
Hasler

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only, Not Insurance Coverage Provided)

(For delivery information visit our website at [www.usps.com](http://www.usps.com))

OFFICIAL USE

Postage	\$ .59
Certified Fee	
(Endorsement Required)	
Return Receipt Fee	
(Endorsement Required)	
Restricted Delivery Fee	
(Endorsement Required)	
Total Postage & Fees	\$ .59



Sent To

7006 0810 0001 4507 4135  
PA 16830 2006 CLEARFIELD  
Street, Apt. No.: PA 16830 2006 CLEARFIELD  
or P.O. Box No.: 94 LINGLE STREET  
City, State, ZIP+4: OSCEOLA MILLS, PA 16666

**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:**

PAUL D. OLENICK  
94 LINGLE STREET  
OSCEOLA MILLS, PA 16666

**COMPLETE THIS SECTION ON DELIVERY**

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

3. Service Type	
<input 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.
4. Restricted Delivery (Extra Fee)	
<input type="checkbox"/> Yes	

2. Article Number  
(Transfer from service label) **7006 0810 0001 4507 4135**

Domestic Return Receipt

102505-02-M-1540

PS Form 3811, February 2004