

08-04-CD

DLJ Mort. Vs James Zelenky et al

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

File No. 05-12767

Barbara A. Fein / I.D. No. 53002

Kristen D. Little / I.D. No. 79992

Jacqueline F. McNally / I.D. No. 201332

425 Commerce Drive, Suite 100

Fort Washington, PA 19034

(215) 653-7450

Attorneys for Plaintiff

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

Lawyer Referral Service
Pennsylvania Lawyer Referral Service
P.O. Box 186, Harrisburg, PA 17108
(800) 692-7375

NOTICIA

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE (20) DIAS DE PLAZO A 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 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 O POR CUALQUIER QUEJA O ALIVIO QUE ESPEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO, 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 SUFICIENTE PARA PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE USTED PUEDE CONSEGUIR ASISTENCIA LEGAL.

Lawyer Referral Service
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(800) 692-7375

FILED

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JAN 03 2008

Atty pd. 95.00
2cc Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

**NOTICE REQUIRED UNDER THE FAIR
DEBT COLLECTION PRACTICES ACT,
15 U.S.C. § 1601 (AS AMENDED) AND
THE PENNSYLVANIA UNFAIR TRADE PRACTICES
ACT AND CONSUMER PROTECTION LAW,
73 PA. CON. STAT. ANN. § 201, *ET SEQ.* ("THE ACTS")**

To the extent the Acts may apply, please be advised of the following:

1. The amount of the original debt is stated in the Complaint attached hereto.
2. The Plaintiff who is named in the attached Complaint and/or its loan servicing agents are Creditors to whom the debt is owed.
3. The debt described in the Complaint attached hereto and evidenced by the copies of the mortgage and note will be assumed to be valid by the Creditor's law firm, unless the Debtors/Mortgagors, within thirty days after receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.
4. If the Debtors/Mortgagors notify the Creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor who is named as Plaintiff in the attached Complaint is not the original Creditor, and if the Debtor/Mortgagor makes written request to the Creditor's law firm within thirty days from the receipt of this notice, the name and address of the original Creditor will be mailed to the Debtor by the Creditor's law firm.
6. Written request should be addressed to:

THE LAW OFFICES OF BARBARA A. FEIN, P.C.
Attention: Jacqueline F. McNally, Esquire
425 Commerce Drive, Suite 100
Fort Washington, PA 19034

*** THIS LETTER MAY BE CONSTRUED AS AN ATTEMPT TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. (a) The Plaintiff, DLJ Mortgage Capital, Inc., is the holder of a mortgage as below described.

(b) Select Portfolio Servicing, Inc., is a corporation having been organized under the laws of the State of Utah and having its principal place of business at 3815 South West Temple, Salt Lake City, UT 84115.

(c) Select Portfolio Servicing, Inc. is the loan servicing agent for Plaintiff, maintaining the business records for the Plaintiff/ Mortgagee in the ordinary course and scope of business.

2. (a) Defendant James M. Zelenky is an individual whose last known address is P.O. Box 148, End of Mine Street, Drifting, PA 16834.

(b) Defendant Romma Y. Zelensky is an individual whose last known address is P.O. Box 148, End of Mine Street, Drifting, PA 16834.

(c) Defendant James M. Zelenky holds an interest in the subject property as both a Real Owner and Mortgagor.

(d) Defendant Romma Y. Zelensky holds an interest in the subject property as both a Real Owner and Mortgagor.

(e) If either of the above named Defendants are deceased, this action shall proceed against the deceased Defendant's heirs, assigns, successors, administrators, personal representatives and/or executors through the estate whether the estate is probated.

3. (a) The residential mortgage being foreclosed upon is secured by property located at Mine Street, within the Cooper Township, Clearfield County, Pennsylvania.

(b) All documents evidencing the residential mortgage have been recorded in the Recorder of Deeds' Office in Clearfield County, Pennsylvania.

(c) The Mortgage was executed on September 18, 2001 and was recorded on October 4, 2001 at Instrument No. 200115902, at Page . (See Exhibit "A" appended hereto and incorporated herein by reference).

(d) The legal description for this parcel is incorporated under the Mortgage as recorded (Exhibit "A" herein above referenced).

(e) The herein named Plaintiff has standing to bring the instant action by virtue of Assignments of Mortgage, duly and publicly recorded as below:

Assignor: Wilmington National Finance, Inc.
Assignee: Key Bank, USA
Recording Date: April 3, 20002
Instrument No.: 200205091

Assignor: Key Bank, USA
Assignee: DLJ Mortgage Capital, Inc.
Recording Date: To Be Recorded
Instrument No.: To Be Recorded

(f) By virtue of Pennsylvania Rules of Civil Procedure Rule 1147 (1) and 1019(g), and on the basis of environmental responsibility, Plaintiff is not obliged to append copies of the above mentioned publicly recorded documents to this mortgage foreclosure action.

4. The mortgage is in default because the Defendants above named failed to timely tender the monthly payment of \$744.53 on May 1, 2007, and thereafter failed to make the monthly payments.

5. As authorized under the mortgage instrument, the loan obligation has been accelerated.

6. Plaintiff seeks entry of judgment *in rem* on the following sums:

(a)	Principal balance of mortgage due and owing	\$67,838.51
(b)	Interest due and owing at the rate of 9.90% calculated from the default date above stated through January 15, 2008	5,324.63
	Interest will continue to accrue at the per diem rate of \$18.40 through the date on which judgment <i>in rem</i> is entered in Plaintiff's favor.	
(c)	Late Charges due and owing under the Note in accordance with the Mortgage Instrument	1,235.60
(d)	Escrow Advances made by Plaintiff Mortgagee on behalf of Defendant mortgage account	7,580.67
(e)	Non-Sufficient Fund Charges (NSF)	80.00
(f)	Other fees due and owing under the loan documents	1,237.56
(g)	Recoverable Corporate Advances	85.00
(h)	Suspense Balance	< 592.78 >
(i)	Court Costs and fees as recoverable under the mortgage terms, estimated	300.00
(j)	Attorneys' fees Calculated as 5% of the principal balance due, in accordance with the mortgage terms	3,391.93
TOTAL <i>IN REM</i> JUDGMENT SOUGHT BY PLAINTIFF		\$86,481.12

7. (a) The attorneys' fees set forth as recoverable at Paragraph 6(j) are in conformity with Pennsylvania law and the terms of the mortgage, and will be collected in the event of a third-party purchaser at a Sheriff's Sale only.

(b) If the mortgage arrears are to be reinstated or paid-off prior to the Sheriff's Sale, Plaintiff's actual attorneys' fees (calculated at counsel's hourly rate) will be charged based upon work actually performed.

8. (a) The original principal balance of the Mortgage is more than Fifty Thousand (\$50,000.00) Dollars.

(b) Under ACT 6, 41 P.S. §101, *et seq.*, Plaintiff Mortgagee is not obliged to serve Notice of its Intention to Accelerate the Mortgage by certified mailing prior to its instituting foreclosure proceedings.

9. (a) The subject mortgage is governed by ACT 91 of 1983 35 P.S. § 1640.401C, *et seq.*.

(b) Under Pennsylvania's ACT 91, Plaintiff Mortgagee is obligated to serve the Defendants with notice of their rights under the "Homeowners Emergency Mortgage Assistance Program", by regular mailing, prior to initiating foreclosure proceedings.

(c) Appended hereto and incorporated herein by reference as Exhibit "B" are copies of the Notices required, having been sent on the date set forth on the Notice.

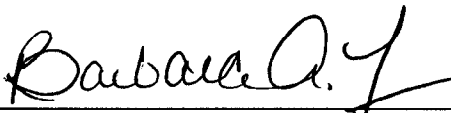
(d) The Defendants have failed to make a timely application for financial assistance with the Pennsylvania Housing Finance Agency.

WHEREFORE, the Plaintiff, DLJ Mortgage Capital, Inc., demands:

- Entry of Judgment *In Rem* against the Defendants above named in the total amount of \$86,481.12 as stated Paragraph 6, plus all additional interest and late charges accruing through date of judgment entry; and
- Foreclosure and Sheriff's Sale of the subject mortgaged property.

Respectfully Submitted,

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: 

Barbara A. Fein, Esquire
Attorney for Plaintiff
Attorney I.D. No. 53002

LAN11416-519

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200115902

RECORDED ON
Oct 04, 2001
1:03:57 PM

Total Pages: 19

RECORDING FEES - \$43.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORDER \$1.00
IMPROVEMENT FUND
STATE WRIT TAX \$0.50
TOTAL \$45.50
CUSTOMER
T A OF LANDISVILLE, LLC

Prepared By:

Return To:

~~WILMINGTON NATIONAL FINANCE, INC.~~
~~2260 BUTLER PIKE, SUITE 350~~
~~PLYMOUTH MEETING, PA 19462~~

Parcel Number:

110-58-149

[Space Above This Line For Recording Data]

T. A. of Landisville
329 B Main Street
Landisville, PA 17538

LOAN NO.: A0107416

MORTGAGE

NOTICE: THIS LOAN CONTAINS
PROVISIONS THAT ALLOW FOR A
BALLOON PAYMENT AT
MATURITY.

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated SEPTEMBER 18, 2001, together with all Riders to this document.

(B) "Borrower" is
JAMES M. ZELENKY AND ROMMA Y. ZELENKY, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is
WILMINGTON NATIONAL FINANCE, INC.

Lender is a CORPORATION
organized and existing under the laws of DELAWARE

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

VMP-6(PA) (0008)

Initials: EE
Form 3039 1/01 *[Signature]*



Lender's address is
2260 BUTLER PIKE, SUITE 350, PLYMOUTH MEETING, PA 19462

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 18, 2001

The Note states that Borrower owes Lender

SEVENTY THOUSAND FOUR HUNDRED SIXTY FIVE AND NO/100 X X X X X X X X X X ~~Dollars~~
(U.S. \$ 70,465.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than OCTOBER 01, 2016

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

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

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

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

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

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

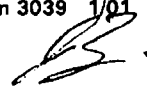
(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution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

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

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

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

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



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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the COUNTY [Type of Recording Jurisdiction] of CLEARFIELD [Name of Recording Jurisdiction]

SEE ATTACHED LEGAL DESCRIPTION DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of

GRASSFLAT MINE STREET [Street]
[City], Pennsylvania 16834 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

EXHIBIT "A"

ALL THAT CERTAIN lot and tract of land situate, lying and being in the Township of Cooper, County of Clearfield, and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at an iron rail corner on line now or formerly of Clearfield Bituminous Coal Corp. and now or formerly on line of Mary Ann Josefik; thence along line of Mary Ann Josefik North 52 degrees 41' West a distance of 311.85 feet (95.052 meters) to an iron pin corner on line now or formerly of Michael and Mary golden; thence along line now or formerly of Michael and Mary golden North 5 degrees 23' East a distance of 383.03 feet (116.748 meters) to a corner; thence by same North 82 degrees 43' West a distance of 133.96 feet (40.831 meters) to a corner; thence still by same North 6 degrees 46' East a distance of 219.95 feet (67.041 meters) to an old post corner on line now or formerly of Robert Allen; thence along line of Robert Allen South 82 degrees 43' East a distance of 396.00 feet (120.70) meters) to a corner on line now or formerly of Clearfield Bituminous Coal Corp; thence along line of Clearfield Bituminous Coal Corp. South 5 degrees 23' West a distance of 757.60 feet (230.917 meters) to an iron rail corner, the place of beginning.

CONTAINING 4.79 acres (1.937 hectares), as shown on survey of Shope Surveying Company dated September 6, 1978.

EXCEPTING AND RESERVING, HOWEVER all coal and other minerals to John G. Redding as set forth in the line of title hereto.

UNDER AND SUBJECT, NEVERTHELESS, to all restrictions, easements and conditions of record.

BEING Parcel # 110-58-149

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

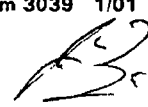
paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest



shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

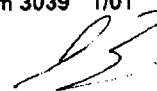
5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance.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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

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dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

[Signature]

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

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

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

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

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

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

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

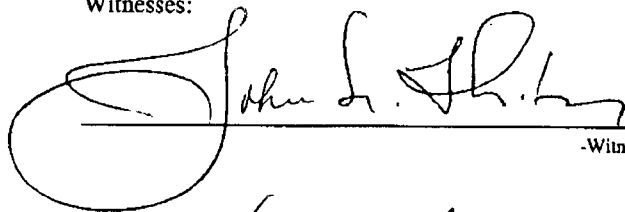
25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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


Witnesses:



-Witness

as to both

-Witness



ROMMA Y. ZELENKY (Seal)
-Borrower



JAMES M. ZELENKY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, undisclosed, do hereby certify that
the correct address of the within-named Mortgagee is 5246 Better Pike Plymouth Meeting, PA 19462

Witness my hand this 18th day of September, 2001

Abby F. Wenzel

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

Clearfield

County ss:

On this, the 18th day of September, 2001
undersigned officer, personally appeared
ROMMA Y. ZELENKY , JAMES M. ZELENKY

, before me, the

known to me (or
satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:

Gloria J. English

notary public

Title of Officer

Notarial Seal
Gloria J. English, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Dec. 9, 2002
Member, Pennsylvania Association of Notaries

_____(Space Above This Line For Recording Data)_____
LOAN NO.: A0107416

BALLOON RIDER

THIS BALLOON RIDER is made this 18th day of SEPTEMBER, 2001 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note (the "Note") to WILMINGTON NATIONAL FINANCE, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

MINE STREET, GRASSFLAT, PA 16834

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Balloon Rider.

Romma Y. Zeleusky
ROMMA Y. ZELENKY

Borrower

9-18-01

Date

James M. Zeleusky
JAMES M. ZELENKY

Borrower

9-18-01

Date

Borrower

Date

Borrower

Date

From: WILMINGTON NATIONAL FINANCE, INC.
To: KEY BANK USA, N.A.

PREPARED BY & RETURN TO:

S. A. Wileman
Orion Financial Group, Inc.
2860 Exchange Blvd. # 100
Southlake, TX 76092

Assignment of Mortgage

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, **WILMINGTON NATIONAL FINANCE, INC. 2260 Butler Pike, Suite 350, Plymouth Meeting, PA 19462 (Assignor)** by these presents does assign, and set over, without recourse, to **KEY BANK USA, N.A. 2 Gatehall Dr., Parsippany, NJ 07054 (Assignee)** the described mortgage, together with certain note(s) described with all interest, all liens, any rights due or to become due thereon, executed by **JAMES M. ZELENKY AND ROMMA Y. ZELENKY, HUSBAND AND WIFE to WILMINGTON NATIONAL FINANCE, INC..** Said mortgage Dated: 9/18/01 is recorded in the State of PA, County of Clearfield on 10/4/01, as Instrument# 200115902 AMOUNT: \$ 70,465.00 SEE ATTACHED EXHIBIT A

TOWNSHIP OF COOPER Property Address: MINE STREET, GRASSFLAT, PA 16834

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its proper officer who was duly authorized by a resolution of its board of directors. Dated: March 15, 2002

WILMINGTON NATIONAL FINANCE, INC.
Orion Financial Group, Inc. Its Attorney in fact

By:

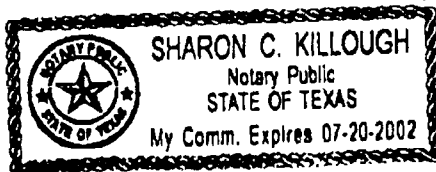

S. A. Wileman, Vice President

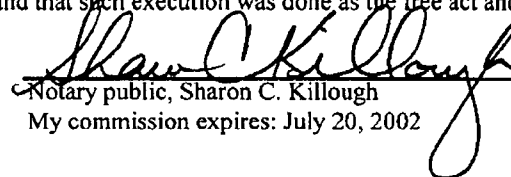


01053743 KEY JLR

State of Texas, County of Tarrant

On March 15, 2002, before me, the undersigned, personally appeared S. A. Wileman, who acknowledged that he/she is Vice President of/for Orion Financial Group, Inc. Its Attorney in fact WILMINGTON NATIONAL FINANCE, INC. and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of WILMINGTON NATIONAL FINANCE, INC. .




Notary public, Sharon C. Killough
My commission expires: July 20, 2002

PA Clearfield

0931641kf
KEY/ASSIGN/KBU

The Assignee hereby certifies that the precise residence is
2 Gatehall Dr., Parsippany, NJ 07054.

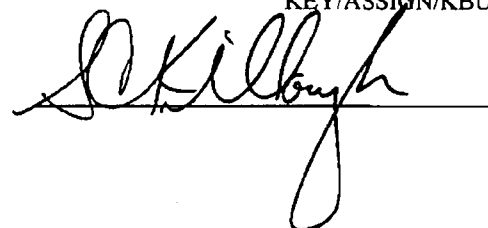


Exhibit A

EXCEPTING THEREOUT AND THEREFROM (IF ANY) THE PREMISES AS
MORE FULLY DESCRIBED IN THE FOLLOWING DEED: NONE

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200205091

RECORDED ON

Apr 03, 2002
12:40:57 PM

Total Pages: 3

RECORDING FEES - \$13.00
RECORDER

COUNTY IMPROVEMENT \$1.00
FUND

RECORDER \$1.00
IMPROVEMENT FUND

STATE WRIT TAX \$0.50

TOTAL \$15.50

CUSTOMER

ORION FINANCIAL GROUP INC

01053743

Clearfield County, PA

KEY/ASSIGN/KBU

Exhibit A

ALL THAT CERTAIN LOT AND TRACT OF LAND SITUATE, LYING AND BEING IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD, AND COMMONWEALTH OF PENNSYLVANIA, BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON RAIL CORNER ON LINE NOW OR FORMERLY OF CLEARFIELD BITUMINOUS COAL CORP. AND NOW OR FORMERLY ON LINE OF MARY ANN JOSEFIK; THENCE ALONG LINE OF MARY ANN JOSEFIK NORTH 52 DEGREES 41' WEST A DISTANCE OF 311.85 FEET (95.052 METERS) TO AN IRON PIN CORNER ON LINE NOW OR FORMERLY OF MICHAEL AND MARY GOLDEN; THENCE ALONG LINE NOW OR FORMERLY OF MICHAEL AND MARY GOLDEN NORTH 5 DEGREES 23' EAST A DISTANCE OF 383.03 FEET (116.748 METERS) TO A CORNER; THENCE BY SAME NORTH 82 DEGREES 43' WEST A DISTANCE OF 133.96 FEET (40.831 METERS) TO A CORNER; THENCE STILL BY SAME NORTH 6 DEGREES 46' EAST A DISTANCE OF 219.95 FEET (67.041 METERS) TO AN OLD POST CORNER ON LINE NOW OR FORMERLY OF ROBERT ALLEN; THENCE ALONG LINE OF ROBERT ALLEN SOUTH 82 DEGREES 43' EAST A DISTANCE OF 396.00 FEET (120.70 METERS) TO A CORNER ON LINE NOW OR FORMERLY OF CLEARFIELD BITUNINOUS COAL CORP; THENCE ALONG LINE OF CLEARFIELD BITUNINOUS COAL CORP. SOUTH 5 DEGREES 23' WEST A DISTANCE OF 757.60 FEET (230.917 METERS) TO AN IRON RAIL CORNER, THE PLACE OF BEGINNING.

CONTAINING 4.79 ACRES (1.937 HECTARES), AS SHOWN ON SURVEY OF SHOPE SURVEYING COMPANY DATED SEPTEMBER 6, 1978.

EXCEPTING AND RESERVING, HOWEVER ALL COAL AND OTHER MINERALS TO JOHN G. REDDING AS SET FORTH IN THE LINE OF TITLE HERETO.

UNDER AND SUBJECT, NEVERTHELESS, TO ALL RESTRICTIONS, EASEMENTS, AND CONDITIONS OF RECORD.

SEE "PREPAYMENT RIDER TO NOTE" ATTACHED HERETO AND MADE A PART HEREOF.

BALLOON NOTE

(Fixed Rate)

LOAN NO.: A0107416

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

SEPTEMBER 18, 2001
[Date]

[City]

[State]

MINE STREET, GRASSFLAT, PA 16834
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 70,465.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is WILMINGTON NATIONAL FINANCE, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 9.990 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on NOVEMBER, 2001.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 01, 2016, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WILMINGTON NATIONAL FINANCE, INC.

2260 BUTLER PIKE, SUITE 360, PLYMOUTH MEETING, PA 19482
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 617.86

Initialed: 

MULTISTATE BALLOON FIXED RATE NOTE - Single Family - FANNIE MAE UNIFORM INSTRUMENT
VMP-870N (0000)

Page 1 of 3

Form 3260 1/01
LENDER SUPPORT SYSTEMS INC. 970NRX NCW (12.00)

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be \$5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under the Note. Some of these conditions are described as follows:

Initials: *RR*

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

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Romma Y. Zelenky (Seal) _____ (Seal)
ROMMA Y. ZELENKY -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

(Sign Original Only)

THE LAW OFFICES OF
BARBARA A. FEIN, P.C.

425 Commerce Drive, Suite 100
Fort Washington, PA 19034

Barbara A. Fein, Esquire
Kristen D. Little, Esquire
Jacqueline F. McNally, Esquire

*Members of Pennsylvania
and New Jersey Bars*

Phone: (215) 653-7450
Fax: (215) 653-7454

Direct E-mail: JessicaM@lobaf.com
Direct Phone Ext. 121

NEW JERSEY OFFICE

20000 Horizon Way, Suite 900
Mount Laurel, NJ 08054-4318

Phone: (856) 596-5552
Fax: (856) 596-5589

File No. 05-12767

November 28, 2007

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

James M. Zelenky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

Romma Y. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

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 t save your home. This Notice explains how the program works.

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

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

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



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

HOMEOWNER'S NAME(S):	JAMES M. ZELENKY and ROMMA Y. ZELENKY
PROPERTY ADDRESS:	Mine Street, Drinting, Clearfield County, PA 16834
LOAN NO.	0007146590
ORIGINAL LENDER:	Wilmington National Finance, Inc.
CURRENT LENDER/SERVICER:	DLJ Mortgage Capital, Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

TEMPORARY STAY OF FORECLOSURE – Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAY. 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 agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at: Mine Street, Cooper Township, Clearfield County, Driting, PA 16834

IS SERIOUSLY IN DEFAULT BECAUSE:

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

Payments of <u>\$744.53</u> per month due from May 1, 2007, through the date of this letter (a total of 7 months) and each month thereafter.	\$5,211.71
Accrued Late Charges due after the fifteenth day of the month through the date of this letter and each month thereafter.	1,235.60
Non-Sufficient Funds Fee (NSF Fees)	80.00
Other: Preliminary Title Report	350.00
Attorney's Fees Permitted under the Statute	50.00
TOTAL AMOUNT DUE:	\$6,927.31

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 \$6,927.31**, 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:

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

IF THE MORTGAGE IS FORECLOSED UPON -- The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorneys 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 THE 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 * months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

<u>Name of Lender:</u>	DLJ Mortgage Capital, Inc. / Select Portfolio Servicing, Inc.
<u>Address:</u>	c/o The Law Offices of Barbara A. Fein, Esquire
<u>Phone Number:</u>	(215) 653 -7450
<u>Fax Number:</u>	(215) 653-7454
<u>Contact Person:</u>	Jessica McVittie, Paralegal Ext. 121

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

ASSUMPTION OF MORTGAGE -- You may 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 MAY ALSO HAVE THE RIGHT:

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

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

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

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

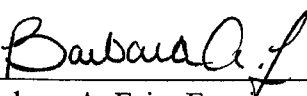
TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: 
Barbara A. Fein, Esquire
Attorney for Plaintiff

BAF/jm

cc: Select Portfolio Servicing, Inc.
Loan Reference No.0007146590

**SENT BY CERTIFICATE OF REGULAR MAILING
AND BY CERTIFIED MAIL RECEIPT NOS.**

7005 1160 0000 9717 2125

7005 1160 0000 9717 2132

HEMAP Consumer Credit Counseling Agencies

CLEARFIELD County

Report last updated: 7/17/2007 8:15:36 AM

CCCS of Northeastern PA

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

CCCS of Western PA

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

CCCS of Western PA

219.A College Park Plaza
Johnstown, PA 15904
888.511.2227

Indiana Co. Community Action Program

827 Water Street
Box 187
Indiana, PA 15701
724.465.2657

Keystone Economic Development Corp.

1954 Mary Grace Lane
Johnstown, PA 15901
814.535.6556

The NORCAM Group

4200 Crawford Avenue
Suite 200
Northern Cambria, PA 15714
814.948.4444

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

12707 ACIAL USE

Postage \$ 5.80
Certified Fee 2.60
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$ 8.40

NOV 28 2007
FORT WASHINGTON PA 19034
USPS

Received From:
Romma Y. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

PS Form 3817, January 2001

7005 1160 0000 0911 5002

MCV 1767 Oct 91

U.S. POSTAL SERVICE
CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
THE LAW OFFICES OF BARBARA A. FEIN, P.C.
425 COMMERCE DRIVE, SUITE 100
FORT WASHINGTON, PA 19034

NOV 28 2007
FORT WASHINGTON PA 19034
USPS

Postage \$ 001.050
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$ 001.050

NOV 28 2007
FORT WASHINGTON PA 19034
USPS

Received From:
Romma Y. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

PS Form 3817, January 2001

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

12707 ACIAL USE

Postage \$ 5.80
Certified Fee 2.60
Return Receipt Fee (Endorsement Required)
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Total Postage & Fees \$ 8.40

NOV 28 2007
FORT WASHINGTON PA 19034
USPS

Received From:
THE LAW OFFICES OF BARBARA A. FEIN, P.C.
425 COMMERCE DRIVE, SUITE 100
FORT WASHINGTON, PA 19034

NOV 28 2007
FORT WASHINGTON PA 19034
USPS

Received From:
James M. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

PS Form 3817, January 2001

5272 2126 0000 0911 5002

U.S. POSTAL SERVICE
CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
THE LAW OFFICES OF BARBARA A. FEIN, P.C.
425 COMMERCE DRIVE, SUITE 100
FORT WASHINGTON, PA 19034

NOV 28 2007
FORT WASHINGTON PA 19034
USPS

Postage \$ 001.050
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$ 001.050

NOV 28 2007
FORT WASHINGTON PA 19034
USPS

Received From:
James M. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

PS Form 3817, January 2001

MCV 1767 Oct 91

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

James M. Zelenky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

James Zelenky

C. Date of Delivery

12-12-07

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

7005 1160 0000 9717 2125

PS Form 3811, February 2004

Domestic Return Receipt 12767 ACT 91

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Romma Y. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

James Zelenky

C. Date of Delivery

12-12-07

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

7005 1160 0000 9717 2132

PS Form 3811, February 2004

Domestic Return Receipt 12767 ACT 91


102595-02-M-1540

VERIFICATION

The undersigned, an officer of Select Portfolio Servicing, Inc. the instant Plaintiff, or its servicing agent, being authorized to make this Verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are taken from the 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 18 PA.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Dated: 11/13/07


Name : **DUSTIN STEPHENSON**
Title : **Document Control Officer**
Company: Select Portfolio Servicing, Inc.

THE LAW OFFICES OF BARBARA A. FEIN, P.C.
Barbara A. Fein, Esquire / I.D. No. 53002
Kristen D. Little, Esquire / I.D. No. 79992
Jacqueline F. McNally, Esq. / I.D. No. 201332
425 Commerce Drive, Suite 100
Fort Washington, PA 19034
(215) 653-7450
Attorneys for Plaintiff

File No. 05-12767

FILED NO CC
m/10:33/ST
OCT 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

AMENDED AFFIDAVIT UNDER PA. RCP RULE 3129

DLJ Mortgage Capital, Inc., Plaintiff in the above captioned mortgage foreclosure action, sets forth as of the date the praecipe for the Writ of Execution was filed, the following information concerning the real property located at Mine Street, Cooper Township, n/k/a 121 Mini Street, Grassflat, Clearfield County, Pennsylvania, was true and correct to the best of its knowledge, information and belief.

1. Name and address of each Owner and/or Reputed Owner:

James M. Zelenky
P.O. Box 148, Drifting, PA 16834
121 Mini Street, Grassflat, PA 16839

Romma Y. Zelenky
P.O. Box 148, Drifting, PA 16834
121 Mini Street, Grassflat, PA 16839

2. Name and address of each Defendant named in the judgment:

James M. Zelenky
P.O. Box 148, Drifting, PA 16834
121 Mini Street, Grassflat, PA 16839

Romma Y. Zelenky
P.O. Box 148, Drifting, PA 16834
121 Mini Street, Grassflat, PA 16839

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

Clearfield County Tax Claim Bureau
230 East Market Street
Clearfield, PA 16830

Cooper Township Municipal Authority
P.O. Box 446
Winburne, PA 16879

Nila L. Force, Tax Collector
583 Johnson Road
Grassflat, PA 16839

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

DLJ Mortgage Capital, Inc., Plaintiff
c/o Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

Richard E. Weber
109 Griffith Lane
Pleasant Gap, PA 16823

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

None

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

None.

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

Tenant/Occupant
P.O. Box 148, Drifting, PA 16834
121 Mini Street, Grassflat, PA 16839

Clearfield County Domestic Relations
230 E Market St Ste 300
Clearfield PA 1683

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

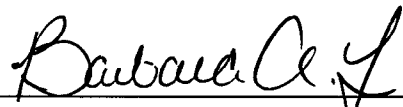
Commonwealth of PA,
Dept. of Revenue
Bureau of Compliance
Attn: Sheriff's Sale Section
PO Box 218230
Harrisburg, PA 17128-1230

The Internal Revenue Service
Special Procedures Branch
Federated Investors Tower
Thirteenth Fl., Suite 1300
1001 Liberty Ave.
Pittsburgh, PA 15222

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

Date: October 9, 2008

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: 
Barbara A. Fein, Esquire
Attorney for Plaintiff

THE LAW OFFICES OF BARBARA A. FEIN, P.C.
Barbara A. Fein, Esquire / I.D. No. 53002
Kristen D. Little, Esquire / I.D. No. 79992
Jacqueline F. McNally, Esq. / I.D. No. 201332
425 Commerce Drive, Suite 100
Fort Washington, PA 19034
(215) 653-7450
Attorneys for Plaintiff

File No. 05-12767

FILED *no CC*
m 11:54/201
SEP 22 2008 (610)

William A. Shaw
Prothonotary/Clerk of Courts

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

AFFIDAVIT UNDER PA. RCP RULE 3129

DLJ Mortgage Capital, Inc., Plaintiff in the above captioned mortgage foreclosure action, sets forth as of the date the praecipe for the Writ of Execution was filed, the following information concerning the real property located at Mine Street, Cooper Township, Clearfield County, Pennsylvania, was true and correct to the best of its knowledge, information and belief.

1. Name and address of each Owner and/or Reputed Owner:

James M. Zelenky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

Romma Y. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

2. Name and address of each Defendant named in the judgment:

James M. Zelenky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

Romma Y. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

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

Clearfield County Tax Claim Bureau
230 East Market Street
Clearfield, PA 16830

Cooper Township Municipal Authority
P.O. Box 446
Winburne, PA 16879

Nila L. Force, Tax Collector
583 Johnson Road
Grassflat, PA 16839

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

DLJ Mortgage Capital, Inc., Plaintiff
c/o Select Portfolio Servicing, Inc.
3815 South West Temple
Salt Lake City, UT 84115

Richard E. Weber
109 Griffith Lane
Pleasant Gap, PA 16823

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

None

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

None.

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

Tenant/Occupant
Mine Street
Dritfing, PA 16834

Clearfield County Domestic Relations
230 E Market St Ste 300
Clearfield PA 1683

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

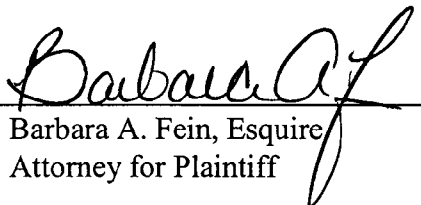
Commonwealth of PA,
Dept. of Revenue
Bureau of Compliance
Attn: Sheriff's Sale Section
PO Box 218230
Harrisburg, PA 17128-1230

The Internal Revenue Service
Special Procedures Branch
Federated Investors Tower
Thirteenth Fl., Suite 1300
1001 Liberty Ave.
Pittsburgh, PA 15222

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

Date: September 19, 2008

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: 
Barbara A. Fein, Esquire
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

COURT OF COMMON PLEAS

v.

NO. 08-04-CD

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

**PRAECIPE TO ISSUE WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County, against James M. Zelenky and Romma Y. Zelensky, Defendant(s), and real property situated at Mine Street, Cooper Township, Clearfield County, Pennsylvania.

AMOUNT DUE

\$89,756.32

INTEREST calculated at the legal rate of 6% (per diem rate of \$14.75) from July 11, 2008 through the date on which the property is sold at Sheriff's Sale

SUBTOTAL

Prothonotary costs

135.00

COSTS TO BE ADDED


September 19, 2008

FILED
m 11:55 AM
SEP 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

1 cc to courts
w/prop desc,
to Sheriff

(62)


Barbara A. Fein, Esquire
Attorney I.D. No. 53002
425 Commerce Drive, Suite 100
Fort Washington, PA 19034
(215) 653-7450

ALL THAT CERTAIN LOT AND TRACT OF LAND SITUATE, LYING AND BEING IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD, AND COMMONWEALTH OF PENNSYLVANIA, BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON RAIL CORNER ON LINE NOW OR FORMERLY OF CLEARFIELD BITUMINOUS COAL CORP. AND NOW OR FORMERLY ON LINE OF MARY ANN JOSEFIK; THENCE ALONG LINE OF MARY ANN JOSEFIK NORTH 52 DEGREES 41' WEST A DISTANCE OF 311.85 FEET (95.052 METERS) TO AN IRON PIN CORNER ON LINE NOW OR FORMERLY OF MICHAEL AND MARY GOLDEN; THENCE ALONG LINE NOW OR FORMERLY OF MICHAEL AND MARY GOLDEN NORTH 5 DEGREES 23' EAST A DISTANCE OF 383.03 FEET (116.748 METERS) TO A CORNER; THENCE BY SAME NORTH 82 DEGREES 43' WEST A DISTANCE OF 133.96 FEET (40.831 METERS) TO A CORNER; THENCE STILL BY SAME NORTH 6 DEGREES 46' EAST A DISTANCE OF 219.95 FEET (67.041 METERS) TO AN OLD POST CORNER ON LINE NOW OR FORMERLY OF ROBERT ALLEN; THENCE ALONG LINE OF ROBERT ALLEN SOUTH 82 DEGREES 43' EAST A DISTANCE OF 396.00 FEET (120.70 METERS) TO A CORNER ON LINE NOW OR FORMERLY OF CLEARFIELD BITUNINOUS COAL CORP; THENCE ALONG LINE OF CLEARFIELD BITUNINOUS COAL CORP. SOUTH 5 DEGREES 23' WEST A DISTANCE OF 757.60 FEET (230.917 METERS) TO AN IRON RAIL CORNER, THE PLACE OF BEGINNING.

CONTAINING 4.79 ACRES (1.937 HECTARES), AS SHOWN ON SURVEY OF SHOPE SURVEYING COMPANY DATED SEPTEMBER 6, 1978.

EXCEPTING AND RESERVING, HOWEVER ALL COAL AND OTHER MINERALS TO JOHN G. REDDING AS SET FORTH IN THE LINE OF TITLE HERETO.

UNDER AND SUBJECT, NEVERTHELESS, TO ALL RESTRICTIONS, EASEMENTS, AND CONDITIONS OF RECORD.

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

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

Commonwealth of Pennsylvania
County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Real property situated at: Mine Street, within the Cooper Township, Clearfield County,
Tax Parcel Identification Number: 110-58-149
Current title holder(s): James M. Zelenky and Romma Y. Zelenky

AMOUNT DUE \$89,756.32

INTEREST calculated at the legal rate of 6% (per
diem rate of \$14.75) from July 11, 2008 through
the date on which the property is sold at Sheriff's Sale

SUBTOTAL

Plus costs as endorsed.

Prothonotary costs 135.00



Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated: 9/22/08

BY: _____
Deputy

(SEAL)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CCP No. 08-04-CD

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY and ROMMA Y. ZELENKY,
Defendant.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

REAL DEBT \$89,756.32

INTEREST calculated at the per diem
rate of \$14.75 from July 11, 2008
through the date on which the property
is sold at Sheriff's Sale.

\$

COSTS PAID:
PROTHY

\$ 135.00

SHERIFF

\$

STATUTORY

\$

COSTS DUE PROTHY

\$

PREMISES:

Mine Street

Cooper Township, Clearfield County PA

Barbara A. Fein

The Law Offices of Barbara A. Fein, P.C.
Attorneys for Plaintiff

425 Commerce Drive, Suite 100

Fort Washington, PA 19034

(215) 653-7450

ALL THAT CERTAIN LOT AND TRACT OF LAND SITUATE, LYING AND BEING IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD, AND COMMONWEALTH OF PENNSYLVANIA, BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON RAIL CORNER ON LINE NOW OR FORMERLY OF CLEARFIELD BITUMINOUS COAL CORP. AND NOW OR FORMERLY ON LINE OF MARY ANN JOSEFIK; THENCE ALONG LINE OF MARY ANN JOSEFIK NORTH 52 DEGREES 41' WEST A DISTANCE OF 311.85 FEET (95.052 METERS) TO AN IRON PIN CORNER ON LINE NOW OR FORMERLY OF MICHAEL AND MARY GOLDEN; THENCE ALONG LINE NOW OR FORMERLY OF MICHAEL AND MARY GOLDEN NORTH 5 DEGREES 23' EAST A DISTANCE OF 383.03 FEET (116.748 METERS) TO A CORNER; THENCE BY SAME NORTH 82 DEGREES 43' WEST A DISTANCE OF 133.96 FEET (40.831 METERS) TO A CORNER; THENCE STILL BY SAME NORTH 6 DEGREES 46' EAST A DISTANCE OF 219.95 FEET (67.041 METERS) TO AN OLD POST CORNER ON LINE NOW OR FORMERLY OF ROBERT ALLEN; THENCE ALONG LINE OF ROBERT ALLEN SOUTH 82 DEGREES 43' EAST A DISTANCE OF 396.00 FEET (120.70 METERS) TO A CORNER ON LINE NOW OR FORMERLY OF CLEARFIELD BITUNINOUS COAL CORP; THENCE ALONG LINE OF CLEARFIELD BITUNINOUS COAL CORP. SOUTH 5 DEGREES 23' WEST A DISTANCE OF 757.60 FEET (230.917 METERS) TO AN IRON RAIL CORNER, THE PLACE OF BEGINNING.

CONTAINING 4.79 ACRES (1.937 HECTARES), AS SHOWN ON SURVEY OF SHOPE SURVEYING COMPANY DATED SEPTEMBER 6, 1978.

EXCEPTING AND RESERVING, HOWEVER ALL COAL AND OTHER MINERALS TO JOHN G. REDDING AS SET FORTH IN THE LINE OF TITLE HERETO.

UNDER AND SUBJECT, NEVERTHELESS, TO ALL RESTRICTIONS, EASEMENTS, AND CONDITIONS OF RECORD.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103617
NO: 08-04-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DLJ MORTGAGE CAPITAL, INC.

VS.

DEFENDANT: JAMES M. ZELENKY and ROMMA Y. ZELENKY

SHERIFF RETURN

NOW, January 11, 2008 AT 9:50 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES M. ZELENKY DEFENDANT AT 148 MINI ST.,, DRIFTING, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROMMA SELENKY, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED
01:51:30
MAY 07 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103617
NO: 08-04-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DLJ MORTGAGE CAPITAL, INC.

vs.

DEFENDANT: JAMES M. ZELENKY and ROMMA Y. ZELENKY

SHERIFF RETURN

NOW, January 11, 2008 AT 9:50 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROMMA Y. ZELENKY DEFENDANT AT 148 MINI ST., DRIFTING, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ROMMA SELENKY, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103617
NO: 08-04-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DLJ MORTGAGE CAPITAL, INC.
vs.
DEFENDANT: JAMES M. ZELENKY and ROMMA Y. ZELENKY

SHERIFF RETURN

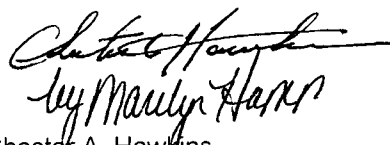
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	FEIN	55803	20.00
SHERIFF HAWKINS	FEIN	55803	68.44

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

THE LAW OFFICES OF BARBARA A. FEIN, P.C.
Barbara A. Fein, Esquire / I.D. No. 53002
Kristen D. Little, Esquire / I.D. No. 79992
Jacqueline F. McNally, Esq. / I.D. No. 201332
Suite 100, 425 Commerce Drive
Fort Washington, PA 19034
(215) 653-7450
Attorney for Plaintiff

File No. 05-12767

FILED *Att. pd. 20.00*
7/11:01/08
JUL 11 2008 *recd Notice to Def.*
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER
AND FOR ASSESSMENT OF DAMAGES

Kindly enter judgment for \$89,756.32 in favor of the Plaintiff, DLJ Mortgage Capital, Inc., and against the Defendants, James M. Zelenky and Romma Y. Zelensky, for failure to file an Answer to Plaintiff's Complaint in Mortgage Foreclosure within twenty (20) days from service thereof and assess Plaintiff's damages as follows and calculated from those set forth in the Complaint.

Principal balance of mortgage	\$67,838.51
Interest due and owing at the rate of 9.90% calculated from the default date through July 11, 2008	8,599.83
Late Charges due and owing under of the Note in accordance with the Mortgage Instrument	1,235.60
Escrow Advances made by Plaintiff Mortgagee on behalf of Defendant mortgage account	7,580.67
Non-Sufficient Fund Charges (NSF)	80.00
Other fees due and owing under the loan documents	1,237.56
Recoverable Corporate Advances	85.00
Suspense Balance	< 592.78 >
Court Costs and fees	300.00
Attorneys' fees	3,391.93

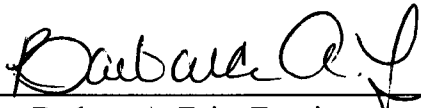
TOTAL IN REM JUDGMENT TO BE ENTERED

\$89,756.32

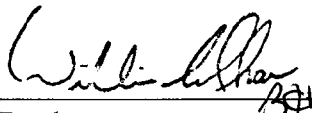
TOTAL IN REM JUDGMENT TO BE ENTERED

\$89,756.32

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: 
Barbara A. Fein, Esquire

AND NOW, judgment is entered in favor of the Plaintiff, DLJ Mortgage Capital, Inc. and against the Defendants, James M. Zelenky and Romma Y. Zelensky, and damages are assessed as above in the sum of \$89,756.32.

 7/11/08
Pro. Prothonotary

IN THE COURT OF COMMON PLEAS
FOR CLEARFIELD COUNTY, PENNSYLVANIA

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

NO. 08-04-CD

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: S.S. :
COUNTY OF MONTGOMERY :

The undersigned is an attorney licensed to practice law within the Commonwealth of Pennsylvania and is employed by The Law Offices of Barbara A. Fein, P.C., which Law Firm has filed its Entry of Appearance on behalf of the above referenced Plaintiff.

1. I am the attorney for the Plaintiff herein above named.
2. The instant matter is a residential mortgage foreclosure action.
3. Inquiry has been made to the U.S. Department of Defense as to the military status of these Defendants. through website: <https://www.dmdc.osd.mil/scra/owa/home>.
4. On information and belief, after reasonable investigation has been conducted, the named Defendants. are not incompetent, nor are they on active service with the U.S. Military.
5. This Affidavit is submitted in accordance with terms and provisions set forth under the Servicemembers Civil Relief Act, 50 U.S.C. Appx. §501, *et seq.*, and its controlling predecessor statute, The Soldiers and Sailors Civil Relief Act of 1940 (as amended).

Defendant : James M. Zelenky
Age : Over 18
Residence : P.O. Box 148, End of Mine Street, Drifting, PA 16834
Employment : Unknown

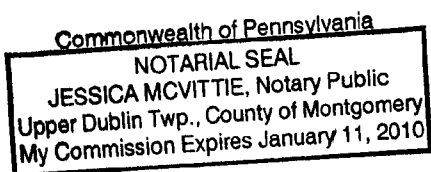
Defendant : Romma Y. Zelensky
Age : Over 18
Residence : P.O. Box 148, End of Mine Street, Drifting, PA 16834
Employment : Unknown

THE LAW OFFICES OF BARBARA A. FEIN,
P.C.

BY: Barbara A. Fein
Barbara A. Fein, Esquire
Attorney for the Plaintiff
Attorney I.D. No. 53002
425 Commerce Drive, Suite 100
Fort Washington, PA 19034
(215) 653-7450

Sworn to and subscribed
before me this July 10, 2008.

Jessica McVittie
Notary Public



THE LAW OFFICES OF BARBARA A. FEIN, P.C.
Barbara A. Fein, Esquire / I.D. No. 53002
Kristen D. Little, Esquire / I.D. No. 79992
Jacqueline F. McNally, Esquire / I.D. No. 201332
425 Commerce Drive, Suite 100
Fort Washington, PA 19034
(215) 653-7450
Attorneys for Plaintiff

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants..

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

CERTIFICATION OF MAILING OF NOTICE UNDER PA. RCP RULE 237.1

The undersigned hereby certifies that a written Notice of Intention to File a Praecipe for the Entry of Default Judgment was mailed to the Defendant(s) and/or to their legal counsel of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of the Praecipe. Said Notice was sent on the date set forth in the appended copy of the Notice, sent as stated.

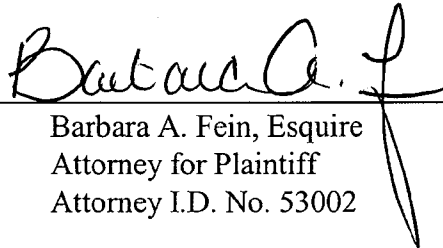
James M. Zelenky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

Romma Y. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

Dated: February 20, 2008

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY:


Barbara A. Fein, Esquire
Attorney for Plaintiff
Attorney I.D. No. 53002

237
Lm

USPS Form 3817, January 2001

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current

12707 23-1541

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From: THE LAW OFFICES OF
BARBARA A. FLIN
425 COMMERCE DRIVE
FORT WASHINGTON, PA 19034

James M. Zelenky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

12707 23-1541

PS Form 3817, January 2001

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.

THE LAW OFFICES OF BARBARA A. FEIN, P.C.
Barbara A. Fein, Esquire / I.D. No. 53002
Kristen D. Little, Esquire / I.D. No. 79992
Jacqueline F. McNally, Esquire / I.D. No. 201332
425 Commerce Drive, Suite 100
Fort Washington, PA 19034
(215) 653-7450
Attorneys for Plaintiff

File No. 05-12767

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

NOTICE OF INTENTION TO TAKE DEFAULT UNDER PA. RCP RULE 237.1

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights.

You should take this paper to your lawyer at once. If you do not have a Lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

Lawyer Referral Service
Pennsylvania Lawyer Referral Service
P.O. Box 186, Harrisburg, PA 17108
(800) 692-7375

NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este case. Al no tomar la accion debida dentro de un termino de diez (10) dias de la fecha de esta notificacion, el tribuna podra, sin necesidad de compararecer usted in corte o escuchar preuba alguna, dictar sentencia en su contra. Usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente. Si usted no tiene abogado o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir assitencia legal:

Lawyer Referral Service
Pennsylvania Lawyer Referral Service
P.O. Box 186, Harrisburg, PA 17108
(800) 692-7375

Date of Notice: February 20, 2008

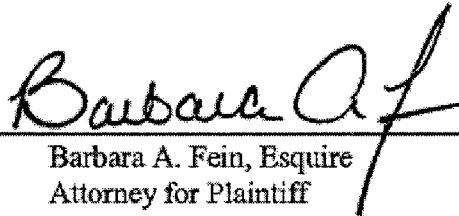
PERSONS SERVED:

James M. Zelenky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

Romma Y. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: _____


Barbara A. Fein, Esquire
Attorney for Plaintiff

Attorney I.D. No. 53002

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

File No. 05-12767

Barbara A. Fein, Esquire / I.D. No. 53002

Kristen D. Little, Esquire / I.D. No. 79992

Jacqueline F. McNally, Esq. / I.D. No. 201332

Suite 100, 425 Commerce Drive

Fort Washington, PA 19034

(215) 653-7450

Attorney for Plaintiff

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

CERTIFICATION OF ADDRESS

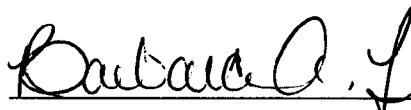
I, Barbara A. Fein, Esquire, Attorney for the Plaintiff, DLJ Mortgage Capital, Inc., hereby certify that the Plaintiff's correct address is c/o Select Portfolio Servicing, Inc., 3815 South West Temple, Salt Lake City, UT 84115, and the last known address of each Defendant is as below.

James M. Zelenky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

Romma Y. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY:


Barbara A. Fein, Esquire
Attorney for Plaintiff

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

File No. 05-12767

Barbara A. Fein, Esquire / I.D. No. 53002
Kristen D. Little, Esquire / I.D. No. 79992
Jacqueline F. McNally, Esq. / I.D. No. 201332
Suite 100, 425 Commerce Drive
Fort Washington, PA 19034
(215) 653-7450
Attorney for Plaintiff

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

CERTIFICATE OF SERVICE

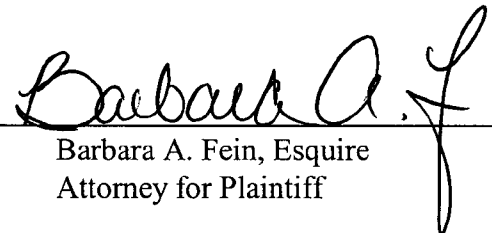
I, Barbara A. Fein, Esquire, Attorney for the Plaintiff, DLJ Mortgage Capital, Inc., hereby certify that I have served a true and correct copy of the appended mortgage foreclosure pleadings/papers upon the following parties at the last known address and/or upon an attorney of record, as noted:

James M. Zelenky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

Romma Y. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY:


Barbara A. Fein, Esquire
Attorney for Plaintiff

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
CLEARFIELD COUNTY COURT HOUSE
230 East Market Street
Clearfield, PA 16830

COPY

WILLIAM SHAW, PROTHONOTARY

TO: James M. Zelenky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

Romma Y. Zelensky
P.O. Box 148
End of Mine Street
Drifting, PA 16834

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

NO. 08-04-CD

NOTICE

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a judgment has been entered against you in the above captioned proceeding as indicated below.


WILLIAM SHAW, PROTHONOTARY

[XX] Judgment by Default Entered

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:
BARBARA A. FEIN, ESQUIRE AT (215) 653-7450.

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

DLJ Mortgage Capital, Inc.
Plaintiff(s)

No.: 2008-00004-CD

Real Debt: \$89,756.32

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James M. Zelenky
Romma Y. Zelenky
Defendant(s)

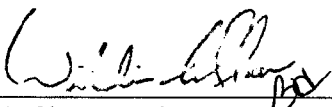
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 11, 2008

Expires: July 11, 2013

Certified from the record this 11th day of July, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

THE LAW OFFICES OF BARBARA A. FEIN, P.C.
Barbara A. Fein, Esquire / I.D. No. 53002
Kristen D. Little, Esquire / I.D. No. 79992
Jacqueline F. McNally, Esquire / I.D. No. 201332
Suite 100, 425 Commerce Drive
Fort Washington, PA 19034
(215) 653-7450
Attorney for Plaintiff

File No. 05-12767

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendant(s).

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

^S
FILED No CC.
m/11:34 am
NOV 24 2008
(LM)

William A. Shaw
Notary/Clerk of Courts

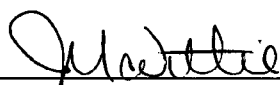
CERTIFICATION OF NOTICES OF SALE TO LIENHOLDERS

I, Jessica McVittie, Paralegal to Barbara A. Fein, Esquire, attorney for Plaintiff, hereby certify that upon information and belief, diligent efforts have been made to identify all persons/entities having mortgages, judgments, liens, or other interest in the subject premises of the foreclosure proceeding, and that such persons/entities have been sent Notices of Sheriff's Sale (attached hereto as Exhibit "A") and that said Notices were duly served upon them in accordance with Pennsylvania Rule of Civil Procedure Rule 3129. (Proof of mailing with a postmark date of November 20, 2008 is appended hereto and incorporated herein by reference as Exhibit "B").

I declare under penalty of perjury that the foregoing is true and correct.

November 21, 2008

THE LAW OFFICES OF BARBARA A. FEIN, P.C.


BY: Jessica McVittie, Paralegal
to Barbara A. Fein, Esquire
Attorney for Plaintiff

cc. Clearfield County Sheriff's Department

BARBARA A. FEIN
ATTORNEY-AT-LAW
SUITE 100, 425 COMMERCE DRIVE
FORT WASHINGTON, PA 19034
(215) 653-7450

FAX (215) 6543-7454

NOTICE OF CLEARFIELD COUNTY SHERIFF'S SALE

TO: All Parties in Interest and Claimants

OWNER(S): James M. Zelenky
Romma Y. Zelenky

PROPERTY: Mine Street, Cooper Township
n/k/a 121 Mini Street, Grassflat
Clearfield County, PA

Improvements:
Detached, One Story, Single
Family, Residential Dwelling

Clearfield County
CCP No. 08-04-CD

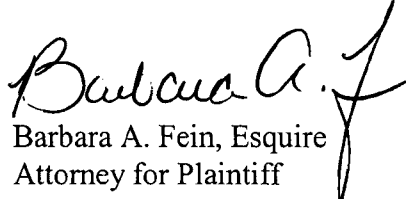
Please be advised that the above captioned property (and any improvements thereon) is scheduled to be sold by the Clearfield County Sheriff's Department on Friday, January 9, 2009 by the Clearfield County Sheriff's Department at 10:00AM at the office of the Sheriff, Clearfield County Court House, 1 North Second Street, Clearfield, PA 16380. This sale is scheduled pursuant to a judgment entered in the amount of \$89,756.32 in the Court of Common Pleas for Clearfield County.

Our records indicate that you may hold a mortgage or judgment on the property which may be extinguished (removed) by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after the sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule. You may call the Clearfield County Sheriff's Department at 814-765-2641 for the date on which the distribution schedule will be posted.

Sincerely,

THE LAW OFFICES OF BARBARA A. FEIN, P.C.


Barbara A. Fein, Esquire
Attorney for Plaintiff

Dated: 11-20-08

File No. 05-12767

EXHIBIT
"A"

ALL THAT CERTAIN LOT AND TRACT OF LAND SITUATE, LYING AND BEING IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD, AND COMMONWEALTH OF PENNSYLVANIA, BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON RAIL CORNER ON LINE NOW OR FORMERLY OF CLEARFIELD BITUMINOUS COAL CORP. AND NOW OR FORMERLY ON LINE OF MARY ANN JOSEFIK; THENCE ALONG LINE OF MARY ANN JOSEFIK NORTH 52 DEGREES 41' WEST A DISTANCE OF 311.85 FEET (95.052 METERS) TO AN IRON PIN CORNER ON LINE NOW OR FORMERLY OF MICHAEL AND MARY GOLDEN; THENCE ALONG LINE NOW OR FORMERLY OF MICHAEL AND MARY GOLDEN NORTH 5 DEGREES 23' EAST A DISTANCE OF 383.03 FEET (116.748 METERS) TO A CORNER; THENCE BY SAME NORTH 82 DEGREES 43' WEST A DISTANCE OF 133.96 FEET (40.831 METERS) TO A CORNER; THENCE STILL BY SAME NORTH 6 DEGREES 46' EAST A DISTANCE OF 219.95 FEET (67.041 METERS) TO AN OLD POST CORNER ON LINE NOW OR FORMERLY OF ROBERT ALLEN; THENCE ALONG LINE OF ROBERT ALLEN SOUTH 82 DEGREES 43' EAST A DISTANCE OF 396.00 FEET (120.70 METERS) TO A CORNER ON LINE NOW OR FORMERLY OF CLEARFIELD BITUMINOUS COAL CORP; THENCE ALONG LINE OF CLEARFIELD BITUMINOUS COAL CORP. SOUTH 5 DEGREES 23' WEST A DISTANCE OF 757.60 FEET (230.917 METERS) TO AN IRON RAIL CORNER, THE PLACE OF BEGINNING.

CONTAINING 4.79 ACRES (1.937 HECTARES), AS SHOWN ON SURVEY OF SHOPE SURVEYING COMPANY DATED SEPTEMBER 6, 1978.

EXCEPTING AND RESERVING, HOWEVER ALL COAL AND OTHER MINERALS TO JOHN G. REDDING AS SET FORTH IN THE LINE OF TITLE HERETO.

UNDER AND SUBJECT, NEVERTHELESS, TO ALL RESTRICTIONS, EASEMENTS, AND CONDITIONS OF RECORD.

NAME AND ADDRESS OF SENDER
The Law Offices of Barbara A. Fein, P.C.
425 Commerce Drive, Suite 100
Fort Washington, PA 19034

Indicate type of mail Registered
☐ Insured
☐ C.O.D.
☐ Certified ☐ Express Mail

Check appropriate block for Registered Mail:
☐ With Postal Insurance
☐ Without Postal Insurance

JMCV 1 / 2 ZELENKY 05-12767
Affix stamps here if issued as certificate of mailing or for additional copies of this bill.
POSTMARK AND DATE OF RECEIPT

Line	Number of Article	Name of Addressee, Street, and Post-Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If C.O.D.	R.R. Fee	S.D. Fee	S.H. Fee	Rest. Def. Fee
1		Clearfield County Tax Claim Bureau 230 East Market Street Clearfield, PA 16830	.42	.40								
2		Cooper Township Municipal Authority P.O. Box 446 Winburne, PA 16879	.42	.40								
3		Nila L. Force, Tax Collector 583 Johnson Road Grassflat, PA 16839	.42	.40								
4		Richard E. Weber 109 Griffith Lane Pleasant Gap, PA 16823	.42	.40								
5		Tenant/Occupant P.O. Box 148 Drifting, PA 16834	.42	.40								
6		Tenant/Occupant 121 Mini Street Grassflat, PA 16839	.42	.40								
7.		Clearfield County Domestic Relations 230 E Market St Ste 300 Clearfield PA 1683	.42	.40								
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	POSTMASTER, PER (Name of receiving employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for Registered Mail, \$400 for COD and \$400 for Insured Mail. Special handling charges apply on to Third- and Fourth-Class parcels. Special delivery service also includes special handling service.							

FORM MUST BE COMPLETED BY TYPEWRITER, INC OR BALL POINT PEN

* U.S. Government Printing Office 1983-396-297

EXHIBIT "B"

NAME AND ADDRESS OF SENDER

The Law Offices of Barbara A. Fein, P.C.
425 Commerce Drive, Suite 100
Fort Washington, PA 19034

Indicate type of mail Registered

☐ Insured
☐ C.O.D.
☐ Certified ☐ Express Mail

Check appropriate block for Registered Mail:

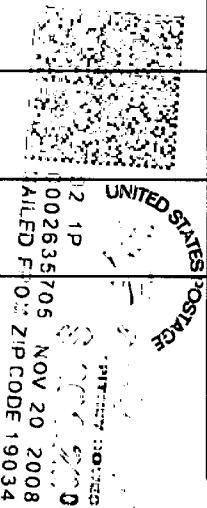
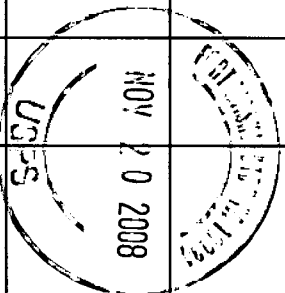
☐ With Postal Insurance
☐ Without Postal Insurance

JMCV 2 / 2 ZELENY 05-12767

Affix stamps here if issued as certificate of mailing or for additional copies of this bill.

POSTMARK AND DATE OF RECEIPT

Line	Number of Article	Name of Addressee, Street, and Post-Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If C.O.D.	R.R. Fee	S.D. Fee	S.H. Fee	Rest. Def. Fee
1		Commonwealth of Pennsylvania Department of Public Welfare P.O. Box 2675 Harrisburg, PA 17105	.42	.40								
2		Commonwealth of PA, Dept. of Revenue Bureau of Compliance Attn: Sheriff's Sale Section PO Box 218230 Harrisburg, PA 17128-1230	.42	.40								
3		The Internal Revenue Service Special Procedures Branch Federated Investors Tower Thirteenth Fl., Suite 1300 1001 Liberty Ave. Pittsburgh, PA 15222	.42	.40								
4												
5												
6												



Total Number of Pieces Listed by Sender

3

Total Number of Pieces Received at Post Office

3

POSTMASTER, PER (Name of receiving employee)

WTH

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for Registered Mail, \$400 for COD and \$400 for Insured Mail. Special handling charges apply on to Third- and Fourth-Class parcels. Special delivery service also includes special handling service.

FORM MUST BE COMPLETED BY TYPEWRITER, INC OR BALL POINT PEN

* U.S. Government Printing Office 1983-396-297

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20856
NO: 08-04-CD

PLAINTIFF: DLJ MORTGAGE CAPITAL, INC.
vs.
DEFENDANT: JAMES M. ZELENKY AND ROMMA Y. ZELENKY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/22/2008

LEVY TAKEN 10/17/2008 @ 2:18 PM

POSTED 10/17/2008 @ 2:18 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/20/2009

DATE DEED FILED **NOT SOLD**

FILED
01915 201
MAR 20 2009
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

10/17/2008 @ 2:17 PM SERVED JAMES M. ZELENKY

SERVED JAMES M. ZELENKY, DEFENDANT, AT HIS RESIDENCE 121 MINI STREET, GRASSFLAT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROMMA ZELENKY, WIFE/CO-DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

10/17/2008 @ 2:18 PM SERVED ROMMA Y. ZELENKY

SERVED ROMMA Y. ZELENKY, DEFENDANT, AT HER RESIDENCE 121 MINI STREET, GRASSFALT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROMMA Y. ZELENKY

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, DECEMBER 4, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JANUARY 9, 2009 TO FEBRUARY 6, 2009.

@ SERVED

NOW, FEBRUARY 5, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR FEBRUARY 6, 2009.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20856
NO: 08-04-CD

PLAINTIFF: DLJ MORTGAGE CAPITAL, INC.

VS.

DEFENDANT: JAMES M. ZELENKY AND ROMMA Y. ZELENKY


Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$241.94

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,


By Cynthia Butler, Clerk
Chester A. Hawkins
Sheriff

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

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

Commonwealth of Pennsylvania
County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

Real property situated at: Mine Street, within the Cooper Township, Clearfield County,
Tax Parcel Identification Number: 110-58-149
Current title holder(s): James M. Zelenky and Romma Y. Zelenky

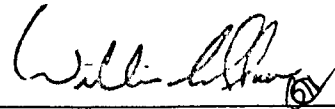
AMOUNT DUE \$89,756.32

INTEREST calculated at the legal rate of 6% (per
diem rate of \$14.75) from July 11, 2008 through
the date on which the property is sold at Sheriff's Sale

SUBTOTAL

Prothonotary costs 135.00

Plus costs as endorsed.



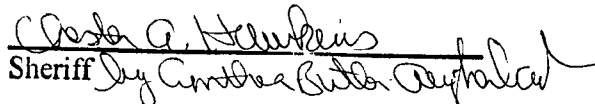
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated: 9/22/08

(SEAL)

Received this writ this 22nd day
of September A.D. 2008
At 3:00 A.M./P.M.

Deputy


Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CCP No. 08-04-CD

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY and ROMMA Y. ZELENKY,
Defendant.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

REAL DEBT \$89,756.32

INTEREST calculated at the per diem
rate of \$14.75 from July 11, 2008
through the date on which the property
is sold at Sheriff's Sale.

\$

COSTS PAID:
PROTHY

\$ 135.00

SHERIFF

\$

STATUTORY

\$

COSTS DUE PROTHY

\$

PREMISES:
Mine Street

Cooper Township, Clearfield County PA

Barbara A. Fein

The Law Offices of Barbara A. Fein, P.C.
Attorneys for Plaintiff

425 Commerce Drive, Suite 100
Fort Washington, PA 19034
(215) 653-7450

ALL THAT CERTAIN LOT AND TRACT OF LAND SITUATE, LYING AND BEING IN THE TOWNSHIP OF COOPER, COUNTY OF CLEARFIELD, AND COMMONWEALTH OF PENNSYLVANIA, BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON RAIL CORNER ON LINE NOW OR FORMERLY OF CLEARFIELD BITUMINOUS COAL CORP. AND NOW OR FORMERLY ON LINE OF MARY ANN JOSEFIK; THENCE ALONG LINE OF MARY ANN JOSEFIK NORTH 52 DEGREES 41' WEST A DISTANCE OF 311.85 FEET (95.052 METERS) TO AN IRON PIN CORNER ON LINE NOW OR FORMERLY OF MICHAEL AND MARY GOLDEN; THENCE ALONG LINE NOW OR FORMERLY OF MICHAEL AND MARY GOLDEN NORTH 5 DEGREES 23' EAST A DISTANCE OF 383.03 FEET (116.748 METERS) TO A CORNER; THENCE BY SAME NORTH 82 DEGREES 43' WEST A DISTANCE OF 133.96 FEET (40.831 METERS) TO A CORNER; THENCE STILL BY SAME NORTH 6 DEGREES 46' EAST A DISTANCE OF 219.95 FEET (67.041 METERS) TO AN OLD POST CORNER ON LINE NOW OR FORMERLY OF ROBERT ALLEN; THENCE ALONG LINE OF ROBERT ALLEN SOUTH 82 DEGREES 43' EAST A DISTANCE OF 396.00 FEET (120.70 METERS) TO A CORNER ON LINE NOW OR FORMERLY OF CLEARFIELD BITUNINOUS COAL CORP; THENCE ALONG LINE OF CLEARFIELD BITUNINOUS COAL CORP. SOUTH 5 DEGREES 23' WEST A DISTANCE OF 757.60 FEET (230.917 METERS) TO AN IRON RAIL CORNER, THE PLACE OF BEGINNING.

CONTAINING 4.79 ACRES (1.937 HECTARES), AS SHOWN ON SURVEY OF SHOPE SURVEYING COMPANY DATED SEPTEMBER 6, 1978.

EXCEPTING AND RESERVING, HOWEVER ALL COAL AND OTHER MINERALS TO JOHN G. REDDING AS SET FORTH IN THE LINE OF TITLE HERETO.

UNDER AND SUBJECT, NEVERTHELESS, TO ALL RESTRICTIONS, EASEMENTS, AND CONDITIONS OF RECORD.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JAMES M. ZELENKY

NO. 08-04-CD

NOW, March 20, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on February 06, 2009, I exposed the within described real estate of James M. Zelenky And Romma Y. Zelenky to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	25.74
LEVY	15.00
MILEAGE	25.74
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.46
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$241.94

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	89,756.32
INTEREST @ 14.7500	3,097.50
FROM 07/11/2008 TO 02/06/2009	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$92,893.82

COSTS:

ADVERTISING	448.75
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	241.94
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$951.69

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

CHESTER A. HAWKINS, Sheriff

THE LAW OFFICES OF
BARBARA A. FEIN, P.C.

425 Commerce Drive, Suite 100
Fort Washington, PA 19034

Barbara A. Fein, Esquire
Kristen D. Little, Esquire
Jacqueline F. McNally, Esquire

Phone: (215) 653-7450
Fax: (215) 653-7454

*Members of Pennsylvania
and New Jersey Bars*

Direct E-mail: JessicaM@lobaf.com
Direct Phone Ext. 121

NEW JERSEY OFFICE

20000 Horizon Way, Suite 900
Mount Laurel, NJ 08054-4318

Phone: (856) 596-5552
Fax: (856) 596-5589

File No. 05-12767

December 4, 2008

Clearfield County Sheriff's Department
ATTN: Real Estate Division
VIA FAX (814) 765-5915

RE: DLJ Mortgage Capital, Inc. v. James M. Zelenky and Romma Y. Zelenky
Clearfield County Court of Common Pleas No. 08-04-CD
Property Located at Mine Street n/k/a 121 Mini Street, Glassflat, Cooper Township

Dear Sir/Madam:

This Law Firm represents the Plaintiff in the above entitled Mortgage Foreclosure with Sheriff's Sale initially scheduled for January 9, 2009.

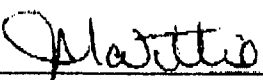
In accordance with Pa. R.C.P. Rule 3129.2 (as amended for 2007), this letter serves as Plaintiff's *first of two permitted postponements up to 130 days from the initial sale date's scheduling.*

Kindly continue and announce that this Sheriff's Sale is being postponed from January 9, 2009 to February 6, 2009.

If you have any questions, please do not hesitate to call

Sincerely,

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: 
Jessica McVittie, Paralegal to
Barbara A. Fein, Esquire

THE LAW OFFICES OF
BARBARA A. FEIN, P.C.

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Fort Washington, PA 19034

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NEW JERSEY OFFICE

20000 Horizon Way, Suite 900
Mount Laurel, NJ 08054-4318

Phone: (856) 596-5552
Fax: (856) 596-5589

File No. 05-12767

February 5, 2009

Clearfield County Sheriff's Department
ATTN: Cindy / Real Estate Division
VIA FAX (814) 765-5915

Re: DLI Mortgage Capital, Inc.
v. James M. Zelenky and Romma Y. Zelenky
Clearfield County CCP Docket No. 08-04-CD
121 Mini Street, Glassflat, Cooper Township, PA

Dear Cindy:

Kindly stay the above referenced Sheriff's Sale scheduled for February 6, 2009 and announce same at the sale. Please be advised that Plaintiff has received no funds in this matter. Thank you for your assistance. If you have any questions, please do not hesitate to call.

Sincerely,

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY:



Jessica McVittie, Paralegal to
Barbara A. Fein, Esquire

THE LAW OFFICES OF BARBARA A. FEIN, P.C.
Barbara A. Fein, Esquire / I.D. No. 53002
Kristen D. Little, Esquire / I.D. No. 79992
425 Commerce Drive, Suite 100
Fort Washington, PA 19034
Phone (215) 653-7450 / Fax (215) 653-7454
Email: generalinfo@lobaf.com
Attorneys for Plaintiff

File No. 05-12767

DLJ MORTGAGE CAPITAL, INC.,
Plaintiff,

v.

JAMES M. ZELENKY
and ROMMA Y. ZELENKY,
Defendants.

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO. 08-04-CD

FILED ICC Atty
m/10:37am Fein
JUN 20 2012
William A. Shaw
Prothonotary/Clerk of Courts

**PRAECIPE TO WITHDRAW / VACATE JUDGMENT
AND TO SETTLE, DISCONTINUE, AND END**

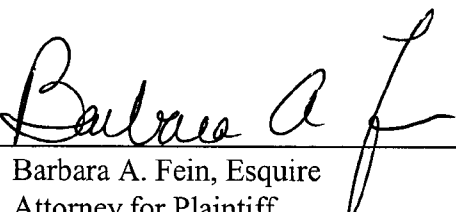
TO THE PROTHONOTARY:

Kindly withdraw / vacate the judgment entered in the above captioned mortgage foreclosure action. Then please mark the matter settled, discontinued and ended without prejudice to Plaintiff.

June 12, 2012

THE LAW OFFICES OF BARBARA A. FEIN, P.C.

BY: _____


Barbara A. Fein, Esquire
Attorney for Plaintiff
Attorney I.D. No. 53002