

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

FILED
m 10:28 AM
DEC 17 2007
Att'y pd.
85.00
JCC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

Wells Fargo Bank National
Association, as Trustee for First
Franklin Mortgage Loan Trust
2004-FF5 by: Saxon Mortgage
Services, Inc. as its attorney-
in-fact
4708 Mercantile Drive
Ft. Worth, TX 76137
Plaintiff
v.

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

Edward Holden
177 Wayne Lane
Houtzdale, PA 16651
Defendant(s)

NO. 07-2048-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE

February 19, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982
Deputy Prothonotary

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: First Franklin Financial Corp., a subsidiary of National City Bank of Indiana

Assignments of Record to: Wells Fargo Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2004-FF5 by: Saxon Mortgage Services, Inc. as its attorney-in-fact

Recording Date: **LODGED FOR RECORDING**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 177 Wayne Lane

MUNICIPALITY/TOWNSHIP/BOROUGH: Woodward Township

COUNTY: Clearfield

DATE EXECUTED: 4/27/04

DATE RECORDED: 10/8/04 INSTRUMENT NO: 200416533

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

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

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

refuses to comply with the terms of the Mortgage as follows:

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

6. The following amounts are due on the said Mortgage as of 12/5/07

Principal of debt due	\$57,349.54
Unpaid Interest at 8.625% from 8/1/07 to 12/5/07 (the per diem interest accruing on this debt is \$13.55 and that sum should be added each day after 12/5/07)	1,703.01
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$23.02 should be added in accordance with the terms of the note each month after 12/5/07)	184.16
Fees	414.00
Unapplied Funds	(287.59)
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,867.48</u>
TOTAL	\$62,835.60

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been

sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$62,835.60 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN TOWNSHIP OF WOODWARD, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200416532, ID# 130-M15-000-00017 AND ID# 130-M15-000-00064, BEING KNOWN AND DESIGNATED AS ALL THOSE CERTAIN PIECES, PARCELS, OR LOTS OF LAND SITUATE, LYING, AND BEING IN THE TOWNSHIP OF WOODWARD, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

THE FIRST THEREOF:

BEGINNING AT A STAKE 33 FEET FROM THE CENTER LINE OF THE MOSHANNON AND CLEARFIELD RAILROAD, BEARING NORTH 64 DEGREES EAST 200 FEET FROM THE NORTHEAST CORNER OF RAILROAD AVENUE AND IRONWOOD STREET; THENCE BY SAID AVENUE, NORTH 64 DEGREES EAST 100 FEET TO LOT NO. 10; THENCE THEREBY NORTH 2620 WEST 256.3 FEET TO RIGHT OF WAY OF BRANCH RAILROAD TO WOODWARD COLLIERY; THENCE THEREBY THE CENTER OF WHITESIDE RUN; THENCE MEANDERING THE SAME 100 FEET, MORE OR LESS, TO LOT NO. 12; THENCE THEREBY SOUTH 26 DEGREES EAST 394.2 FEET TO THE PLACE OF BEGINNING.

EXCEPTING AND RESERVING ALL THE COAL, FIRE CLAY, IRON AND OTHER MINERALS AND ALL SPRINGS AND STREAMS, TOGETHER WITH MINING RIGHTS AND RIGHT TO DIVERT, USE OF PIPE WATERS AS SET FORTH IN GRANTORS' CHAIN OF TITLE.

THE SECOND THEREOF:

BEGINNING AT A STAKE AT THE SOUTHEASTERLY CORNER OF LOT NO. 11 OF WOODWARD VILLAGE, CONVEYED TO GEORGE STEIN BY DEED DATED MAY 6TH, 1897; THENCE THEREBY NORTH 26 DEGREES, 00 MINUTES WEST 256.3 FEET TO A STAKE ON THE SOUTHERLY BANK OF WHITESIDE RUN; THENCE THEREBY IN A SOUTHEASTERLY DIRECTION DISTANCE OF 15 FEET TO A STAKE IN THE SOUTHERLY RIGHT OF WAY LINE OF OLD WOODWARD SIDING; THENCE THEREBY A CURVE TO THE RIGHT OF THE RADIUS OF WHICH IS 610 FEET IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 380 FEET TO A STAKE IN THE RIGHT OF WAY LINE OF THE MOSHANNON AND CLEARFIELD BRANCH OF THE PENNSYLVANIA RAILROAD AND THENCE THEREBY PARALLEL TO A AND 33 FEET DISTANT FROM THE CENTER LINE THEREOF SOUTH 64 DEGREES, 00 MINUTES WEST 290 FEET TO THE PLACE OF BEGINNING.

CONTAINING 82/100 OF AN ACRE AND BEING PART OF THE THOMAS EDMONDSON TRACT. ALL COURSES ACCORDING TO MAGNETIC MERIDIAN OF 1891.

BEING KNOWN AS PARCEL NUMBERS 130-M15-17 & 130-M15-64

DEED FROM KELLY M. TOMCHICK AS SET FORTH IN DEED INST #, 200416532 DATED 04/27/2004 AND RECORDED 10/08/2004, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

October 8, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Edward Holden
PROPERTY ADDRESS: 177 Wayne Lane
Houtzadale, PA 16651
LOAN ACCT. NO.: 1044263163
ORIGINAL LENDER: First Franklin Financial Corporation
CURRENT LENDER: Wells Fargo Bank Minnesota

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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.

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

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

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

TOTAL AMOUNT PAST DUE: \$2679.34

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender/Servicer:	<u>Saxon Mortgage Inc.</u>
Address:	<u>4708 Mercantile Drive North</u> <u>Fort Worth, TX 76137</u>
Phone Number:	<u>1-888-325-3502</u>
Fax Number:	<u>1-871-665-7613</u>
Contact Person:	<u>Loss Mitigation</u> <u>lossmit@saxonmsi.com</u>

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

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

NOTICE

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

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

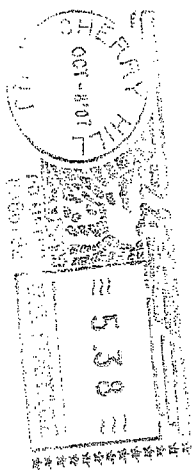
CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona PA 16602
(814) 944-8100
FAX (814) 944-5747

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

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

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

0982 2810 1000 054E 900L



Edward Holden
177 Wayne Lane
Houtzdale, PA 16651

06090006 Ref DT

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:

Edward Holder
177 Wayne Lane
Holtzdale, PA 16851

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Transfer from service label)

7006 3450 0001 0187 2860

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-A4-1540

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

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

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

FILED

DEC 17 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

Wells Fargo Bank National
Association, as Trustee for
First Franklin Mortgage Loan
Trust 2004-FF5 by: Saxon
Mortgage Services, Inc. as its
attorney-in-fact
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-2048-CD

v.
Edward Holden
Defendant(s)

O R D E R

AND NOW, this day of , 2008, upon
consideration of Plaintiff's Motion and the Affidavit of Good Faith
investigation attached hereto, it is hereby ORDERED that service of
the Complaint in Mortgage Foreclosure and all subsequent pleadings
on Defendant(s), Edward Holden, shall be complete when Plaintiff or
its counsel or agent has mailed true and correct copies of the
Complaint in Mortgage Foreclosure and all subsequent pleadings by
certified mail and regular mail to the last known address of
Defendant(s), Edward Holden at 177 Wayne Lane, Houtzdale, PA 16651
and by posting the mortgaged premises located at 177 Wayne Lane,
Houtzdale, PA 16651.

BY THE COURT:

J.

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400, pleadings@udren.com

Wells Fargo Bank National
Association, as Trustee for
First Franklin Mortgage Loan
Trust 2004-FF5 by: Saxon
Mortgage Services, Inc. as its
attorney-in-fact

Plaintiff

v.

Edward Holden

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-2048-CD

FILED NO
M11:22
JAN 31 2008 CC

William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR SPECIAL SERVICE PURSUANT
TO SPECIAL ORDER OF COURT

Plaintiff, by its counsel, moves this Honorable Court for an Order directing service of the Complaint in Mortgage Foreclosure upon Defendant(s), Edward Holden by regular mail and certified mail and by posting the mortgaged premises and in support thereof avers the following:

1. The last known address of Defendant(s) is 177 Wayne Lane, Houtzdale, PA 16651, which is the mortgaged premises.

2. Process was unable to be served at 177 Wayne Lane, Houtzdale, PA 16651. A copy of the Verification of Service is attached hereto as Exhibit A.

3. Pursuant to Pa.R.C.P. 430, Plaintiff made a Good Faith Investigation, the report thereof being attached hereto as Exhibit B.

4. Said investigation was unable to determine an alternate address for said Defendant(s).

WHEREFORE, Plaintiff prays and respectfully requests that this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint in Mortgage Foreclosure upon said Defendant(s), Edward Holden by regular mail and certified mail and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

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

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400, pleadings@udren.com

Wells Fargo Bank National
Association, as Trustee for
First Franklin Mortgage Loan
Trust 2004-FF5 by: Saxon
Mortgage Services, Inc. as its
attorney-in-fact

Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-2048-CD

v.

Edward Holden

Defendant(s)

MEMORANDUM OF LAW

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

(a) If service cannot be made under the applicable rule the plaintiff may move the court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation which has been made to determine the whereabouts of the defendant and the reasons why service cannot be made.

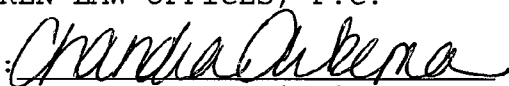
NOTE: A sheriff's return of "not found" or the fact that a defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). Notice of intended adoption mailed to last known address requires a "good faith effort" to discover the correct address. Adoption of Walker, 468 Pa. 165, 360 A2d 603 (1976).

An illustration of a good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As set forth in the Verification of Service marked Exhibit A, the Sheriff and/or Process Server has been unable to serve the Complaint in Mortgage Foreclosure at the Defendant's last known address. Although Plaintiff is still unable to determine the Defendant's whereabouts, a good faith effort to discover the whereabouts of the Defendant(s) has been made as evidenced by the attached Affidavit of Good Faith Investigation marked Exhibit B.

WHEREFORE, Plaintiff prays and respectfully requests service of the Complaint in Mortgage Foreclosure upon Defendant(s) by regular mail and certified mail and by posting the mortgaged premises.

UDREN LAW OFFICES, P.C.

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

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400 pleadings@udren.com

Wells Fargo Bank National
Association, as Trustee for
First Franklin Mortgage Loan
Trust 2004-FF5 by: Saxon
Mortgage Services, Inc. as its
attorney-in-fact

Plaintiff

v.

Edward Holden

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

MORTGAGE FORECLOSURE

NO. 07-2048-CD

VERIFICATION OF SERVICE

Based upon information supplied by the Sheriff of Clearfield County, service of the Complaint in Mortgage Foreclosure upon the below listed Defendant(s) was unsuccessful in accordance with Pa.R.C.P. 402 or 3129.2:

Defendant: Edward Holden

Place of Service: 177 Wayne Lane, Houtzdale, PA 16651

Defendant not found because: Moved Unknown No Answer
Vacant Other Per the Sheriff's Department, after several
attempts, service was unable to be made.

The undersigned, understands that the statements herein set forth above are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

January 24, 2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE EXHIBIT A

PLAYERS NATIONAL LOCATOR

AFFIDAVIT OF GOOD FAITH INVESTIGATION

Loan Number: 06090006

Attorney Firm: MARK J UDREN & ASSOCIATES

Case Number:

Subject: Edward Holden

A.K.A.: Edward T Holden

Last Known Address: 177 Wayne Lane
Houtzdale, PA 16651

Last Known Number: () -

Melissa Brower, being duly sworn according to law, deposes and says:

1. I am employed in the capacity of Location Specialist for Players National Locator.
2. On 12/11/2007, I conducted an investigation into the whereabouts of the above named defendant(s). The results of my investigation are as follows:

CREDIT INFORMATION -

- A. SOCIAL SECURITY NUMBER(S): 190-58-4625
- B. EMPLOYMENT SEARCH:
We were unable to verify current employment for Edward Holden.
- C. INQUIRY OF CREDITORS:
Creditors indicated the last reported address for Edward Holden is 177 Wayne Lane, Houtzdale, PA 16651 with no valid home number.

INQUIRY OF TELEPHONE COMPANY -

- A. DIRECTORY ASSISTANCE SEARCH:
Directory assistance does not have a listing for Edward Holden.

INQUIRY OF NEIGHBORS -

We were unable to contact any neighbors to confirm any information.

INQUIRY OF POST OFFICE -

- A. NATIONAL ADDRESS UPDATE:
As of December 06, 2007 the National Change of Address (NCOA) has no change for Edward Holden from 177 Wayne Lane, Houtzdale, PA 16651.

MOTOR VEHICLE REGISTRATION -

- A. MOTOR VEHICLE & DMV OFFICE:
We were unable to verify current drivers license information for Edward Holden.

OTHER INQUIRIES -

- A. DEATH RECORDS:
As of December 06, 2007 the Social Security Administration has no death record on file for Edward Holden and/or A.K.A's under the social security number provided.
- B. PUBLIC LICENSES (PILOT, REAL ESTATE, ETC.):
None Found.

EXHIBIT B

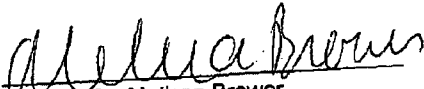
C. COUNTY VOTER REGISTRATION:

We were unable to confirm a listing with the County Voters Registration Office.

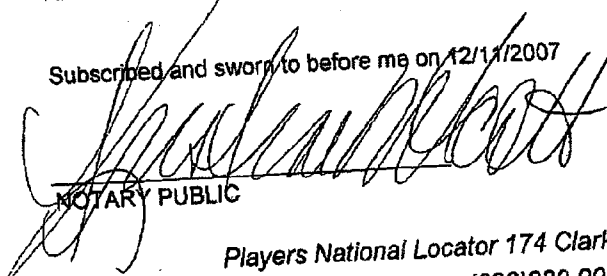
ADDITIONAL INFORMATION ON SUBJECT -

A. DATE OF BIRTH:

April 1966


AFFIANT Melissa Brower

Subscribed and sworn to before me on 12/11/2007


NOTARY PUBLIC

" NOTARY SEAL "
Kristine M. Scott, Notary Public
St. Louis County, State of Missouri
My Commission Expires 9/2/2010
Commission Number 06428665

Players National Locator 174 Clarkson Road, Ste 225 Ellisville, MO 63011
(636)230-9922 (636)230-0558

VERIFICATION

The undersigned hereby states that he/she is the Attorney for the Plaintiff in this action, that he/she is authorized to take this Verification, and that the statements made in the foregoing MOTION FOR SPECIAL SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his/her knowledge, information and belief.

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

Date: January 24, 2008

UDREN LAW OFFICES, P.C.

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

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302

STUART WINNEG, ESQUIRE - ID #45362

LORRAINE DOYLE, ESQUIRE - ID #34576

ALAN M. MINATO, ESQUIRE - ID #75860

CHANDRA M. ARKEMA, ESQUIRE - ID #203437

WOODCREST CORPORATE CENTER

111 WOODCREST ROAD, SUITE 200

CHERRY HILL, NJ 08003-3620

856-669-5400, pleadings@udren.com

Wells Fargo Bank National
Association, as Trustee for
First Franklin Mortgage Loan
Trust 2004-FF5 by: Saxon
Mortgage Services, Inc. as its
attorney-in-fact

Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-2048-CD

v.

Edward Holden

Defendant(s)

CERTIFICATE OF SERVICE

I, hereby certify that I have served true and correct copies
of the attached Motion For Special Service upon the following
person(s) named herein at their last known address or their
attorney of record by:

 x Regular First Class Mail

 Certified Mail

 Other

Date Served: January 24, 2008

TO: Edward Holden
177 Wayne Lane
Houtzdale, PA 16651

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

FILED

JAN 31 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

WELLS FARGO BANK NATIONAL ASSOCIATION, as
TRUSTEE for FIRST FRANKLIN MORTGAGE LOAN *
TRUST 2004-FF5, *

Plaintiff *

vs. *

EDWARD HOLDEN *

Defendant

NO. 07-2048-CD

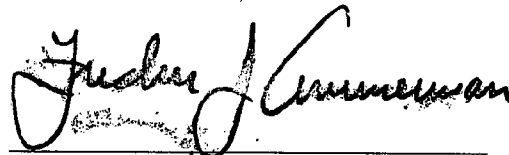
ORDER

NOW, this 1st day of February, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant **EDWARD HOLDEN** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 177 Wayne Lane, Houtzdale, PA 16651;
3. By certified mail, return receipt requested, to 177 Wayne Lane,
Houtzdale, PA 16651; and
4. By posting the mortgaged premises known in this herein action as
177 Wayne Lane, Houtzdale, PA 16651.

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

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

02/08/08
FEB 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

(64)

FILED

FEB 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

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

Wells Fargo Bank National
Association, as Trustee for
First Franklin Mortgage Loan
Trust 2004-FF5 by: Saxon
Mortgage Services, Inc. as its
attorney-in-fact

Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-2048-CD

v.

Edward Holden

Defendant(s)

FILED

m/11.05 cm
FEB 19 2008

pd \$7.00 Atty
reinstated
Complaint to
Shff.

PRAECIPE TO REINSTATE COMPLAINT

William A. Shaw

Prothonotary/Clerk of Courts

TO THE PROTHONOTARY:

Kindly reinstate the Complaint on the above-captioned matter.

DATE: February 14, 2008

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE

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

WELLS FARGO BANK NATIONAL ASSOCIATION, as
TRUSTEE for FIRST FRANKLIN MORTGAGE LOAN *
TRUST 2004-FF5, *

Plaintiff *

vs. *

EDWARD HOLDEN *

Defendant *

NO. 07-2048-CD

ORDER

NOW, this 1st day of February, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant **EDWARD HOLDEN** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 177 Wayne Lane, Houtzdale, PA 16651;
3. By certified mail, return receipt requested, to 177 Wayne Lane,
Houtzdale, PA 16651; and
4. By posting the mortgaged premises known in this herein action as
177 Wayne Lane, Houtzdale, PA 16651.

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

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN

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

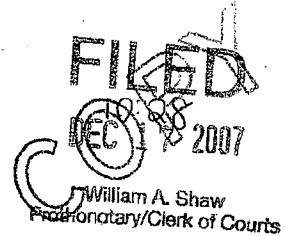
FEB 01 2008

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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

ATTORNEY FOR PLAINTIFF



Wells Fargo Bank National
Association, as Trustee for First
Franklin Mortgage Loan Trust
2004-FF5 by: Saxon Mortgage
Services, Inc. as its attorney-
in-fact
4708 Mercantile Drive
Ft. Worth, TX 76137
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

v.

Edward Holden
177 Wayne Lane
Houtzdale, PA 16651
Defendant(s)

NO. 07-2048-CD

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

COPY

06090006 MYR

FILED

FEB 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

Wells Fargo Bank National
Association, as Trustee for
First Franklin Mortgage Loan
Trust 2004-FF5 by: Saxon
Mortgage Services, Inc. as its
attorney-in-fact

Plaintiff

v.

Edward Holden

Defendant(s)

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-2048-CD

FILED No
M/2326N CC
FEB 28 2008
William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that he is counsel for Plaintiff in the above case and that pursuant to the Court order issued in this matter he mailed a true and correct copy of the Complaint in Mortgage Foreclosure to Defendant(s), by certified mail and regular first class mail, to the last known address of Defendant(s) as follows:

DATE MAILED: 2/22/08

Edward Holden
177 Wayne Lane
Houtzdale, PA 16651

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties relating to unsworn falsification to authorities.

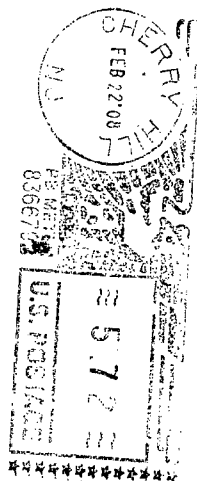
Dated: 2/26/08

UDREN LAW OFFICES, P.C.

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

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

Edward Holden
177 Wayne Lane
Holtzdale, PA 16051



ETES 2418 4000 0120 2007
ETES 2418 4000 0120 2007

U.S. Postal Service
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To Edward Holden
Street, Apt. No.,
or PO Box No. 177 Wayne Lane
City, State, ZIP+4[®] Holtzdale, PA 16051

PS Form 3800, August 2006 See Reverse for Instructions

Certified Mail Provides:

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

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

PS Form 3800, August 2005 (Reverse) PSN 7539-02-000-9047

<p>SENDER: COMPLETE THIS SECTION</p> <p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input checked="" type="checkbox"/> Agent</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Edward Holden 177 Wayne Lane Holtzdale, PA 16851</p>		<p>3. Service Type:</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. ZIP+4®</p> <p>7007 0710 0004 8147 5313</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, August 2001</p> <p>Domestic Return Receipt</p>		<p>102595-02-M-1540</p>	

FILED

FEB 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

UDREN LAW OFFICES, P.C.

ATTORNEY FOR PLAINTIFF

MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
LOUIS A. SIMONI, ESQUIRE - ID #200869
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400 pleadings@udren.com

Wells Fargo Bank National
Association, as Trustee for
First Franklin Mortgage Loan
Trust 2004-FF5 by: Saxon
Mortgage Services, Inc. as its
attorney-in-fact

Plaintiff

v.

Edward Holden

Defendant

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 07-2048-CD

FILED ICC & COA
m/a:454m of disc
MAR 24 2008 issued to
Atty.

William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE TO DISCONTINUE WITHOUT PREJUDICE

TO THE PROTHONOTARY:

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

DATED: March 11, 2008

UDREN LAW OFFICES, P.C.

BY: 

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE
LOUIS A. SIMONI, ESQUIRE

FILED

MAR 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Wells Fargo Bank National Association
First Franklin Mortgage Loan Trust 2004-FF5
Saxon Mortgage Services Inc.

Vs.
Edward Holden

No. 2007-02048-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 24, 2008, marked:

Discontinued without prejudice

Record costs in the sum of \$92.00 have been paid in full by Chandra M. Arkema Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 24th day of March A.D. 2008.



William A. Shaw, Prothonotary

LM

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **103545**

WELLS FARGO BANK NATIONAL ASSOCIATION, As Trustee

Case # 07-2048-CD

vs.

EDWARD HOLDEN

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

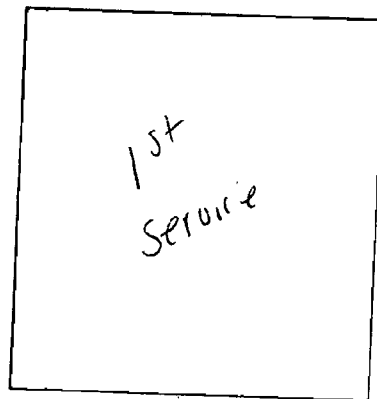
NOW April 25, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED TIME EXPIRED" AS TO EDWARD HOLDEN, DEFENDANT. SEVERAL ATTEMPTS, NOT HOME

DEPUTY STATED THAT DEFENDANT WORKS OUT OF TOWN DURING THE WEEK.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	UDREN	103627	10.00
SHERIFF HAWKINS	UDREN	103627	68.54



FILED

03:05 PM
APR 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins
Sheriff

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

ATTORNEY FOR PLAINTIFF

WE HEREBY CERTIFY THE
WITHIN TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL

Wells Fargo Bank National
Association, as Trustee for First
Franklin Mortgage Loan Trust
2004-PF5 by: Saxon Mortgage
Services, Inc. as its attorney-
in-fact

4708 Mercantile Drive
Ft. Worth, TX 76137

Plaintiff

v.

Edward Holden
177 Wayne Lane
Houtzdale, PA 16651

Defendant(s)

COURT OF COMMON PLEAS
CIVIL DIVISION

Clearfield County

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

DEC 17 2007

NO. 07-2048-CD

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

COMPLAINT IN MORTGAGE FORECLOSURE

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

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

LAWYERS REFERRAL SERVICE
David S. Meholick
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641 x 5982

AVISO

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

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

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

NOTICE

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

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

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

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

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

Assignor: First Franklin Financial Corp., a subsidiary of National City Bank of Indiana

Assignments of Record to: Wells Fargo Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2004-FF5 by: Saxon Mortgage Services, Inc. as its attorney-in-fact

Recording Date: **LODGED FOR RECORDING**

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

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

The information regarding the Mortgage being foreclosed is as follows:

MORTGAGED PREMISES: 177 Wayne Lane

MUNICIPALITY/TOWNSHIP/BOROUGH: Woodward Township

COUNTY: Clearfield

DATE EXECUTED: 4/27/04

DATE RECORDED: 10/8/04 INSTRUMENT NO: 200416533

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

4. Said Mortgage is in default because the required payments have not been made as set forth below, and by its terms, upon breach and failure to cure said breach after notice, all sums secured by said Mortgage, together with other charges authorized by said Mortgage itemized below, shall be immediately due.

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

refuses to comply with the terms of the Mortgage as follows:

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

6. The following amounts are due on the said Mortgage as of 12/5/07

Principal of debt due	\$57,349.54
Unpaid Interest at 8.625% from 8/1/07 to 12/5/07 (the per diem interest accruing on this debt is \$13.55 and that sum should be added each day after 12/5/07)	1,703.01
Title Report	325.00
Court Costs (anticipated, excluding Sheriff's Sale costs)	280.00
Late Charges (monthly late charge of \$23.02 should be added in accordance with the terms of the note each month after 12/5/07)	184.16
Fees	414.00
Unapplied Funds	(287.59)
Attorneys Fees (anticipated and actual to 5% of principal)	<u>2,867.48</u>
TOTAL	\$62,835.60

7. The attorney's fee set forth above are in conformity with the mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable.

8. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 of 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been

sent to each defendant, via certified and regular mail, in accordance with the requirements of those acts, on the date appearing on the copy attached hereto as Exhibit "A", and made part hereof, and defendant(s) have failed to proceed within the time limits, or have been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant(s) eligibility.

WHEREFORE, the Plaintiff demands judgment, in rem, against the Defendant(s) herein in the sum of \$62,835.60 plus interest, costs and attorneys fees as more fully set forth in the Complaint, and for foreclosure and sale of the Mortgaged premises.

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN TOWNSHIP OF WOODWARD, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200416532, ID# 130-M15-000-00017 AND ID# 130-M15-000-00064, BEING KNOWN AND DESIGNATED AS ALL THOSE CERTAIN PIECES, PARCELS, OR LOTS OF LAND SITUATE, LYING, AND BEING IN THE TOWNSHIP OF WOODWARD, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

THE FIRST THEREOF:

BEGINNING AT A STAKE 33 FEET FROM THE CENTER LINE OF THE MOSHANNON AND CLEARFIELD RAILROAD, BEARING NORTH 64 DEGREES EAST 200 FEET FROM THE NORTHEAST CORNER OF RAILROAD AVENUE AND IRONWOOD STREET; THENCE BY SAID AVENUE, NORTH 64 DEGREES EAST 100 FEET TO LOT NO. 10; THENCE THEREBY NORTH 2620 WEST 256.3 FEET TO RIGHT OF WAY OF BRANCH RAILROAD TO WOODWARD COLLIERY; THENCE THEREBY THE CENTER OF WHITESIDE RUN; THENCE MEANDERING THE SAME 100 FEET, MORE OR LESS, TO LOT NO. 12; THENCE THEREBY SOUTH 26 DEGREES EAST 394.2 FEET TO THE PLACE OF BEGINNING.

EXCEPTING AND RESERVING ALL THE COAL, FIRE CLAY, IRON AND OTHER MINERALS AND ALL SPRINGS AND STREAMS, TOGETHER WITH MINING RIGHTS AND RIGHT TO DIVERT, USE OF PIPE WATERS AS SET FORTH IN GRANTORS' CHAIN OF TITLE.

THE SECOND THEREOF:

BEGINNING AT A STAKE AT THE SOUTHEASTERLY CORNER OF LOT NO. 11 OF WOODWARD VILLAGE, CONVEYED TO GEORGE STEIN BY DEED DATED MAY 6TH, 1897; THENCE THEREBY NORTH 26 DEGREES, 00 MINUTES WEST 256.3 FEET TO A STAKE ON THE SOUTHERLY BANK OF WHITESIDE RUN; THENCE THEREBY IN A SOUTHEASTERLY DIRECTION DISTANCE OF 15 FEET TO A STAKE IN THE SOUTHERLY RIGHT OF WAY LINE OF OLD WOODWARD SIDING; THENCE THEREBY A CURVE TO THE RIGHT OF THE RADIUS OF WHICH IS 610 FEET IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 380 FEET TO A STAKE IN THE RIGHT OF WAY LINE OF THE MOSHANNON AND CLEARFIELD BRANCH OF THE PENNSYLVANIA RAILROAD AND THENCE THEREBY PARALLEL TO A AND 33 FEET DISTANT FROM THE CENTER LINE THEREOF SOUTH 64 DEGREES, 00 MINUTES WEST 290 FEET TO THE PLACE OF BEGINNING.

CONTAINING 82/100 OF AN ACRE AND BEING PART OF THE THOMAS EDMONDSON TRACT. ALL COURSES ACCORDING TO MAGNETIC MERIDIAN OF 1891.

BEING KNOWN AS PARCEL NUMBERS 130-M15-17 & 130-M15-64

DEED FROM KELLY M. TOMCHICK AS SET FORTH IN DEED INST #, 200416532 DATED 04/27/2004 AND RECORDED 10/08/2004, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

October 8, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Edward Holden
PROPERTY ADDRESS: 177 Wayne Lane
Houtzadale, PA 16651
LOAN ACCT. NO.: 1044263163
ORIGINAL LENDER: First Franklin Financial Corporation
CURRENT LENDER: Wells Fargo Bank Minnesota

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

177 Wayne Lane
Houtzadale, PA 16651

IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$460.46 for May 1, 2007 through October 1, 2007 = \$2762.76

Monthly Late Charges of \$23.02 for May 1, 2007 through September 1, 2007 = \$115.10

Other charges (explain/itemize): Other=\$75.00
Uncollected Late Charge=\$23.02
NSF=\$20.00
Property Inspection=\$38.00
Expense Advance=\$85.00
Unapplied Funds=(\$439.54)

TOTAL AMOUNT PAST DUE: \$2679.34

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

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2679.34, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender/Service:	<u>Saxon Mortgage Inc.</u>
Address:	<u>4708 Mercantile Drive North</u> <u>Fort Worth, TX 76137</u>
Phone Number:	<u>1-888-325-3502</u>
Fax Number:	<u>1-871-665-7613</u>
Contact Person:	<u>Loss Mitigation</u> <u>lossmit@saxonmsi.com</u>

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

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

NOTICE

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

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

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

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

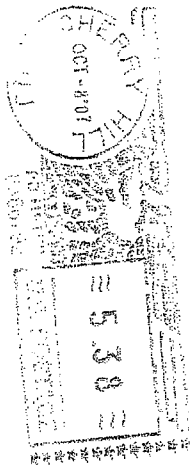
CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona PA 16602
(814) 944-8100
FAX (814) 944-5747

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

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

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

0992 2910 1000 054E 9002



Edward Holden
177 Wayne Lane
Houtzdale, PA 16651

0609006 Ref DT

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:

Edward Holden
177 Wayne Lane
Holtzdale, PA 16851

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number
(Transfer from service label)

7006 3450 0001 0187 2860

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-1A-1540

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

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

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema

Attorneys for Plaintiff

MARK J. UDREN, ESQUIRE

STUART WINNEG, ESQUIRE

LORRAINE DOYLE, ESQUIRE

ALAN M. MINATO, ESQUIRE

CHANDRA M. ARKEMA, ESQUIRE

FILED

APR 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

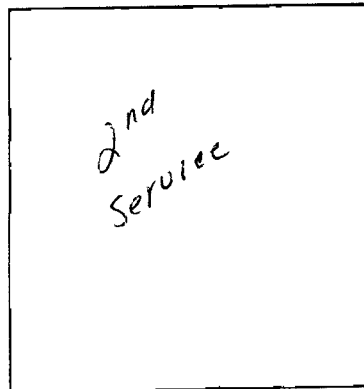
DOCKET # 103778
NO: 07-2048-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

PLAINTIFF: WELLS FARGO BANK NATIONAL ASSOCIATION, as trustee
vs.
DEFENDANT: EDWARD HOLDEN

SHERIFF RETURN

NOW, March 03, 2008 AT 10:27 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR EDWARD HOLDEN AT 177 WAYNE LANE, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: DAVIS / MORGILLO



FILED

03:05 Lm
APR 25 2008

A circular ink stamp containing the handwritten initials "WAS".

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103778
NO: 07-2048-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WELLS FARGO BANK NATIONAL ASSOCIATION, as trustee
vs.
DEFENDANT: EDWARD HOLDEN

SHERIFF RETURN

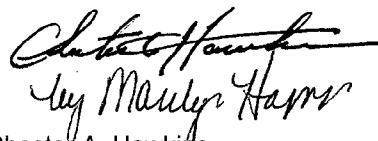
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	UDREN	107625	10.00
SHERIFF HAWKINS	UDREN	107625	27.18

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

FILED

APR 25 2008

William A. Shaw
Prothonotary/Clerk of Courts