

07-2115-CD

HSBC Bank vs Grace I. Kelly al

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPHER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447

DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747

LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337

ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 07-30449

HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SN1, Asset Backed Pass-Through Certificates

PLAINTIFF

VS.

Grace I. Kelly aka Grace I. Rowles  
413 Berwind Street  
Irvington, PA 16656  
DEFENDANT(S)

**FILED**

DEC 27 2007

12:00 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 Cents. To Shpp

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2007-2115-CV

**COMPLAINT - CIVIL ACTION**  
**MORTGAGE FORECLOSURE**

**NOTICE**

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

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

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

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

## NOTICIA

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

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

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HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SN1, Asset Backed Pass-Through Certificates

PLAINTIFF

VS.

Grace I. Kelly aka Grace I. Rowles  
413 Berwind Street  
Irvington, PA 16656

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

**COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SN1, Asset Backed Pass-Through Certificates, the address of which is, 12650 Ingenuity Drive Orlando, Florida 32826, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:

Mortgagee: National City Bank

Mortgagor(s): Grace I. Rowles n/k/a Grace I. Kelly and Francis J. Kelly

(b) Date of Mortgage: March 16, 2000

(c) Place and Date of Record of Mortgage:

Recorder of Deeds

Clearfield County

Instrument # 200003630

Date: March 17, 2000

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

(d) Assignments:

Assignor: National City Bank

Assignee: HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SN1, Asset Backed Pass-Through Certificates

Date of Assignment: As Recorded

Recording Date: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 20865 Shawville Croft Aka Rd 2 Box 197, Clearfield, Pa 16830 and is more specifically described as attached as part of Exhibit "A":
4. Each Mortgagor named in paragraph 1 executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached and marked as Exhibit "B."
5. The name and mailing address of each Defendant is:  
Grace I. Kelly aka Grace I. Rowles, 413 Berwind, Irvona, PA 16656
6. The interest of each individual Defendant is as Mortgagor, Real Owner, or both. And the said Francis J. Kelly died on or about November 9, 2001 thereby vesting title solely in Grace I. Kelly aka Grace I. Rowles his wife by right of survivorship.
7. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of July 5, 2007 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

8. The following amounts are due as of December 20, 2007:

Principal of Mortgage debt due and unpaid	\$13,346.13
Interest currently due and owing at 13.25% per annum calculated from June 5, 2007 at \$4.84 each day	\$963.16
Late Charge of \$40.00 per month assessed on the 16th of each month from July 20, 2007 to December 20, 2007, (6 Months)	\$240.00
Suspense/Unapplied Balance	(\$2.44)
Accrued Late Charges	\$40.00
Appraisal Fees	\$111.00
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1,500.00
<b><u>TOTAL</u></b>	<b>\$16,447.85</b>

9. Interest accrues at a per diem rate of 4.84 each day after December 20, 2007, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.

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

11. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "C".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant, in the amount set forth in paragraphs 8 and 9, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: 12/21/07

BY: Shapiro & Kreisman  
Attorneys for Plaintiff

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

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
20000363D  
RECORDED ON  
Mar 17, 2000  
1:40:31 PM  
*TC for Jan*

## National City.

## Mortgage

THIS MORTGAGE is made on 03/16/2000, between GRACE I. ROWES N/K/A GRACE I. KELLY & FRANCIS J. KELLY  
H/W

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

WHEREAS, FRANCIS J. KELLY SR. GRACE I. KELLY (hereinafter, whether one or more, called the "Borrower"), is (are) indebted to Lender in the principal sum of Seventeen Thousand One Hundred Six and 50/100 Dollars (\$ 17,106.50) evidenced by a note (the "Note") dated 03/16/2000;

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

RD2 BOX 197 GOSHEN CLEARFIELD PA 168300000 CLEARFIELD  
Street Township/City/Municipality/Borough County

Commonwealth of Pennsylvania (the "Property"), which was conveyed to Owner by Deed dated 09/27/1969, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 553, Page 626, Tax Parcel Number (or other Uniform Parcel Identifier, if any) 115-006-584-12, as the Property is therein described and,  if this box is checked, as the Property is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

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

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

OWNER represents, warrants, covenants, and agrees that:

1. Borrower shall promptly pay to Lender interest, principal and other sums due under the Note, in accordance with the terms of the Note.
2. Owner will keep and perform all the covenants and agreements contained herein.
3. Owner warrants and represents to Lender that: Owner is the sole owner of the Property; has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Owner will defend the title to the Property against all claims and demands except encumbrances now recorded.
4. Owner will pay when due all taxes, assessments, levies, and other charges on or against the Property which will attain priority over this Mortgage. At Lender's request, Owner shall deliver written evidence of all such payments to Lender.
5. Owner will not sell, enter into an installment sale contract for the sale of, lease, give, transfer, or encumber the Property or any right or interest in the Property, in whole or in part, without Lender's prior written permission.
6. Owner shall keep the Property in good repair, excepting only reasonable wear and tear. Owner will comply with all laws respecting ownership and use of the Property. Owner will permit Lender's authorized representatives to enter upon the Property at any reasonable time for the purpose of inspecting the condition of the Property. Without the written consent of Lender, Owner will not permit removal or demolition of improvements now or hereafter erected on the Property, nor will Owner permit waste of the Property or alteration of improvements now or hereafter erected on the Property which would adversely affect its market value as determined by Lender.

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

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

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

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

46/959

(Rev. 11/89) 0220P

Exhibit "A"

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF GOSHEN IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 09/27/1969 AND RECORDED 09/29/1969, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 553 AND PAGE 696.

ADDRESS: RD 2 BOX 197; CLEARFIELD, PA 16830 TAX MAP OR  
PARCEL ID NO.: 115-N06-584-12 →

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

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

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

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

13. Owner will be in default under this Mortgage: in the event of any breach of any warranty, covenant, or agreement contained in this Mortgage; or if any representation or warranty contained herein proves to be false or misleading; or in the event of any default under the terms of the Note or

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

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

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

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

17. The covenants, conditions, and agreements contained herein shall bind the Owner's heirs, personal representatives and successors and, subject to Paragraph 6, any person to whom the Property is transferred. The rights and privileges contained herein shall inure to the Lender's successors and assigns. Lender can sell, transfer or assign this Mortgage without Owner's consent.

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

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

20. Owner's obligations under paragraphs, 4, 7, 8, 9 and 13 shall survive any judgment in mortgage foreclosure.  
21. Any Owner who signs this Mortgage but does not sign the Note does so only to mortgage Owner's interest in the property to secure payment and performance of the Note and Owner does not agree to be personally liable on the Note.  
22. This Mortgage is governed by the laws of Ohio, except to the extent otherwise required by the laws of Pennsylvania, and applicable federal law.

100 1000

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY )  
SS

On March 16, 2000, before me, the undersigned officer (who certifies that he/she is not an officer or director of National City Bank), personally appeared GRACE J. ROWLES N/K/A GRACE J. KELLY & FRANCIS KELLY (or satisfactorily proven to be the persons) whose name(s) is (are) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and affix my seal:

M. S. J. J. S. S.

Notarial Seal  
Carrie A. Kozlowski, Notary Public  
Ross Twp., Allegheny County  
My Commission Expires Sept. 8, 2003

Car.

## Association of Notaries

Joe Meliton, 100 bushy brook, *Joe Meliton's* residence is 6750 Miller Road, Berea, Ohio 44017.

~~Accepted Name~~

12 12/20/2009 10:30:00



**FIXED RATE CONSUMER NOTE AND SECURITY AGREEMENT -  
MULTI-STATE BRANCH**

National City Complete Loan is a registered trademark of National City Corporation.

Date 03/16/2000

1. DEBTOR(S) FRANCIS J KELLY SR GRACE I KELLY  
 Address RD2 BOX 197  
CLEARFIELD PA 168300000

2. **DEFINITIONS AND GENERAL TERMS.** "You" or "your" means the undersigned Debtor. "We", "our" or "us" means National City Bank, 6780 Miller Road, Brecksville, Ohio 44141; and its successors and assigns. "Note" means this promissory note and security agreement and all related attachments and addenda. "Loan" means the loan evidenced by this Note. "Property" means the goods or real estate securing the payment of this Note described in Section 4. "Additional Products" means additional products and services purchased with this Loan including, without limitation, credit insurance policies and GAP waiver (debt cancellation) agreement. "Improvements" means materials delivered and improvements made which are purchased with this Loan and made to property owned by you. "Disclosure Statement" means the separate federal truth-in-lending disclosure statement of even date provided to you, the terms of which are incorporated by reference in this Note. Disclosures in the Disclosure Statement are contract terms. You agree that we are making this Loan directly to you. The Section headings of this Note are a table of contents and not contract terms.

3. **PROMISSORY NOTE.** For value received, you, intending to be legally bound, jointly and severally promise to pay to our order the principal sum of \$17,106.50, which includes a prepaid finance charge of \$ 937.00, plus interest on the principal sum outstanding and other sums owed under this Note at the per annum rate of 13.250%, payable as described in the payment schedule in the Disclosure Statement. You agree that all past due and unpaid charges owed after the date of this Note, including past due interest, may be capitalized and earn interest by adding them to the principal balance of this Note. Interest will be computed on a simple interest basis based upon a 365-day year, but calculated on actual days. Accordingly, your payment history could affect the amount you will pay under this Note.

4. **PROPERTY (for watercraft include summer and winter anchorage/storage):** RD2 BOX 197, RT 879, CLEARFIELD, PA 16830

YEAR, MAKE & MODEL	NEW OR USED	MFR'S SERIAL NUMBER (VIN)

5. **LOAN USE.** You represent to us that the proceeds of this Loan will be used as follows:  
 BILL CONSOLIDATION (HMDS)

6. **DISBURSEMENT OF PROCEEDS.** You authorize us to disburse all proceeds of this Loan as indicated in the itemization of the Amount Financed in the Disclosure Statement.

7. **LATE CHARGE; RETURNED INSTRUMENT CHARGE; DEFERRAL CHARGE; DOCUMENT REQUEST CHARGE.** If all or any portion of any monthly payment is not received within 10 days after it is due and we do not accelerate the entire balance owing under this Note, you agree to pay a late charge. This late charge will be the greater of 10% of the unpaid monthly payment or \$40. If any check, draft, negotiable order of withdrawal, or other similar instrument is returned to us unpaid for any reason, you agree to pay a returned instrument charge. This returned instrument charge will be \$25. If we, in our sole discretion, permit you to defer any payment(s) you agree to pay a deferral charge for each payment deferred. We will continue to earn interest on the unpaid principal balance, and any deferral will not result in an extension of the period covered by any Additional Products. If you request copies of any documents related to this Loan, you agree to pay a document request charge. This document request charge will be \$6 per copy where permitted by law. We will not charge you for documents we are required to provide you by law.

8. **INSURANCE.** You are required to insure the Property until this Loan is paid in full or we sell the Property. You have the risk of loss of the Property and will be responsible for its loss or damage. We require VSI for the term of this Note if it is indicated in the Disclosure Statement. You agree to obtain primary insurance coverage from any insurer you want that is acceptable to us in the following types and amounts with us listed as loss payee: (a) if the Property is other than real property, insurance must consist of theft, collision and comprehensive with no more than \$1,000 deductible. If the Property is watercraft, insurance must additionally include water and weather conditions coverage with no more than \$1,000 deductible; (b) if the Property is real property, insurance must consist of fire, "all risk" perils and flood insurance required by law; and (c) all other insurance required by applicable law. All insurance must be for an amount at least equal to the outstanding indebtedness of this Note or the replacement cost of the Property, whichever is less. All insurance proceeds we receive (including a refund of premium) may at our option reduce the indebtedness of this Note or be used to repair or replace the Property. If the Property is lost, stolen or destroyed, you must still pay us whatever you owe under this Note. If you fail to maintain the required insurance, we may at our sole option obtain coverage at your expense which we believe are necessary to protect our interests in the Property. You agree to pay the expense of such insurance on demand or agree that we may add such expense to this Loan. You acknowledge that insurance we purchase may cost substantially more than insurance you could purchase. Failure of your insurer to pay a claim, or any part of a claim, will mean you do not have the insurance required by this Note. You also assign to us any other insurance proceeds related to the Note or our interest in the Property. You must promptly provide us with evidence of insurance upon our request, and all policies must provide us with a minimum of 10 days prior notice of cancellation or material change in coverage. Our mailing address for purposes of this Section is: P.O. Box 91598, Cleveland, OH 44101-0351. You irrevocably authorize us as your agent and on your behalf, which authorization will survive your incompetence, to negotiate, settle and release any claim under your insurance or under any insurance with a third party insurer related to the Property, and to receive and sign all related papers and documents on your behalf including, checks, drafts and other items payable to you. **NO PHYSICAL DAMAGE OR LIABILITY INSURANCE FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS INCLUDED IN THIS LOAN. VSI WILL PROTECT ONLY OUR INTERESTS.**

9. **PREPAYMENT.** You may voluntarily prepay the principal sum of this Note in part at any time. If you voluntarily prepay the principal sum of this Note in full, you agree to pay a voluntary prepayment charge. This voluntary prepayment charge will be equal to the greater of 1% of the principal balance at the time of prepayment or \$30 plus the remainder of any unearned portion of the prepaid finance charge described in Section 3. If the Property is real property you will be only be charged this voluntary prepayment charge during the first 60 months of this Note. If we accelerate the entire balance owing under this Note due to your default, you agree to pay an involuntary prepayment charge. This involuntary prepayment charge will be equal to \$150. You authorize us to apply all prepaid sums to the indebtedness of this Note in any manner we elect.

10. **SECURITY AGREEMENT.** To the extent permitted by law you grant us a security interest and waive all applicable property exemptions and homestead rights in the following property to secure performance of your obligations under this Note and (except for the Property if it is a principal residence) your obligations under any other agreement with us or our affiliates: (a) the Property including all equipment, parts, accessories and personal property which is an accession of the Property except "household goods" as defined by 12 C.F.R. 227.12(d) unless purchased with the proceeds of this Loan. If we have a prior lien on your principal residence as security for future obligations, we waive such security as to this Note only; (b) proceeds and unearned premiums of any Property insurance; (c) proceeds and unearned premiums and refunds of any Additional Products; (d) all of your deposit accounts with us or our affiliates (except individual retirement accounts); and (e) substitutions, replacements, products and proceeds of the foregoing. Our security

*Exhibit "B"*

Interest will be a purchase money security interest if any of the foregoing are purchased with the proceeds of this Loan. You agree that we are not a fiduciary with respect to our security interest. You further agree that we may at any time apply proceeds and unearned premiums and refunds of any Property Insurance and Additional Products to reduce the indebtedness of this Note, even if you are not in default. Upon our request, you will deliver the certificate of title or any other documents that are necessary for us to perfect our security interest. You will defend at your expense our security interest in the Property. To the extent permitted by law, you agree to pay all actual costs imposed to release our interests in the Property.

**11. PROPERTY MAINTENANCE AND USE.** You will keep the Property properly licensed and registered at all times until this Loan ends. You must title and register the Property within 15 days of this Note at your cost. If the Property is watercraft you will only use it as a recreational vessel and will follow our written instructions regarding registration with the Coast Guard. You will promptly pay all fees, fines, tickets and taxes related to this Loan and the Property. You will maintain the Property in good condition except for ordinary wear and tear, and keep it free from all liens, encumbrances, fines and adverse claims. You will service the Property at your own expense, follow the owner's manual and maintenance schedule and make all needed repairs. You will not make any changes to the Property that will decrease its value, decrease its functionality or (if the Property is not real property) allow it to become a fixture without our prior written consent. If the Property is recalled, you will have the recall services performed. The Property must be able to pass any required inspection. You will permit us to inspect the Property at a place designated by us which is reasonably convenient. If you do not do any of the foregoing, we may do so at our sole option and add the costs to this Loan or require you to provide us with additional collateral. If the Property has an odometer you agree to certify to us in writing the accurate odometer reading upon our request, to immediately notify us if the odometer malfunctions and to have the defective odometer repaired or replaced at your expense. You will not use, or permit others to use, the Property: (a) in violation of any law; (b) contrary to the provisions of any insurance policies covering the Property or in a manner that would invalidate any warranty; (c) outside the United States without our prior written consent; (d) outside the state where first titled or registered (or from the location given in Section 4 or in your application if it is watercraft) for more than 30 days without our prior written consent. If we consent to such use of the Property, you will pay for all fees and costs associated with said use including all fees for new title, license, registration requirements, perfection of our security interest and a \$20 administration fee where permitted by law; (e) as a private or public carrier; (f) for any business, commercial or agricultural purpose unless this Loan is explicitly for such a purpose; or (g) unless such others were listed on your Loan application as a driver, or we consent to their use in writing.

**12. DEFAULT AND REMEDIES.** You will be in default under this Note if: (a) you fail to make any payment or pay other amount owing under this Note when due; (b) you fail to keep any of your agreements under this Note or under any other agreement with us or our affiliates; (c) a bankruptcy petition is filed by or against you; (d) you have provided false or misleading information to us; (e) you die or are declared incompetent or incapacitated; (f) the Property or any other property for which we or our affiliates possess a security interest is lost, stolen, destroyed, determined by us to be uninsurable for use, seized, impounded or threatened with, or subject to, levy, attachment, condemnation, forfeiture or other administrative or judicial proceedings; (g) a judgment is rendered against you in a court or arbitration proceeding; or (h) you do not pay any of your debts as they come due. If you are in default, in addition to any other rights and remedies we have under law and subject to any right you may have to cure your default, we may do any of the following: (a) accelerate the entire balance owing under this Note without demand or notice, unless otherwise required by law, which entire balance will be immediately due and payable. You will pay us interest on this balance at the rate of 25% per annum at acceleration even after any judgment; (b) demand that you vacate and assemble the Property and make it available to us at a time and place designated by us which is reasonably convenient. You agree to comply with such demand; (c) repossess the Property without demand or notice, unless otherwise required by law. We may enter the premises where the Property is located (including a marine) and repossess it without a breach of the peace. We may use the Property's license plates to transport the Property to a storage facility. Thereafter, we may sell, lease, or otherwise dispose of the Property. Our disposal of the Property will not release you from any of your obligations and you will pay us any balance owing under this Note; (d) recover all expenses related to resealing, holding, preparing for sale and selling the Property and reasonable collection costs, attorneys' fees and legal expenses as permitted by 11 U.S.C. 506 and applicable state law; (e) cancel any Additional Products and apply any unearned premiums or refunds to the amount you owe under this Note; and/or (f) setoff any of your deposit accounts with us or our affiliates (except individual retirement accounts) without demand or notice.

**13. ADDITIONAL PRODUCTS.** In connection with this Loan, you may purchase Additional Products. If you purchased any Additional Products their costs and terms are described in the Disclosure Statement, and their costs have been included in the Amount Financed of this Loan. These Additional Products are not required to enter into this Loan and will not be provided unless you have agreed to pay the additional cost indicated in the Disclosure Statement. You may purchase these Additional Products from any party you want that is acceptable to us. If you elect to purchase Additional Products you agree that with respect to these Additional Products: (a) they are subject to any limitations and conditions contained in their documentation which you have read; (b) a copy of their documentation will be sent to you as soon as practicable; and (c) you still must maintain all insurance required by this Note. We may be retaining a portion of the amounts paid for any Additional Products purchased with this Loan.

**14. PROPERTY CONDITION AND IMPROVEMENTS.** You agree that with respect to any Property and/or Improvements: (a) you have selected, accepted and taken delivery of them for all purposes of this Note; (b) they are free from all material defects, in proper operating order and fit for all intended purposes; (c) that our making this Loan was based in part upon the value and condition of them as represented by you; (d) we are only financing your purchase and did not directly or indirectly offer, sell or provide them to you; (e) we are not a seller, supplier, merchant or warrantor; and (f) we assume no responsibility for the completion of any Improvements, your relationship with any contractors, subcontractors or materialmen, for the architecture or structural soundness of the Improvements or for the approval of any plans and specifications in connection with the Improvements or for the Improvements as finally completed. Accordingly, except for specific rights afforded by state law, any claims relating to the Property and/or Improvements, including any defect or warranty related to them are not our responsibility.

**15. ADDITIONAL AGREEMENTS.** You agree that: (a) you may not sell or assign this Note, the Property or any of its benefits or obligations without our prior written consent. We own this Note and may assign this Note or any of its benefits or obligations at any time without your consent; (b) this Note is between you and us and except for successors or assigns as provided by this Note, this Note will not confer any rights upon any third party; (c) our rights and remedies in this Note are not exclusive; (d) we may waive or delay the enforcement of our rights under this Note without waiving or otherwise affecting such rights; (e) the provisions of this Note are only to the extent permitted by applicable law. Any part of this Note which cannot be enforced will be void, but the remaining parts will remain in effect; (f) you waive notice of dishonor, protest, presentment, demand for payment (subject to any right you may have to cure your default), waiver, delay and all other notices or demands in connection with this Note; (g) you waive all defenses relating to impairment of recourse of collateral, and we can change any term of this Note, release any collateral or release any obligor by agreeing with any one party without notifying or releasing any other party; (h) we can correct errors in this Note as provided in 15 U.S.C. 1640 upon notice to you even if they are contract terms and you agree to be bound by such corrections. Upon our request, you will promptly re-execute this Note to correct errors in the Note. You can change any term of this Note only in a writing signed by us; (i) your application for this Loan, our decision to make this Loan and the disbursement of all proceeds were made in Ohio. The provisions of this Note will be governed by federal and Ohio laws without regard to conflict of law principles; (j) this Note describes all agreements between you and us with respect to the Loan and there are no other agreements. A photocopy or other image of this Note may be used in place of the original for all purposes; (k) except as otherwise required by law, we are authorized to mail any notices or other correspondence to you by first class mail to your last known address indicated on our records; (l) you will provide us with 10 days prior written notice of any change in any information contained in your application including a change in your name, address or location of the Property. Except as otherwise specified, all notices and payments to us must be sent to P.O. Box 5700, Cleveland, OH 44101-0570, or such other place as we may designate. Our failure or delay in providing you coupon books, billing statements or other payment instructions will not relieve you of your obligations under this Note;

including acceptance of late or partial payments, payments marked "paid in full", "without recourse" or with similar words; (m) all payments must be in lawful money of the United States; (n) if you are a natural person you are competent to enter into this Note and if you are other than a natural person, the person signing on behalf of you represents that they are authorized to enter into and execute this Note; (o) we will not be responsible for any personal items in or on repossessed Property including any license plates. We will make a reasonable effort to return such items to you or have you reclaim them from us provided you notify us within 5 business days of the repossession and itemize such items. Even if you notify us, you abandon to us any personal items not reclaimed from us within 10 business days of the repossession; (p) we can delay enforcing any of our rights without losing them; (q) our application of your payments or other proceeds will be deemed reasonable unless another method is required by law, in which case that method will be deemed reasonable; (r) this Note will be binding and inure to the benefit of you and us and our respective successors and assigns; (s) you waive any rights to confidentiality and authorize us to obtain any information about you held by the bureau of motor vehicles or similar entity; (t) we and our affiliates may share all information about you obtained for, among other things, the purposes of evaluating credit applications or offering you products or services we believe may be of interest to you. Under the Fair Credit Reporting Act there is certain credit information that cannot be shared if you tell us by writing to us at P.O. Box 94985, Cleveland, OH 44101-4985 including your name, address, account number and social security number; (u) we are authorized to sign on your behalf any document required to enforce our interests under this Note; (v) disclosures included in this Note but not required by law are not an admission or waiver of rights by us; (w) all actions under this Note requiring our consent are at our sole discretion, and such consent may be withheld for any reason; (x) our typewritten name in Section 2 will constitute our signature for purposes of this Note; (y) we have an established business relationship, we may contact you, such contacts are not unsolicited, we may monitor telephone calls with you to assure quality service and we may contact you with an automated dialing and announcing device; (z) you will pay all amounts indicated in the itemization of the Amount Financed in the Disclosure Statement which will be nonrefundable to the extent permitted by law; and (aa) all amounts owed under this Note shall be without relief from valuation and appraisal laws.

**16. ADDITIONAL NOTICES.** You acknowledge receipt of the following notices before becoming obligated. For purposes of the immediately following Notice to Cosigner, "bank" means us.

#### NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The bank can collect this debt from you without first trying to collect from the borrower (and after proper notice to you if you are a "cosigner" as defined by Illinois or Michigan law). The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages (unless you receive wages in North Carolina, Pennsylvania, South Carolina or Texas) etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

If you sign this Note in California and it is secured by a deed of trust: Lender, may at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property.

If you sign this Note in Florida: You may purchase or provide the required insurance from any insurance provider that is reasonably acceptable to us. Your choice of an insurance provider will not affect the credit decision. We may impose reasonable requirements concerning the extent of coverage and the financial soundness of the insurance provider.

If you sign this Note in Florida and it is secured by collateral: Florida Documentary Stamp Tax in the amount required by law has been paid or will be paid directly to the Department of Revenue, and Florida Documentary Stamps have been placed on the taxable instruments as required by Chapter 201, Florida Statutes.

If you sign this Note in Iowa (this is a consumer credit transaction) or Kansas: NOTICE TO CONSUMER: 1. Do not sign this paper (agreement) before you read it. 2. You are entitled to a copy of this paper (agreement). 3. You may prepay the unpaid balance at any time and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a prepayment penalty.

If you sign this Note in Iowa and the principal amount of this Loan exceeds \$20,000: **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

If you sign this Note in Maryland: We elect Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland only to the extent not inconsistent with 12 U.S.C. §85 and related regulations and opinions and we expressly reserve all rights thereunder.

If you sign this Note in Minnesota: If the amount of this Loan is \$100,000 or more, we elect Minn. Stat. § 334.01 only to the extent not inconsistent with 12 U.S.C. §85 and related regulations and opinions and we expressly reserve all rights thereunder.

If you sign this Note in Missouri: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

If you sign this Note in New Jersey: Where this Note refers to acts or practices that may or will be taken by us unless prohibited by, or unless required by, or subject to, or as permitted by the requirements or restrictions of applicable law, New Jersey law permits or requires the act or practice.

If you sign this Note in New York and it is secured by a mortgage: **YOU SHOULD CHECK WITH YOUR LEGAL ADVISOR AND WITH OTHER MORTGAGE LIEN HOLDERS AS TO WHETHER ANY PRIOR LIENS CONTAIN ACCELERATION CLAUSES WHICH WOULD BE ACTIVATED BY A JUNIOR ENCUMBRANCE.**

**DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.**

If you sign this Note in Oregon: **NOTICE TO THE BORROWER:** Do not sign this loan agreement before you read it. The loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

If you sign this Note in Vermont: **NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

If you sign this Note in Wisconsin: **NOTICE TO CUSTOMER:** (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

**17. SIGNATURES.** YOU HAVE READ AND AGREE TO ALL PROVISIONS OF THIS NOTE INCLUDING THOSE ON PAGES 1 THROUGH 3 AND IN THE DISCLOSURE STATEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE. (1) DO NOT SIGN THIS NOTE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS NOTE BEFORE YOU SIGN IT. BY SIGNING THIS NOTE, YOU ACKNOWLEDGE THAT YOU HAVE READ A COMPLETED COPY OF THIS ENTIRE NOTE BEFORE SIGNING IT ON THE DATE ABOVE. SEE PAGES 1 THROUGH 3 AND THE DISCLOSURE STATEMENT FOR ADDITIONAL IMPORTANT TERMS AND CONDITIONS.

Debtor: FRANCIS J KELLY SR

Type or print name of Debtor

*X Francis J Kelly SR*

Debtor's signature

Debtor: GRACE I KELLY

Type or print name of Debtor

*X Grace I Kelly*

Debtor's signature

Debtor:

Type or print name of Debtor

*X*

Debtor's signature

**FOR MICHIGAN GUARANTORS ONLY:** **Guaranty Agreement.** For value received, you the undersigned guarantors jointly, severally and unconditionally guarantee the payment of all sums owing under this Note when due and the performance by the Debtor of all promises contained in this Note. Upon default, we may proceed against any of you without first proceeding against any Debtor. The liability of each of you will be primary and will not be affected by any settlement, release, extension, renewal or modification of this Note whether or not by operation of law. Each of you voluntarily and knowingly waives all rights to any demands, presentments, notices and defenses of any kind or nature you might have in connection with this Guaranty. Each of you agrees to pay all expenses including reasonable attorneys' fees incurred by us if we have to enforce this Guaranty. Each of you acknowledges that you have read and agree to all terms of this Guaranty, Note and Disclosure Statement prior to signing below.

Guarantor:

Type or print name of Guarantor

*X*

Guarantor's signature

Guarantor:

Type or print name of Guarantor

*X*

Guarantor's signature

\*1999 National City Corporation

Date: 11/16/07

Grace I. Kelly aka Grace I. Rowles  
20865 Shawville Croft aka RD2 Box 197  
Clearfield, PA 16830

7007 0710 0000 8530 7331

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

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

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

This notice explains how the program works.

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

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

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

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

*Exhibit "C"*

HOMEOWNER'S NAME(S): Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claming Right, Title or Interest from or under Francis J. Kelly Sr.aka Francis J. Kelly , deceased and Grace I. Kelly aka Grace I. Rowles  
PROPERTY ADDRESS: 20865 Shawville Croft aka RD 2 Box 197, Clearfield, PA 16830  
LOAN ACCT. NO.: 33748591  
ORIGINAL LENDER: National City Bank  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 07-30449

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at: 20865 Shawville Croft aka RD 2 Box 197, Clearfield, PA 16830

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:

July 5, 2007 to November 5, 2007 @ <u>\$220.45</u>	=	<u>\$1,102.25</u>
Other charges (explain/itemize):		
Late Charges: July 20, 2007 to October 20, 2007 @ <u>\$40.00</u>	=	<u>\$160.00</u>
Pre-Default Late Charges:	=	<u>\$40.00</u>

Suspense Credit to Borrower:	(\$2.44)	
Appraisal Fees:	\$111.00	
<b>TOTAL AMOUNT PAST DUE:</b>	=	<b><u>\$1,410.81</u></b>

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

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**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 \$1,410.89**, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

Phone number: (610) 278-6800

Fax number: (610) 278-9980

Contact person: Ilana Zion, Esquire

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

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

**YOU ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).**

HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County

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

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

CCCS of Western PA  
219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

Indiana Co. Community Action Program  
827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

The NORCAM Group  
4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

Date: 11/16/07

Grace I. Kelly aka Grace I. Rowles  
413 Berwind Street  
Irving, PA 16656

7007 0710 0000 8530 7317

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

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

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

This notice explains how the program works.

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

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

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

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

HOMEOWNER'S NAME(S): Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claming Right, Title or Interest from or under Francis J. Kelly Sr.aka Francis J. Kelly , deceased and Grace I. Kelly aka Grace I. Rowles  
PROPERTY ADDRESS: 20865 Shawville Croft aka RD 2 Box 197, Clearfield, PA 16830  
LOAN ACCT. NO.: 33748591  
ORIGINAL LENDER: National City Bank  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 07-30449

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at: 20865 Shawville Croft aka RD 2 Box 197, Clearfield, PA 16830

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:

July 5, 2007 to November 5, 2007 @ <u>\$220.45</u>	=	<u>\$1,102.25</u>
Other charges (explain/itemize):		
Late Charges: July 20, 2007 to October 20, 2007 @ <u>\$40.00</u>	=	<u>\$160.00</u>
Pre-Default Late Charges:	=	<u>\$40.00</u>

Suspense Credit to Borrower:	(\$2.44)
Appraisal Fees:	\$111.00

<b>TOTAL AMOUNT PAST DUE:</b>	=	<u><b>\$1,410.81</b></u>
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B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

---

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,410.89, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

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

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

Phone number: (610) 278-6800

Fax number: (610) 278-9980

Contact person: Ilana Zion, Esquire

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

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

**YOU ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).**

HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County

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

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

CCCS of Western PA  
219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

Indiana Co. Community Action Program  
827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

The NORCAM Group  
4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

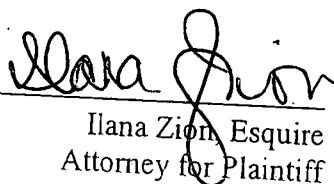
VERIFICATION

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

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

SHAPIRO & KREISMAN, LLC

BY:

  
Ilana Zion, Esquire  
Attorney for Plaintiff

Dated: 12/26/04

SHAPIRO & KREISMAN, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 07-30449

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SN1, Asset Backed Pass-  
Through Certificates  
Ocwen Federal Bank  
c/o Ocwen Federal Bank FSB  
1675 Palm Beach Blvd.  
West Palm Beach, FL 33401

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:2007-2115-CD

PLAINTIFF

VS.

Grace I. Kelly aka Grace I. Rowles  
DEFENDANT(S)

PRAECLYPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

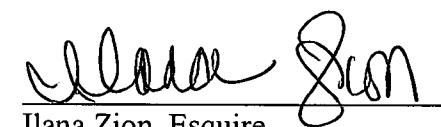
Kindly substitute the attached Verification to the Complaint in the above-captioned civil  
action.

Respectfully Submitted,  
SHAPIRO & KREISMAN

FILED NO CC  
mja:3labd  
JAN 16 2008  
©

William A. Shaw  
Prothonotary/Clerk of Courts

BY:

  
Ilana Zion, Esquire  
Attorneys for Plaintiff

HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SN1, Asset Backed Pass-Through Certificates v. Grace I. Kelly aka Grace I. Rowles

VERIFICATION

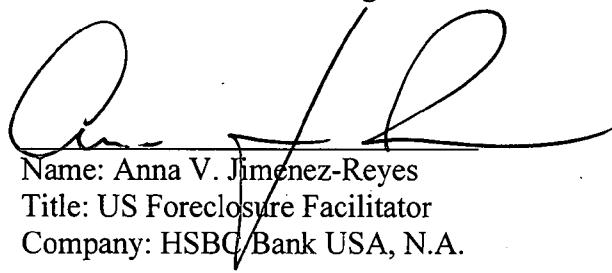
The undersigned is Foreclosure Facilitator of Ocwen Loan Servicing, LLC on behalf of

HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SN1, Asset Backed Pass-Through Certificates and as such is familiar with the records of said corporation, and being authorized to make this verification on behalf of Plaintiff an officer of the corporation and being authorized to make this verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF P.A.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Ocwen Loan Servicing, LLC on behalf of HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SN1, Asset Backed Pass-Through Certificates

Date: 12/27/07



Name: Anna V. Jimenez-Reyes  
Title: US Foreclosure Facilitator  
Company: HSBC Bank USA, N.A.

Loan: 33748591  
07-30449

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103599  
NO: 07-2115-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC Bank USA, N.A.

VS.

DEFENDANT: GRACE I. KELLY aka GRACE I. ROWLES

**SHERIFF RETURN**

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NOW, January 24, 2008 AT 2:36 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON GRACE I. KELLY aka GRACE I. ROWLES DEFENDANT AT 413 BERWIND ST., IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO GRACE KELLY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
03/15 CM  
MAY 05 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **103599**

HSBC Bank USA, N.A.

Case # 07-2115-CD

vs.

GRACE I. KELLY aka GRACE I. ROWLES

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW May 05, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO OCCUPANTS, DEFENDANT. 20865 SHAWVILLE CROFT, CLEARFIELD,PA. "VACAN".

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103599  
NO: 07-2115-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: HSBC Bank USA, N.A.  
vs.  
DEFENDANT: GRACE I. KELLY aka GRACE I. ROWLES

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	302450	20.00
SHERIFF HAWKINS	SHAPIRO	302450	51.27

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff

SHAPIRO & KREISMAN, LLC  
BY: CHRISTOPHER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447  
DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747  
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337  
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 07-30449

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

DEC 27 2007

Attest.

Willie A. Brown  
Prothonotary/  
Clerk of Courts

HSBC Bank USA, N.A., as Trustee on behalf  
of ACE Securities Corp. Home Equity Loan  
Trust and for the registered holders of ACE  
Securities Corp. Home Equity Loan Trust,  
Series 2005-SN1, Asset Backed Pass-  
Through Certificates

PLAINTIFF

VS.

Grace I. Kelly aka Grace I. Rowles  
413 Berwind Street  
Irvona, PA 16656

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2007-2115-CV

**COMPLAINT - CIVIL ACTION**  
**MORTGAGE FORECLOSURE**

**NOTICE**

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

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

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

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

## NOTICIA

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

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE 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.**

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

SHAPIRO & KREISMAN, LLC

BY: CHRISTOPER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447

DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747

LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337

ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 07-30449

HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SN1, Asset Backed Pass-Through Certificates

PLAINTIFF

VS.

Grace I. Kelly aka Grace I. Rowles

413 Berwind Street

Irvona, PA 16656

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

### COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SN1, Asset Backed Pass-Through Certificates, the address of which is, 12650 Ingenuity Drive Orlando, Florida 32826, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:

Mortgagee: National City Bank

Mortgagor(s): Grace I. Rowles n/k/a Grace I. Kelly and Francis J. Kelly

(b) Date of Mortgage: March 16, 2000

(c) Place and Date of Record of Mortgage:

Recorder of Deeds

Clearfield County

Instrument # 200003630

Date: March 17, 2000

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

(d) Assignments:

Assignor: National City Bank

Assignee: HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2005-SN1, Asset Backed Pass-Through Certificates

Date of Assignment: As Recorded

Recording Date: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 20865 Shawville Croft Aka Rd 2 Box 197, Clearfield, Pa 16830 and is more specifically described as attached as part of Exhibit "A":
4. Each Mortgagor named in paragraph 1 executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached and marked as Exhibit "B."
5. The name and mailing address of each Defendant is:  
Grace I. Kelly aka Grace I. Rowles, 413 Berwind, Irvona, PA 16656
6. The interest of each individual Defendant is as Mortgagor, Real Owner, or both. And the said Francis J. Kelly died on or about November 9, 2001 thereby vesting title solely in Grace I. Kelly aka Grace I. Rowles his wife by right of survivorship.
7. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of July 5, 2007 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

8. The following amounts are due as of December 20, 2007:

Principal of Mortgage debt due and unpaid	\$13,346.13
Interest currently due and owing at 13.25% per annum calculated from June 5, 2007 at \$4.84 each day	\$963.16
Late Charge of \$40.00 per month assessed on the 16th of each month from July 20, 2007 to December 20, 2007, (6 Months)	\$240.00
Suspense/Unapplied Balance	(\$2.44)
Accrued Late Charges	\$40.00
Appraisal Fees	\$111.00
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$1,500.00
<b><u>TOTAL</u></b>	<b>\$16,447.85</b>

9. Interest accrues at a per diem rate of 4.84 each day after December 20, 2007, that the debt  
remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other  
expenses, costs and charges collectible under the Note and Mortgage.

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

11. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S.  
§ 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or  
the mortgaged property address by first-class mail and certified mail. Pursuant to the act of  
December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information  
required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and  
separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached  
hereto as Exhibit "C".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in  
favor of Plaintiff and against Defendant, in the amount set forth in paragraphs 8 and 9, together  
with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note  
and Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & KREISMAN, LLC

Date: 12/24/07

BY: Julia S. Lin  
Attorneys for Plaintiff

S & K File No. 07-30449

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

KAREN L. STARR  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

1:40:31 PM  
INSTRUMENT NUMBER  
200003630  
RECORDED ON  
Mar 17, 2000

RECORDED FEES - \$13.00  
RECORDER  
COUNTRY IMPROVEMENT FUND  
RECORDER  
IMPROVEMENT FUND  
STATE WALT TAX  
TOTAL  
\$15.50

## National City.

## Mortgage

THIS MORTGAGE is made on 03/16/2000, between GRACE I. ROWLES N/K/A GRACE I. KELLY & FRANCIS J. KELLY  
H/J

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

WHEREAS, FRANCIS J. KELLY SR. GRACE I. KELLY (hereinafter, whether one or more, called the "Borrower"), is (are) indebted to Lender in the principal sum of Seventeen Thousand One Hundred Six and 50/100  
Dollars (\$ 17,106.50) evidenced by a note (the "Note") dated 03/16/2000;

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

RD2 BOX 197 GOSHEN CLEARFIELD PA 168300000 CLEARFIELD  
Street Township/City/Municipality/Borough County

Commonwealth of Pennsylvania (the "Property"), which was conveyed to Owner by Deed dated 09/27/1969, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 553 Page 696, Tax Parcel Number (or other Uniform Parcel Identifier, if any) 115-H06-584-12, as the Property is therein described and,  if this box is checked, as the Property is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

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

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

OWNER represents, warrants, covenants, and agrees that:

1. Borrower shall promptly pay to Lender interest, principal and other sums due under the Note, in accordance with the terms of the Note.
2. Owner will keep and perform all the covenants and agreements contained herein.
3. Owner warrants and represents to Lender that: Owner is the sole owner of the Property; has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Owner will defend the title to the Property against all claims and demands except encumbrances now recorded.
4. Owner will pay when due all taxes, assessments, levies, and other charges on or against the Property which will attain priority over this Mortgage. At Lender's request, Owner shall deliver written evidence of all such payments to Lender.
5. Owner will not sell, enter into an installment sale contract for the sale of, lease, give, transfer, or encumber the Property or any right or interest in the Property, in whole or in part, without Lender's prior written permission.
6. Owner shall keep the Property in good repair, excepting only reasonable wear and tear. Owner will comply with all laws respecting ownership and use of the Property. Owner will permit Lender's authorized representatives to enter upon the Property at any reasonable time for the purpose of inspecting the condition of the Property. Without the written consent of Lender, Owner will not permit removal or demolition of improvements now or hereafter erected on the Property, nor will Owner permit waste of the Property or alteration of improvements now or hereafter erected on the Property which would adversely effect its market value as determined by Lender.
7. Owner shall keep the Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Lender shall require, in such amounts as Lender shall require. Owner shall purchase flood insurance as and to the extent required by law. Owner may obtain such insurance from any insurer(s) of Owner's choice, provided that said insurer(s) shall be acceptable to Lender. At Lender's request, all insurance policies shall contain loss payable clauses in favor of Lender and Owner shall deliver written evidence of all such insurance to the Lender.
- In the event of loss, Owner shall give prompt notice to the insurer and Lender. Lender at its option may elect to make proof of loss if Owner does not do so promptly, and to take any action it deems necessary to preserve Owner's or Lender's rights under any insurance policy.
- Insurance proceeds shall be applied to restoration or repair of the Property or to reduction of the Indebtedness, as Lender may determine in its sole discretion. Owner hereby appoints Lender, its successors, and assigns as Owner's attorney in fact to endorse Owner's name to any draft or check which may be payable to Owner in order to collect such insurance proceeds. Any balance of insurance proceeds remaining after payment in full of amounts due hereunder shall be paid to Owner.
8. Owner will pay or perform all obligations under any mortgage, lien or security agreement which has priority over this Mortgage.

46/959

(Rev. 11/99) 0220P

Exhibit "A"

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF GOSHEN IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED 09/27/1969 AND RECORDED 09/29/1969, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 553 AND PAGE 696.

ADDRESS: RD 2 BOX 197; CLEARFIELD, PA 16830 TAX MAP OR  
PARCEL ID NO.: 115-N06-584-12 →

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

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

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

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

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

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

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

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

17. The covenants, conditions, and agreements contained herein shall bind the Owner's heirs, personal representatives and successors and, subject to Paragraph 6, any person to whom the Property is transferred. The rights and privileges contained herein shall inure to the Lender's successors and assigns. Lender can sell, transfer or assign this Mortgage without Owner's consent.

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

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

20. Owner's obligations under paragraphs, 4, 7, 8, 9 and 13 shall survive any judgment in mortgage foreclosure.  
21. Any Owner who signs this Mortgage but does not sign the Note does so only to mortgage Owner's interest in the Property to secure payment

22. This Mortgage is governed by the laws of Ohio, except to the extent otherwise required by the laws of Pennsylvania, and applicable federal  
and performance of the Note and Owner does not agree to be personally liable on the Note.

100 UNITARIO DE INGENIERIA - <http://www.udea.edu.co/units/100/> - [www.udea.edu.co/units/100/actualizaciones.html](http://www.udea.edu.co/units/100/actualizaciones.html)

第10章 人物小传

Green & Conner v/K/A Green & Kelly (SEAL)  
v. Finance & Tax Est. & R. (SEAL)

#### ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

On March 16, 2000, before me, the undersigned officer (who certifies that he/she is not an officer or director of National City Bank), personally appeared GRACE I. RONHES N/K/A GRACE I. KELLY & FRANCIS KELLY (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and affixed my seal this 21st day of October, 1985.

#### Map 8: *Widening Function*

Notarial Seal  
Carla A. Kozlowski, Notary Public  
Rose Twp., Allegheny County  
My Commission Expires Sept. 8, 2003

Car.

**SERIAL NUMBER OF NOTARIES**

Joe Melton, 1000 Cherry, *[Signature]* Joe Melton's present residence is 6750 Miller Road, Brecksville, Ohio 44141.

Agent for Mortgage

18 / 1800000000



**FIXED RATE CONSUMER NOTE AND SECURITY AGREEMENT -  
MULTI-STATE BRANCH**

National City Complete Loan is a registered trademark of National City Corporation.

Date 03/16/2000

1. DEBTOR(S) FRANCIS J KELLY SR GRACE I KELLY  
 Address RD2 BOX 197  
CLEARFIELD PA 168300000

2. **DEFINITIONS AND GENERAL TERMS.** "You" or "your" means the undersigned Debtors. "We", "our" or "us" means National City Bank, 6760 Miller Road, Brecksville, Ohio 44141, and its successors and assigns. "Note" means this promissory note and security agreement and all related attachments and addenda. "Loan" means the loan evidenced by this Note. "Property" means the goods or real estate securing the payment of this Note described in Section 4. "Additional Products" means additional products and services purchased with this Loan including, without limitation, credit insurance policies and GAP waiver (debt cancellation) agreement. "Improvements" means materials delivered and improvements made which are purchased with this Loan and made to property owned by you. "Disclosure Statement" means the separate federal truth-in-lending disclosure statement of even date provided to you, the terms of which are incorporated by reference in this Note. Disclosures in the Disclosure Statement are contract terms. You agree that we are making this Loan directly to you. The Section headings of the Note are a table of contents and not contract terms.

3. **PROMISSORY NOTE.** For value received, you, intending to be legally bound, jointly and severally promise to pay to our order the principal sum of \$ 17,106.50, which includes a prepaid finance charge of \$ 937.00, plus interest on the principal sum outstanding and other sums owed under this Note at the per annum rate of 13.25%, payable as described in the payment schedule in the Disclosure Statement. You agree that all past due and unpaid charges owed after the date of this Note, including past due interest, may be capitalized and earn interest by adding them to the principal balance of this Note. Interest will be computed on a simple interest basis based upon a 365-day year, but calculated on actual days. Accordingly, your payment history could effect the amount you will pay under this Note.

4. **PROPERTY (for watercraft include summer and winter anchorage/storage):** RD2 BOX 197, RT 879, CLEARFIELD, PA 16830

YEAR, MAKE & MODEL	NEW OR USED	MPR'S SERIAL NUMBER (VIN)

5. **LOAN USE.** You represent to us that the proceeds of this Loan will be used as follows: BILL CONSOLIDATION (HMDA)

6. **DISBURSEMENT OF PROCEEDS.** You authorize us to disburse all proceeds of this Loan as indicated in the itemization of the Amount Financed in the Disclosure Statement.

7. **LATE CHARGE; RETURNED INSTRUMENT CHARGE; DEFERRAL CHARGE; DOCUMENT REQUEST CHARGE.** If all or any portion of any monthly payment is not received within 10 days after it is due and we do not accelerate the entire balance owing under this Note, you agree to pay a late charge. This late charge will be the greater of 10% of the unpaid monthly payment or \$40. If any check, draft, negotiable order of withdrawal, or other similar instrument is returned to us unpaid for any reason, you agree to pay a returned instrument charge. This returned instrument charge will be \$25. If we, in our sole discretion, permit you to defer any payment(s) you agree to pay a deferral charge for each payment deferred. We will continue to earn interest on the unpaid principal balance, and any deferral will not result in an extension of the period covered by any Additional Products. If you request copies of any documents related to this Loan, you agree to pay a document request charge. This document request charge will be \$8 per copy where permitted by law. We will not charge you for documents we are required to provide you by law.

8. **INSURANCE.** You are required to insure the Property until this Loan is paid in full or we sell the Property. You have the risk of loss of the Property and will be responsible for its loss or damage. We require VSI for the term of this Note if it is indicated in the Disclosure Statement. You agree to obtain primary insurance coverage from any insurer you want that is acceptable to us in the following types and amounts with us listed as loss payee: (a) if the Property is other than real property, insurance must consist of theft, collision and comprehensive with no more than \$1,000 deductible. If the Property is watercraft, insurance must additionally include water and weather conditions coverage with no more than \$1,000 deductible; (b) if the Property is real property, insurance must consist of fire, "all risk" perils and flood insurance required by law; and (c) all other insurance required by applicable law. All insurance must be for an amount at least equal to the outstanding indebtedness of this Note or the replacement cost of the Property, whichever is less. All insurance proceeds we receive (including a refund of premium) may at our option reduce the indebtedness of this Note or be used to repair or replace the Property. If the Property is lost, stolen or destroyed, you must still pay us whatever you owe under this Note. If you fail to maintain the required insurance, we may at our sole option obtain coverages at your expense which we believe are necessary to protect our interests in the Property. You agree to pay the expense of such insurance on demand or agree that we may add such expense to this Loan. You acknowledge that insurance we purchase may cost substantially more than insurance you could purchase. Failure of your insurer to pay a claim, or any part of a claim, will mean you do not have the insurance required by this Note. You also assign to us any other insurance proceeds related to the Note or our interest in the Property. You must promptly provide us with evidence of insurance upon our request, and all policies must provide us with a minimum of 10 days prior notice of cancellation or material change in coverage. Our mailing address for purposes of this Section is: P.O. Box 91598, Cleveland, OH 44101-0361. You irrevocably authorize us as your agent and on your behalf, which authorization will survive your incompetence, to negotiate, settle and release any claim under your insurance or under any insurance with a third party insurer related to the Property, and to receive and sign all related papers and documents on your behalf including, checks, drafts and other items payable to you. NO PHYSICAL DAMAGE OR LIABILITY INSURANCE FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS INCLUDED IN THIS LOAN. VSI WILL PROTECT ONLY OUR INTERESTS.

9. **PREPAYMENT.** You may voluntarily prepay the principal sum of this Note in part at any time. If you voluntarily prepay the principal sum of this Note in full, you agree to pay a voluntary prepayment charge. This voluntary prepayment charge will be equal to the greater of 1% of the principal balance at the time of prepayment or \$30 plus the remainder of any unearned portion of the prepaid finance charge described in Section 3. If the Property is real property you will be only be charged this voluntary prepayment charge during the first 60 months of this Note. If we accelerate the entire balance owing under this Note due to your default, you agree to pay an involuntary prepayment charge. This involuntary prepayment charge will be equal to \$150. You authorize us to apply all prepaid sums to the indebtedness of this Note in any manner we elect.

10. **SECURITY AGREEMENT.** To the extent permitted by law you grant us a security interest and waive all applicable property exemptions and homestead rights in the following property to secure performance of your obligations under this Note and (except for the Property if it is a principal residence) your obligations under any other agreement with us or our affiliates: (a) the Property including all equipment, parts, accessories and personal property which is in possession of the Property except "household goods" as defined by 12 C.F.R. 227.12(d) unless purchased with the proceeds of this Loan. If we have a prior lien on your principal residence as security for future obligations, we waive such security as to this Note only; (b) proceeds and unearned premiums of any Property insurance; (c) proceeds and unearned premiums and refunds of any Additional Products; (d) all of your deposit accounts with us or our affiliates (except individual retirement accounts); and (e) substitutions, replacements, products and proceeds of the foregoing. Our security

**Exhibit "B"**

Interest will be a purchase money security interest if any of the foregoing are purchased with the proceeds of this Loan. You agree that we are not a fiduciary with respect to our security interest. You further agree that we may at any time apply proceeds and unearned premiums and refunds of any Property Insurance and Additional Products to reduce the indebtedness of this Note, even if you are not in default. Upon our request, you will deliver the certificate of title or any other documents that are necessary for us to perfect our security interest. You will defend at your expense our security interest in the Property. To the extent permitted by law, you agree to pay all actual costs imposed to release our interests in the Property.

**11. PROPERTY MAINTENANCE AND USE.** You will keep the Property properly licensed and registered at all times until this Loan ends. You must title and register the Property within 16 days of this Note at your cost. If the Property is watercraft you will only use it as a recreational vessel and will follow our written instructions regarding registration with the Coast Guard. You will promptly pay all fees, fines, tickets and taxes related to this Loan and the Property. You will maintain the Property in good condition except for ordinary wear and tear, and keep it free from all liens, encumbrances, fines and adverse claims. You will service the Property at your own expense, follow the owner's manual and maintenance schedule and make all needed repairs. You will not make any changes to the Property that will decrease its value, decrease its functionality or (if the Property is not real property) allow it to become a fixture without our prior written consent. If the Property is recalled, you will have the recall services performed. The Property must be able to pass any required inspection. You will permit us to inspect the Property at a place designated by us which is reasonably convenient. If you do not do any of the foregoing, we may do so at our sole option and add the costs to this Loan or require you to provide us with additional collateral. If the Property has an odometer you agree to certify to us in writing the accurate odometer reading upon our request, to immediately notify us if the odometer malfunctions and to have the defective odometer repaired or replaced at your expense. You will not use, or permit others to use, the Property: (a) in violation of any law; (b) contrary to the provisions of any insurance policies covering the Property or in a manner that would invalidate any warranty; (c) outside the United States without our prior written consent; (d) outside the state where first titled or registered (or from the location given in Section 4 or in your application if it is watercraft) for more than 30 days without our prior written consent. If we consent to such use of the Property, you will pay for all fees and costs associated with said use including all fees for new title, license, registration requirements, perfection of our security interest and a \$20 administration fee where permitted by law; (e) as a private or public carrier; (f) for any business, commercial or agricultural purpose unless this Loan is explicitly for such a purpose; or (g) unless such others were listed on your Loan application as a driver, or we consent to their use in writing.

**12. DEFAULT AND REMEDIES.** You will be in default under this Note if: (a) you fail to make any payment or pay other amount owing under this Note when due; (b) you fail to keep any of your agreements under this Note or under any other agreement with us or our affiliates; (c) a bankruptcy petition is filed by or against you; (d) you have provided false or misleading information to us; (e) you die or are declared incompetent or incapacitated; (f) the Property or any other property for which we or our affiliates possess a security interest is lost, stolen, destroyed, determined by us to be uninsurable for use, seized, impounded or threatened with, or subject to, levy, attachment, condemnation, forfeiture or other administrative or judicial proceedings; (g) a judgment is rendered against you in a court or arbitration proceeding; or (h) you do not pay any of your debts as they come due. If you are in default, in addition to any other rights and remedies we have under law and subject to any right you may have to cure your default, we may do any of the following: (a) accelerate the entire balance owing under this Note without demand or notice, unless otherwise required by law, which entire balance will be immediately due and payable. You will pay us interest on this balance at the rate of 25% per annum at acceleration even after any judgment; (b) demand that you vacate and assemble the Property and make it available to us at a time and place designated by us which is reasonably convenient. You agree to comply with such demand; (c) repossess the Property without demand or notice, unless otherwise required by law. We may enter the premises where the Property is located (including a marina) and repossess it without a breach of the peace. We may use the Property's license plates to transport the Property to a storage facility. Thereafter, we may sell, lease, or otherwise dispose of the Property. Our disposal of the Property will not release you from any of your obligations and you will pay us any balance owing under this Note; (d) recover all expenses related to retaking, holding, preparing for sale and selling the Property and reasonable collection costs, attorneys' fees and legal expenses as permitted by 11 U.S.C. 506 and applicable state law; (e) cancel any Additional Products and apply any unearned premiums or refunds to the amount you owe under this Note; and/or (f) setoff any of your deposit accounts with us or our affiliates (except individual retirement accounts) without demand or notice.

**13. ADDITIONAL PRODUCTS.** In connection with this Loan, you may purchase Additional Products. If you purchased any Additional Products their costs and terms are described in the Disclosure Statement, and their costs have been included in the Amount Financed of this Loan. These Additional Products are not required to enter into this Loan and will not be provided unless you have agreed to pay the additional cost indicated in the Disclosure Statement. You may purchase these Additional Products from any party you want that is acceptable to us. If you elect to purchase Additional Products you agree that with respect to these Additional Products: (a) they are subject to any limitations and conditions contained in their documentation which you have read; (b) a copy of their documentation will be sent to you as soon as practicable; and (c) you still must maintain all insurance required by this Note. We may be retaining a portion of the amounts paid for any Additional Products purchased with this Loan.

**14. PROPERTY CONDITION AND IMPROVEMENTS.** You agree that with respect to any Property and/or improvements: (a) you have selected, accepted and taken delivery of them for all purposes of this Note; (b) they are free from all material defects, in proper operating order and fit for all intended purposes; (c) that our making this Loan was based in part upon the value and condition of them as represented by you; (d) we are only financing your purchase and did not directly or indirectly offer, sell or provide them to you; (e) we are not a seller, supplier, merchant or warrantor; and (f) we assume no responsibility for the completion of any improvements, your relationship with any contractors, subcontractors or materialmen, for the architectural or structural soundness of the improvements or for the approval of any plans and specifications in connection with the improvements or for the improvements as finally completed. Accordingly, except for specific rights afforded by state law, any claims relating to the Property and/or improvements, including any defect or warranty related to them are not our responsibility.

**15. ADDITIONAL AGREEMENTS.** You agree that: (a) you may not sell or assign this Note, the Property or any of its benefits or obligations without our prior written consent. We own this Note and may assign this Note or any of its benefits or obligations at any time without your consent; (b) this Note is between you and us and except for successors or assigns as provided by this Note, this Note will not confer any rights upon any third party; (c) our rights and remedies in this Note are not exclusive; (d) we may waive or delay the enforcement of our rights under this Note without waiving or otherwise affecting such rights; (e) the provisions of this Note are only to the extent permitted by applicable law. Any part of this Note which cannot be enforced will be void, but the remaining parts will remain in effect; (f) you waive notice of dishonor, protest, presentment, demand for payment (subject to any right you may have to cure your default), waiver, delay and all other notices or demands in connection with this Note; (g) you waive all defenses relating to impairment of recourse or collateral, and we can change any term of this Note, release any collateral or release any obligor by agreeing with any one party without notifying or releasing any other party; (h) we can correct errors in this Note as provided in 15 U.S.C. 1640 upon notice to you even if they are contract terms and you agree to be bound by such corrections. Upon our request, you will promptly re-execute this Note to correct errors in the Note. You can change any term of this Note only in a writing signed by us; (i) your application for this Loan, our decision to make this Loan and the disbursement of all proceeds were made in Ohio. The provisions of this Note will be governed by federal and Ohio laws without regard to conflict of law principles; (j) this Note describes all agreements between you and us with respect to the Loan and there are no other agreements. A photocopy or other image of this Note may be used in place of the original for all purposes; (k) except as otherwise required by law, we are authorized to mail any notice or other correspondence to you by first class mail to your last known address indicated on our records; (l) you will provide us with 10 days prior written notice of any change in any information contained in your application including a change in your name, address or location of the Property. Except as otherwise specified, all notices and payments to us must be sent to P.O. Box 5700, Cleveland, OH 44101-0570, or such other place as we may designate. Our failure or delay in providing you coupon books, billing statements or other payment instructions will not relieve you of your obligations under this Note;

Including acceptance of late or partial payments, payments marked "paid in full", "without recourse" or with similar words; (m) all payments must be in lawful money of the United States; (n) if you are a natural person you are competent to enter into this Note and if you are other than a natural person, the person signing on behalf of you represents that they are authorized to enter into and execute this Note; (o) we will not be responsible for any personal items in or on repossessed Property including any license plates. We will make a reasonable effort to return such items to you or have you reclaim them from us provided you notify us within 5 business days of the repossession and itemize such items. Even if you notify us, you abandon to us any personal items not reclaimed from us within 10 business days of the repossession; (p) we can delay enforcing any of our rights without losing them; (q) our application of your payments or other proceeds will be deemed reasonable unless another method is required by law, in which case that method will be deemed reasonable; (r) this Note will be binding and inure to the benefit of you and us and our respective successors and assigns; (s) you waive any rights to confidentiality and authorize us to obtain any information about you held by the bureau of motor vehicles or similar entity; (t) we and our affiliates may share all information about you obtained for, among other things, the purposes of evaluating credit applications or offering you products or services we believe may be of interest to you. Under the Fair Credit Reporting Act there is certain credit information that cannot be shared if you tell us by writing to us at P.O. Box 94985, Cleveland, OH 44101-4985 including your name, address, account number and social security number; (u) we are authorized to sign on your behalf any document required to enforce our interests under this Note; (v) disclosures included in this Note but not required by law are not an admission or waiver of rights by us; (w) all actions under this Note requiring our consent are at our sole discretion, and such consent may be withheld for any reason; (x) our typewritten name in Section 2 will constitute our signature for purposes of this Note; (y) we have an established business relationship, we may contact you, such contacts are not unsolicited, we may monitor telephone calls with you to assure quality service and we may contact you with an automated dialing and announcing device; (z) you will pay all amounts indicated in the itemization of the Amount Financed in the Disclosure Statement which will be nonrefundable to the extent permitted by law; and (aa) all amounts owed under this Note shall be without relief from valuation and appraisal laws.

**16. ADDITIONAL NOTICES.** You acknowledge receipt of the following notices before becoming obligated. For purposes of the immediately following Notice to Cosigner, "bank" means us.

#### NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increases this amount. The bank can collect this debt from you without first trying to collect from the borrower (and after proper notice to you if you are a "cosigner" as defined by Illinois or Michigan law). The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages (unless you receive wages in North Carolina, Pennsylvania, South Carolina or Texas) etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

If you sign this Note in California and it is secured by a deed of trust: Lender, may at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property.

If you sign this Note in Florida: You may purchase or provide the required insurance from any insurance provider that is reasonably acceptable to us. Your choice of an insurance provider will not affect the credit decision. We may impose reasonable requirements concerning the extent of coverage and the financial soundness of the insurance provider.

If you sign this Note in Florida and it is secured by collateral: Florida Documentary Stamp Tax in the amount required by law has been paid or will be paid directly to the Department of Revenue, and Florida Documentary Stamps have been placed on the taxable instruments as required by Chapter 201, Florida Statutes.

If you sign this Note in Iowa (this is a consumer credit transaction) or Kansas: NOTICE TO CONSUMER: 1. Do not sign this paper (agreement) before you read it. 2. You are entitled to a copy of this paper (agreement). 3. You may prepay the unpaid balance at any time and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a prepayment penalty.

If you sign this Note in Iowa and the principal amount of this Loan exceeds \$20,000: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

If you sign this Note in Maryland: We elect Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland only to the extent not inconsistent with 12 U.S.C. §86 and related regulations and opinions and we expressly reserve all rights thereunder.

If you sign this Note in Minnesota: If the amount of this Loan is \$100,000 or more, we elect Minn. Stat. § 334.01 only to the extent not inconsistent with 12 U.S.C. §86 and related regulations and opinions and we expressly reserve all rights thereunder.

If you sign this Note in Missouri: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

If you sign this Note in New Jersey: Where this Note refers to acts or practices that may or will be taken by us unless prohibited by, or unless required by, or subject to, or as permitted by the requirements or restrictions of applicable law, New Jersey law permits or requires the act or practice.

If you sign this Note in New York or it is secured by a mortgage: YOU SHOULD CHECK WITH YOUR LEGAL ADVISOR AND WITH OTHER MORTGAGE LIEN HOLDERS AS TO WHETHER ANY PRIOR LIENS CONTAIN ACCELERATION CLAUSES WHICH WOULD BE ACTIVATED BY A JUNIOR ENCUMBRANCE.

DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

If you sign this Note in Oregon: **NOTICE TO THE BORROWER:** Do not sign this loan agreement before you read it. The loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

If you sign this Note in Vermont: **NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

If you sign this Note in Wisconsin: **NOTICE TO CUSTOMER:** (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

**17. SIGNATURES.** YOU HAVE READ AND AGREE TO ALL PROVISIONS OF THIS NOTE INCLUDING THOSE ON PAGES 1 THROUGH 3 AND IN THE DISCLOSURE STATEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE. (1) DO NOT SIGN THIS NOTE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS NOTE BEFORE YOU SIGN IT. BY SIGNING THIS NOTE, YOU ACKNOWLEDGE THAT YOU HAVE READ A COMPLETED COPY OF THIS ENTIRE NOTE BEFORE SIGNING IT ON THE DATE ABOVE. SEE PAGES 1 THROUGH 3 AND THE DISCLOSURE STATEMENT FOR ADDITIONAL IMPORTANT TERMS AND CONDITIONS.

Debtor: FRANCIS J. KELLY SR

Type or print name of Debtor

X Francis J. Kelly SR

Debtor's signature

Debtor: GRACE I. KELLY

Type or print name of Debtor

X Grace I. Kelly

Debtor's signature

Debtor: \_\_\_\_\_

Type or print name of Debtor

X

Debtor's signature

**FOR MICHIGAN GUARANTORS ONLY:** **Guaranty Agreement.** For value received, you the undersigned guarantors jointly, severally and unconditionally guarantee the payment of all sums owing under this Note when due and the performance by the Debtors of all promises contained in this Note. Upon default, we may proceed against any of you without first proceeding against any Debtor. The liability of each of you will be primary and will not be affected by any settlement, release, extension, renewal or modification of this Note whether or not by operation of law. Each of you voluntarily and knowingly waives all rights to any demands, presentations, notices and defenses of any kind or nature you might have in connection with this Guaranty. Each of you agrees to pay all expenses including reasonable attorneys' fees incurred by us if we have to enforce this Guaranty. Each of you acknowledges that you have read and agree to all terms of this Guaranty, Note and Disclosure Statement prior to signing below.

Guarantor: \_\_\_\_\_

Type or print name of Guarantor

X

Guarantor's signature

Guarantor: \_\_\_\_\_

Type or print name of Guarantor

X

Guarantor's signature

\*1999 National City Corporation

Date: 11/16/07

Grace I. Kelly aka Grace I. Rowles  
20865 Shawville Croft aka RD2 Box 197  
Clearfield, PA 16830

7007 0710 0000 8530 7331

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

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

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

This notice explains how the program works.

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

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

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

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

*Exhibit "C"*

HOMEOWNER'S NAME(S): Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claming Right, Title or Interest from or under Francis J. Kelly Sr.aka Francis J. Kelly , deceased and Grace I. Kelly aka Grace I. Rowles

PROPERTY ADDRESS: 20865 Shawville Croft aka RD 2 Box 197, Clearfield, PA 16830

LOAN ACCT. NO.: 33748591

ORIGINAL LENDER: National City Bank

CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC

LAW FIRM FILE NO.: 07-30449

#### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT-**The MORTGAGE debt held by the above lender on your property located at: 20865 Shawville Croft aka RD 2 Box 197, Clearfield, PA 16830

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:

July 5, 2007 to November 5, 2007 @ <u>\$220.45</u>	=	<u>\$1,102.25</u>
Other charges (explain/itemize):		
Late Charges: July 20, 2007 to October 20, 2007 @ <u>\$40.00</u>	=	<u>\$160.00</u>
Pre-Default Late Charges:	=	<u>\$40.00</u>

Suspense Credit to Borrower:	(\$2.44)
Appraisal Fees:	\$111.00

**TOTAL AMOUNT PAST DUE:** = **\$1,410.81**

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

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**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 \$1,410.89, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

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

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

Phone number: (610) 278-6800

Fax number: (610) 278-9980

Contact person: Ilana Zion, Esquire

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

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

**YOU ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).**

HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County

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

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

CCCS of Western PA  
219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

Indiana Co. Community Action Program  
827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

The NORCAM Group  
4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

Date: 11/16/07

Grace I. Kelly aka Grace I. Rowles  
413 Berwind Street  
Iriona, PA 16656

7007 0710 0000 8530 7317

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

This notice explains how the program works.

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

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

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

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HOMEOWNER'S NAME(S): Unknown Heirs, Successors, Assigns, and All Persons, Firms, or Associations Claming Right, Title or Interest from or under Francis J. Kelly Sr.aka Francis J. Kelly , deceased and Grace I. Kelly aka Grace I. Rowles  
PROPERTY ADDRESS: 20865 Shawville Croft aka RD 2 Box 197, Clearfield, PA 16830  
LOAN ACCT. NO.: 33748591  
ORIGINAL LENDER: National City Bank  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 07-30449

#### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT**-The MORTGAGE debt held by the above lender on your property located at: 20865 Shawville Croft aka RD 2 Box 197, Clearfield, PA 16830

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:

July 5, 2007 to November 5, 2007 @ <u>\$220.45</u>	=	<u>\$1,102.25</u>
Other charges (explain/itemize):		
Late Charges: July 20, 2007 to October 20, 2007 @ <u>\$40.00</u>	=	<u>\$160.00</u>
Pre-Default Late Charges:	=	<u>\$40.00</u>

Suspense Credit to Borrower:	(\$2.44)	
Appraisal Fees:	\$111.00	
<b>TOTAL AMOUNT PAST DUE:</b>	=	<b><u>\$1,410.81</u></b>

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

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**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 \$1,410.89, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: C/O The Law Firm of Shapiro and Kreisman  
Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406  
Phone number: (610) 278-6800  
Fax number: (610) 278-9980  
Contact person: Ilana Zion, Esquire

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

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

**YOU ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).**

HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County

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

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

CCCS of Western PA  
219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

Indiana Co. Community Action Program  
827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

The NORCAM Group  
4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

## VERIFICATION

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

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

SHAPIRO & KREISMAN, LLC

BY: Ilana Zion

Ilana Zion, Esquire  
Attorney for Plaintiff

Dated: 12/6/07