

08-05-CD

Beal Bank SSB vs Karen Wallace et al

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 – MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1322

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

BEAL BANK SSB

7105 Corporate Drive

PTX B-35

Plano, TX 75024-3632

*Plaintiff*

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE

**Mortgagors and Real Owners**

306 Clearfield Street

Wallaceton, PA 16876

*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 08-05-CD

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

NOTICE

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

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

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

**FILED** Atty pd. 95.00  
m/10/08  
JAN 03 2008 ICC Sheriff  
ICC Atty  
William A. Shaw  
Prothonotary/Clerk of Courts

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

A V I S O

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

Feb 14, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service

William A. Shaw  
Deputy Prothonotary

OK

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

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

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

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

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at 800-641-4978 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 59719FC.

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

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

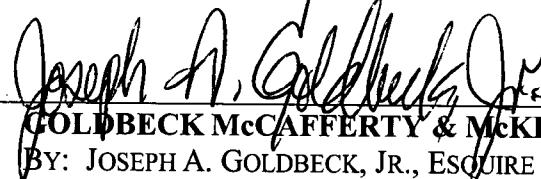
**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff is BEAL BANK SSB, 7105 Corporate Drive, PTX B-35 Plano, TX 75024-3632.
2. The names and addresses of the Defendants are KAREN L. WALLACE a/k/a KAREN WALLACE, 306 Clearfield Street, Wallaceton, PA 16876 and RICKY L. WALLACE a/k/a RICKY LEE WALLACE, 306 Clearfield Street, Wallaceton, PA 16876, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 28, 2001 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200113901. The mortgage has been assigned to: BEAL BANK SSB by assignment of Mortgage November 23, 2002 and recorded on January 13, 2003 as Instrument # 200300509. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for August 01, 2007 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$38,757.12
Interest from 07/01/2007 through 12/10/2007 at 12.2500% .....	\$2,119.00
Per Diem interest rate at \$13.00	
Reasonable Attorney's Fee .....	\$2,000.00
Late Charges from 08/01/2007 to 12/10/2007 .....	\$120.29
Monthly late charge amount at \$24.06	
Costs of suit and Title Search .....	\$900.00
Monthly Escrow amount \$128.90	
	<hr/>
	<b>\$43,896.41</b>

7. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$43,896.41, together with interest at the rate of \$13.00, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 12/31/07

  
Keri Selman  
KERI SELMAN, ASSISTANT VICE PRESIDENT

306 Clearfield Street Wallaceton, PA 16876 - KAREN L. WALLACE a/k/a KAREN WALLACE and RICKY L. WALLACE a/k/a RICKY LEE WALLACE

# *Exhibit A*

Time: 8:42:46 AM

Date: 8/17/01

Order Number: 000045127  
 Re: RICKY L. WALLACE  
 KAREN L. WALLACE

CLEARFIELD STREET  
 WALLACETON, PA 16876  
 CLEARFIELD County

## EXHIBIT 'A'

ALL that certain lot or piece of ground situate in the Borough of Wallacetton, County of Clearfield and State of Pennsylvania, bounded and described as follows:  
 FRONTING 60 feet on Clearfield Street and extending backwards 200 feet to an alley, having an alley for its Southern boundary and for its Northern boundary Lot #42, being known in the plan of said Borough as Lot #41.  
 Parcel #19-010-374-33 Tax #0-07309  
 Deed Book: 199911722

Mail to:  
 Alliance Funding  
 One Franklin Rd  
 Orangeburg  
 New York

10962

Alliance Funding  
 Mortgagor

Make Note \_\_\_\_\_ Fee \$ \_\_\_\_\_

Note made by \_\_\_\_\_

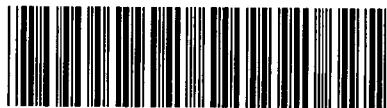
# *Exhibit B*



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

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

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



2205349837

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

|||||  
Ricky L Wallace  
306 Clearfield Street  
Wallacetown, PA 16876-0142

071002-BLQPA1





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

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

October 2, 2007

Ricky L Wallace  
306 Clearfield Street  
Wallaceton, PA 16876-0142

**Account No.: 41741139**  
**Property Address:**  
306 Clearfield Street  
Wallaceton, PA 16876

**Current Servicer:**  
Countrywide Home Loans Servicing LP

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

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

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

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

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

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

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

**HOMEOWNER'S NAME(S):  
PROPERTY ADDRESS:**

**Ricky L Wallace  
306 Clearfield Street  
Wallaceton, PA 16876**

LOAN ACCT. NO.:

Wallace 41741139

41741135

**HOMEOWNERS INSURANCE FROM MORTGAGE GUARD**

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

**This communication is from a debt collector.  
Please write your account number on all checks and correspondence.**

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

**Countrywide**  
PO BOX 660694  
Dallas, TX 75266-0694

848 Surface Water Quality CLASSIFICATION

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

21/08/2019

### Additional Principal

Additional  
Escrow

Check  
Total



041741139400000197704000197704

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

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

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

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

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

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

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

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

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

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

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

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

306 Clearfield Street Wallaceton, PA 16876

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Charges:</u>	08/01/2007	\$1,830.48
<u>Late Charges:</u>	08/01/2007	\$48.12
<u>Other Late Charges</u>	Total Late Charges:	\$95.78
	Uncollected Costs:	\$92.50
	Partial Payment Balance:	(\$89.84)
	<b>TOTAL DUE:</b>	<b>\$1,977.04</b>

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

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,977.04, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

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

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: **41741133**  
Ricky L. Wallace E-mail address

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

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

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

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<i>Countrywide Home Loans Servicing LP</i>
<b>Address:</b>	<i>P. O. Box 660694 Dallas, TX 75266-0694</i>
<b>Phone Number:</b>	<i>1-800-669-0102</i>
<b>Fax Number:</b>	<i>1-805-577-3432</i>
<b>Contact Person:</b>	<i>MS PTX-36</i>
	<i>Attention: Loan Counselor</i>

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your



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

If you are unable to cure the default on or before November 1, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least ½ of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by November 1, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-0102.

#### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

##### **CLEARFIELD COUNTY**

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

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

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

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

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

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



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

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

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



2205349838

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

||||||||||||||||||||||||||||  
Karen L Wallace  
306 Clearfield Street  
Wallacetown, PA 16876-0142

071002-BLQPA1





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

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

October 2, 2007

Karen L Wallace  
306 Clearfield Street  
Wallaceton, PA 16876-0142

Account No.: 41741139  
Property Address:  
306 Clearfield Street  
Wallaceton, PA 16876  
Current Servicer:  
Countrywide Home Loans Servicing LP

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

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

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

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

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

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

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

HOMEOWNER'S NAME(S):  
PROPERTY ADDRESS:

Karen L Wallace  
306 Clearfield Street  
Wallaceton, PA 16876

LOAN ACCT. NO.:

41741139

ORIGINAL LENDER:

CURRENT LENDER/SERVICER:

Countrywide Home Loans Servicing LP

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

This communication is from a debt collector.

Please write your account number on all checks and correspondence.

We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Account Number: 417411394

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (if total is more than \$5,000, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Countrywide  
PO BOX 660694  
Dallas, TX 75266-0694

Balance Due for charges listed above: \$1,977.04 as of 10/02/2007.

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

BLOPA1

Additional  
Principal

Additional  
Escrow

Other

Check  
Total



041741139400000197704000197704

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-five (35) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY-FIVE (35) DAYS.** **IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE.** **THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty-five (35) 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-five (35) 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.)**

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

306 Clearfield Street Wallacetton, PA 16876

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Charges:</u>	08/01/2007	\$1,830.48
<u>Late Charges:</u>	08/01/2007	\$48.12
<u>Other Late Charges</u>	Total Late Charges:	\$95.76
	Uncollected Costs:	\$92.50
	Partial Payment Balance:	(\$89.84)
	<b>TOTAL DUE:</b>	<b>\$1,977.04</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-FIVE (35) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,977.04, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY-FIVE (35) DAY PERIOD.**

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: 41741138  
Karen L Wallace E-mail address

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

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

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

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

You can cure any other default by taking the following action within THIRTY-FIVE (35) DAYS of the date of this letter. (Do not use if not applicable)

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY-FIVE (35) 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-FIVE (35) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY-FIVE (35) DAY period, you will not be required to pay attorney's fees.**

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY-FIVE (35) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

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

**HOW TO CONTACT THE LENDER:**

<u>Name of Lender:</u>	<i>Countrywide Home Loans Servicing LP</i>
<u>Address:</u>	<i>P. O. Box 660694 Dallas, TX 75266-0694</i>
<u>Phone Number:</u>	<i>1-800-669-0102</i>
<u>Fax Number:</u>	<i>1-805-577-3432</i>
<u>Contact Person:</u>	<i>MS PTX-36</i>
	<i>Attention: Loan Counselor</i>

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.



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

If you are unable to cure the default on or before November 6, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

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

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by November 6, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-0102.

#### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

##### **CLEARFIELD COUNTY**

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

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

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

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

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

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

GOLDBECK McCAFFERTY &  
McKEEVER  
BY: MICHAEL T. MCKEEVER  
ATTORNEY I.D. #56129  
SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

---

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 08-05-CD

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

By:

Michael T. McKeever

GOLDBECK McCAFFERTY & MCKEEVER  
MICHAEL T. MCKEEVER, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED Atty pd. 7:00  
M 1/10/08 2008 NOCC  
FEB 14 2008

1 Compl. Reinstated  
William A. Shaw  
Prothonotary/Clerk of Courts to Atty

2 Complaints  
Reinstated to  
Sheriff

(GK)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103618  
NO: 08-05-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BEAL BANK SSB

VS.

DEFENDANT: KAREN L. WALLACE aka KAREN WALLACE and RICKY L. WALLACE aka RICKY LEE WALLACE

**SHERIFF RETURN**

NOW, January 11, 2008 AT 11:00 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KAREN L. WALLACE aka KAREN WALLACE DEFENDANT AT 306 CLEARFIELD ST., WALLACETON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICK WALLACE, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

1st  
Service

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	320965	10.00
SHERIFF HAWKINS	GOLDBECK	320965	28.10

Sworn to Before Me This

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

So Answers,

FILED  
01/15/08  
MAY 07 2008  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

*Chester A. Hawkins  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103768  
NO: 08-05-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BEAL BANK, SSB

vs.

DEFENDANT: KAREN L. WALLACE aka KAREN WALLACE and RICKY L. WALLACE aka RICKY LEE WALLACE

**SHERIFF RETURN**

NOW, March 04, 2008 AT 10:08 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RICKY L. WALLACE aka RICKY LEE WALLACE DEFENDANT AT 306 CLEARFIELD ST., WALLACETON, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RICKY L. WALLACE AKA, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

2<sup>nd</sup>  
Service

**FILED**  
MAY 07 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	326228	10.00
SHERIFF HAWKINS	GOLDBECK	326228	29.20

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Haux*  
Chester A. Hawkins  
Sheriff

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR.

ATTORNEY I.D. #16132

SUITE 5000 - MELLON INDEPENDENCE CENTER

701 MARKET STREET

PHILADELPHIA, PA 19106

(215) 627-1522

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

BEAL BANK SSB

7105 Corporate Drive

PTX B-35

Plano, TX 75024-3632

*Plaintiff*

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
**Mortgagors and Real Owners**  
306 Clearfield Street  
Wallaceton, PA 16876

*Defendants*

NOTICE

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

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

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

PENNSYLVANIA BAR ASSOCIATION

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

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

KEYSTONE LEGAL SERVICES

211 1/2 E. Locust Street

Clearfield, PA 16830

814-765-9646

JAN 03 2008

Attest.

*William L. Hoen*  
Prothonotary/  
Clerk of Courts

A V I S O

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

*214108*  
Document  
Reinstated/~~Reinforced~~ to Sheriff/Attorney  
for service.

*William L. Hoen*  
Prothonotary

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

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

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

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

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 800-692-7375 or 814-765-9646.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Call the Plaintiff (your lender) at 800-641-4978 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 5). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 59719FC.

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

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

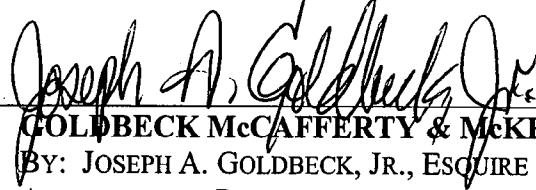
**COMPLAINT IN MORTGAGE FORECLOSURE**

- ATTORNEY COPY**
- I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**
1. Plaintiff is BEAL BANK SSB 101 Corporate Drive, PTX B-1000, P.O. Box 75024-3632.
2. The names and addresses of the Defendants are KAREN L. WALLACE and KAREN WALLACE, 306 Clearfield Street, Wallacetown, PA 16876 and RICKY L. WALLACE a/k/a RICKY LEE WALLACE, 306 Clearfield Street, Wallacetown, PA 16876, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On August 28, 2001 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to ALLIANCE FUNDING, A DIVISION OF SUPERIOR BANK FSB, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200113901. The mortgage has been assigned to: BEAL BANK SSB by assignment of Mortgage November 23, 2002 and recorded on January 13, 2003 as Instrument # 200300509. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for August 01, 2007 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$38,757.12
Interest from 07/01/2007 through 12/10/2007 at 12.2500% .....	\$2,119.00
Per Diem interest rate at \$13.00	
Reasonable Attorney's Fee .....	\$2,000.00
Late Charges from 08/01/2007 to 12/10/2007 .....	\$120.29
Monthly late charge amount at \$24.06	
Costs of suit and Title Search .....	\$900.00
Monthly Escrow amount \$128.90	
	<hr/>
	\$43,896.41

7. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
8. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$43,896.41, together with interest at the rate of \$13.00, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By: 

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: JOSEPH A. GOLDBECK, JR., ESQUIRE

ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: 12/31/07

  
Keri Selman

KERI SELMAN, ASSISTANT VICE PRESIDENT

306 Clearfield Street Wallaceton, PA 16876 - KAREN L. WALLACE a/k/a KAREN WALLACE and RICKY L. WALLACE a/k/a RICKY LEE WALLACE

# *Exhibit A*

Date: 8/17/01

Time: 8:42:46 AM

Order Number: 000045127  
 Re: RICKY L. WALLACE  
 KAREN L. WALLACE

CLEARFIELD STREET  
 WALLACETON, PA 16876  
 CLEARFIELD County

## EXHIBIT 'A'

ALL that certain lot or piece of ground situate in the Borough of Wallacetton, County of Clearfield and State of Pennsylvania, bounded and described as follows:  
 FRONTING 60 feet on Clearfield Street and extending backwards 200 feet to an alley, having an alley for its Southern boundary and for its Northern boundary Lot #42, being known in the plan of said Borough as Lot #41.  
 Parcel #19-010-374-33 Tax #0-07309  
 Deed Book: 199911722

Mail to:  
 Alliance Funding  
 One Franklin Rd  
 Orangeburg  
 New York

10962

Alliance Funding  
 Mortgagee

Make Note \_\_\_\_\_ Fee \$ \_\_\_\_\_

Note made by \_\_\_\_\_

# *Exhibit B*



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

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

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



2205349837

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

Ricky L Wallace  
306 Clearfield Street  
Wallacetown, PA 16876-0142

071002-BLQPA1





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

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

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

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

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

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

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

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

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

306 Clearfield Street Wallacetton, PA 16876

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Charges:</u>	08/01/2007	\$1,830.48
<u>Late Charges:</u>	08/01/2007	\$48.12
<u>Other Late Charges</u>	Total Late Charges: Uncollected Costs: Partial Payment Balance:	\$95.78 \$92.50 (\$89.84)
	<b>TOTAL DUE:</b>	<b>\$1,977.04</b>

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

**HOW TO CURE THE DEFAULT** - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,977.04, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

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

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: 41741139  
Ricky L. Wallace E-mail address

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

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

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

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

<b>Name of Lender:</b>	<i>Countrywide Home Loans Servicing LP</i>
<b>Address:</b>	<i>P. O. Box 660694 Dallas, TX 75266-0694</i>
<b>Phone Number:</b>	<i>1-800-669-0102</i>
<b>Fax Number:</b>	<i>1-805-577-3432</i>
<b>Contact Person:</b>	<i>MS PTX-36</i>
	<i>Attention: Loan Counselor</i>

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your



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

If you are unable to cure the default on or before November 1, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

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

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by November 1, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-0102.

#### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

##### CLEARFIELD COUNTY

CCCS of Northeastern PA

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

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

CCCS of Western PA

219-A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

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

CCCS of Western PA

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

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



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

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

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



2205349838

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

|||||||  
Karen L Wallace  
306 Clearfield Street  
Wallacetown, PA 16876-0142

071002-BLQPA1





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

**TEMPORARY STAY OF FORECLOSURE** - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty-five (35) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY-FIVE (35) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty-five (35) 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-five (35) 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.)**

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306 Clearfield Street Wallaceton, PA 16876

IS SERIOUSLY IN DEFAULT because

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

<u>Monthly Charges:</u>	08/01/2007	\$1,830.48
<u>Late Charges:</u>	08/01/2007	\$48.12
<u>Other Late Charges</u>	Total Late Charges: Uncollected Costs: Partial Payment Balance:	\$95.78 \$92.50 (\$89.84)
	<b><u>TOTAL DUE:</u></b>	<b><u>\$1,977.04</u></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-FIVE (35) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,977.04, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY-FIVE (35) DAY PERIOD.**

E-mail use: Providing your e-mail address below will allow us to send you information on your account  
Account Number: 41741139  
Karen L. Wallace E-mail address

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

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

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

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

You can cure any other default by taking the following action within THIRTY-FIVE (35) DAYS of the date of this letter. (Do not use if not applicable)

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY-FIVE (35) 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-FIVE (35) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY-FIVE (35) DAY period, you will not be required to pay attorney's fees.

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY-FIVE (35) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

**HOW TO CONTACT THE LENDER:**

<u>Name of Lender:</u>	<i>Countrywide Home Loans Servicing LP</i>
<u>Address:</u>	<i>P. O. Box 660694 Dallas, TX 75266-0694</i>
<u>Phone Number:</u>	<i>1-800-669-0102</i>
<u>Fax Number:</u>	<i>1-805-577-3432</i>
<u>Contact Person:</u>	<i>MS PTX-36</i> <i>Attention: Loan Counselor</i>

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.



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

If you are unable to cure the default on or before November 6, 2007, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

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

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by November 6, 2007 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-0102.

#### CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

##### **CLEARFIELD COUNTY**

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

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

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

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

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

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

Date: 01/03/2008  
Time: 01:36 PM

Clearfield County Court of Common Pleas  
Receipt

NO. 1922068  
Page 1 of 1

Received of: Goldbeck, Joseph A. Jr. (attorney for Be \$ 95.00

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Ninety-Five and 00/100 Dollars

---

Case: 2008-00005-CD	Plaintiff: Beal Bank SSB vs. Karen L. Wal	Amount
Civil Complaint		95.00
Total:		95.00

Check: 320964

Payment Method: Check	William A. Shaw, Prothonotary/Clerk of Cou
Amount Tendered: 95.00	
Change Returned: 0.00	By: _____
Clerk: BHUDSON	Deputy Clerk

JA

**IN THE COURT OF COMMON PLEAS**  
**OF Clearfield COUNTY**

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*  
vs.

Term, No. 08-05-CD

KAREN L. WALLACE a/k/a KAREN WALLACE  
and RICKY L. WALLACE a/k/a RICKY LEE  
WALLACE Mortgagor(s) and Record Owner(s)

306 Clearfield Street  
Wallaceton, PA 16876

*Defendant(s)*

**FILED**

MAY 08 2008

0/4-106/2  
William A. Shaw  
Prothonotary/Clerk of Courts  
OK

CRIM to SHFR

ATTY

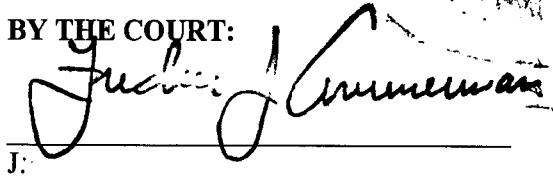
**ORDER**

And now, on this 8<sup>th</sup> day of May, 2008, upon

consideration of the Motion to Compel Sheriff to Process Return of Service of plaintiff, BEAL  
BANK SSB ("Plaintiff"), and any response thereto, it is hereby

**ORDERED and DECREED** that the Sheriff of Clearfield County shall (i) file the return  
of service with the Prothonotary, and (ii) send a copy of the return of service to Plaintiff's  
counsel within five (5) days of the date of this Order.

BY THE COURT:

  
J. Zimmerman

**GOLDBECK McCAFFERTY & McKEEVER**  
BY: DAVID FEIN, ESQUIRE  
Attorney I.D. #82628  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**ATTORNEY FOR PLAINTIFF**

**FILED**

**MAY 06 2008**  
**m 11-15(5)**

William A. Shaw  
Prothonotary/Clerk of Courts  
1 Court to

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*  
vs.

KAREN L. WALLACE a/k/a KAREN WALLACE and  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
**Mortgagor(s) and Record Owner(s)**

306 Clearfield Street  
Wallaceton, PA 16876

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

Term, No. 08-05-CD

**MOTION TO COMPEL SHERIFF TO PROCESS RETURN OF SERVICE**

Plaintiff, BEAL BANK SSB (“Plaintiff”), by and through its attorneys, Goldbeck McCafferty & McKeever, moves this Honorable Court for an Order to Compel the Sheriff of Clearfield County to process the return of service:

1. On January 03, 2008 Plaintiff filed its Complaint in Mortgage Foreclosure.
2. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon defendants, KAREN L. WALLACE a/k/a KAREN WALLACE and RICKY L. WALLACE a/k/a RICKY LEE WALLACE (“Defendants”)
3. To the best of Plaintiff’s knowledge, the Sheriff attempted service of the complaint.
4. Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added).

5. Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made.

6. It has been two (2) months, yet the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff.

7. The Sheriff is not in compliance with Rule 405.

8. The Sheriff's delay has caused prejudice to Plaintiff, as Plaintiff has been unable to continue with this lawsuit.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order compelling the Sheriff to process the return of service.

Respectfully submitted,

**GOLDBECK McCAFFERTY & McKEEVER**



---

David Fein, Esquire  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: DAVID FEIN, ESQUIRE

Attorney I.D. #82628

Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**ATTORNEY FOR PLAINTIFF**

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE and  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
**Mortgagor(s) and Record Owner(s)**

306 Clearfield Street  
Wallaceton, PA 16876

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

Term, No. 08-05-CD

**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF ITS  
MOTION TO COMPEL SHERIFF TO PROCESS RETURN OF SERVICE**

**I. FACTS**

On January 03, 2008, Plaintiff filed its Complaint in Mortgage Foreclosure. On that same day, Plaintiff requested that the Sheriff of Clearfield County serve the complaint upon Defendants. To the best of Plaintiff's knowledge, the Sheriff attempted service of the complaint.

**II. ARGUMENT**

Pursuant to Pa. R.C.P. No. 405(a), after service is attempted, the Sheriff shall make a return of service or a return of no service forthwith. (emphasis added). Pursuant to Rule 405(e), the return of service or of no service shall be filed with the Prothonotary and mailed to the person requesting service to be made. It has been two (2) months, yet the Sheriff has neither filed the return of service with the Prothonotary, nor mailed the return of service to Plaintiff. The Sheriff

is not in compliance with Rule 405.

**III. CONCLUSION**

The Sheriff's delay has caused prejudice to Plaintiff, as Plaintiff has been unable to continue with this lawsuit. Plaintiff therefore requests that this Honorable Court enter an Order compelling the Sheriff to process the return of service.

Respectfully submitted,

**GOLDBECK McCAFFERTY & MCKEEVER**



---

David Fein, Esquire  
Attorney for Plaintiff

**VERIFICATION**

David Fein, Esquire, hereby states that he is the attorney for Plaintiff herein, and that all of the facts set forth within the attached Motion are true and correct to the best of his knowledge, information and belief. The undersigned understands that the foregoing statements are made subject to the penalties of 18 P.S. Section 4904.

**GOLDBECK McCAFFERTY & McKEEVER**

By:

  
\_\_\_\_\_  
David Fein, Esquire  
Attorney for Plaintiff

**GOLDBECK McCAFFERTY & McKEEVER**

BY: DAVID FEIN, ESQUIRE

Attorney I.D. #82628

Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**ATTORNEY FOR PLAINTIFF**

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
and RICKY L. WALLACE a/k/a RICKY LEE  
WALLACE

**Mortgagor(s) and Record Owner(s)**

306 Clearfield Street  
Wallaceton, PA 16876

*Defendant(s)*

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

TERM, No. 08-05-CD

**CERTIFICATE OF SERVICE**

David Fein, Esquire, hereby certifies that on May 5, 2008 he did serve true and correct copies of the within Motion by first class mail, postage pre-paid upon the following:

KAREN L. WALLACE a/k/a KAREN WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876



David Fein, Esquire  
Attorney for Plaintiff

Date: May 5, 2008

PRAEICE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P 3180-3183

Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
**Mortgagor(s) and Record Owner(s)**  
306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

IN THE COURT OF COMMON PLEAS  
of Clearfield County  
CIVIL ACTION - LAW  
ACTION OF MORTGAGE FORECLOSURE  
No. 08-05-CD

**PRAECIPE FOR WRIT OF EXECUTION**

## TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$46,624.21

### Interest from

**05/10/2008** to Date of  
Sale at 12.2500%

(Costs to be added)

## Prothonotary costs

142.00

GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

FILED Atty pd. 20.00  
MAY 12 2008 1CC & 6 writs w/prop.  
cc. to Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

Term  
No. 08-05-CD  
**IN THE COURT OF COMMON PLEAS**

BEAL BANK SSB

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE and  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
(Mortgagor(s) and Record Owner(s))  
306 Clearfield Street  
Wallacetown, PA 16876

---

**PRAECIPE FOR WRIT OF EXECUTION**  
**(Mortgage Foreclosure)**

---

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-825-6320  
Attorney for Plaintiff

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE  
WALLACE  
**Mortgagor(s) and Record Owner(s)**

306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 08-05-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

BEAL BANK SSB, Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

306 Clearfield Street  
Wallaceton, PA 16876

1. Name and address of Owner(s) or Reputed Owner(s):

KAREN L. WALLACE a/k/a KAREN WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

2. Name and address of Defendant(s) in the judgment:

KAREN L. WALLACE a/k/a KAREN WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

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

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

GROVE ENERGY  
832 Sarah Street  
Osceola Mills, PA 16666

WALLACETON-BOGGS MUNICIPAL AUTHORITY  
P.O. Box 97  
West Decatur, PA 16878

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

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

BENEFICIAL CONSUMER DISCOUNT COMPANY  
961 WEIGEL DRIVE  
ELMHURST, IL 60126

BENEFICIAL CONSUMER DISCOUNT COMPANY  
P.O. BOX 9068  
BRANDON, FL 33509-9068

PENNSYLVANIA HOUSING FINANCE AGENCY  
211 North Front Street  
PO BOX 15057  
Harrisburg, PA 17101

BEAL BANK S.S.B  
6000 Legacy Drive  
Plano, TX 75024

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO.  
OF PENNSYLVANIA  
1996 South Atherton Street  
State College, PA 16801

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

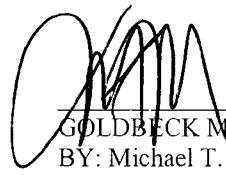
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
306 Clearfield Street  
Wallaceton, PA 16876

(attach separate sheet if more space is needed)

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

DATED: May 9, 2008



GOLDBECK McCAFFERTY & MCKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

ALL that certain lot or piece of ground situate in the Borough of Wallacetown, County of Clearfield and State of Pennsylvania, bounded and described as follows:

FRONTING 60 feet on Clearfield Street and extending backwards 200 feet to an alley, having an alley for its Southern boundary and for its Northern boundary Lot #42, being known in the Plan of said Borough as Lot #41.

TAX PARCEL #'s: 19-010-374-00033; 19-010-374-00033-TL

PROPERTY ADDRESS: 306 CLEARFIELD STREET, WALLACETON, PA 16876

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

*Copy*

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE  
WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

In the Court of Common Pleas of  
Clearfield County

No. 08-05-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

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

PREMISES: 306 Clearfield Street Wallaceton, PA 16876

See Exhibit "A" attached

AMOUNT DUE	\$46,624.21
------------	-------------

Interest From **05/10/2008**  
Through Date of Sale

(Costs to be added)

**Prothonotary costs** **142.00**

*Willie L. Shan*  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated: 5/12/08

Deputy \_\_\_\_\_

Term  
No. 08-05-CD

IN THE COURT OF COMMON PLEAS

BEAL BANK SSB

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE and  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE

Mortagon(s)

306 Clearfield Street Wallaceon, PA 16876

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$46,624.21
INTEREST from	\$ _____
COSTS PAID:	\$ 142.00
PROTHY	\$ _____
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL that certain lot or piece of ground situate in the Borough of Wallacetton, County of Clearfield and State of Pennsylvania, bounded and described as follows:

FRONTING 60 feet on Clearfield Street and extending backwards 200 feet to an alley, having an alley for its Southern boundary and for its Northern boundary Lot #42, being known in the Plan of said Borough as Lot #41.

TAX PARCEL #'s: 19-010-374-00033; 19-010-374-00033-TL

PROPERTY ADDRESS: 306 CLEARFIELD STREET, WALLACETON, PA 16876

In the Court of Common Pleas of Clearfield County

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
(Mortgagor(s) and Record Owner(s))  
306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

FILED *Atty pd*  
MAY 12 2008 \$20.00

Notice to  
William A. Shaw  
Prothonotary/Clerk of Courts  
Def's.

No. 08-05-CD

Statement to  
Atty  
*CK*

**PRAECLPIE FOR JUDGMENT**

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

Enter the Judgment in favor of Plaintiff and against KAREN L. WALLACE a/k/a KAREN WALLACE and RICKY L. WALLACE a/k/a RICKY LEE WALLACE by default for want of an Answer.

Assess damages as follows:

Debt \$46,624.21

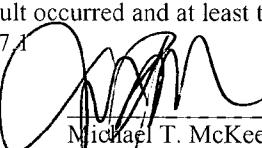
Interest from 05/10/2008 to Date of Sale

Total

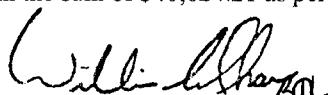
(Assessment of Damages attached)

**I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO  
BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

  
Michael T. McKeever  
Attorney for Plaintiff  
I.D. #56129

AND NOW May 12, 2008, Judgment is entered in favor of BEAL BANK SSB and against KAREN L. WALLACE a/k/a KAREN WALLACE and RICKY L. WALLACE a/k/a RICKY LEE WALLACE by default for want of an Answer and damages assessed in the sum of \$46,624.21 as per the above certification.

  
Prothonotary

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

No. 08-05-CD

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
**(Mortgagors and Record Owner(s))**  
306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

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

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw  
Prothonotary

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

Deputy

If you have any questions concerning the above, please contact:

Michael T. McKeever  
**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, KAREN L. WALLACE a/k/a KAREN WALLACE, is about unknown years of age, that Defendant's last known residence is 306 Clearfield Street, Wallacetown, PA 16876, and is engaged in the unknown business located at unknown address.

2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date:

5/19/08



VERIFICATION OF NON-MILITARY SERVICE

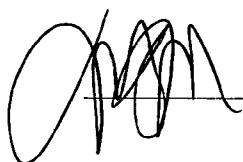
The undersigned, as the representative for the Plaintiff corporation within named do hereby verify that I am authorized to make this verification on behalf of the Plaintiff corporation and that the facts set forth in the foregoing verification of Non-Military Service are true and correct to the best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

1. That the above named Defendant, RICKY L. WALLACE a/k/a RICKY LEE WALLACE, is about unknown years of age, that Defendant's last known residence is 306 Clearfield Street, Wallaceton, PA 16876, and is engaged in the unknown business located at unknown address.

2. That Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Action of Congress of 1940 and its Amendments.

Date:

5/18/8



---

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

DATE OF THIS NOTICE: **March 25, 2008**

TO:

**KAREN L. WALLACE a/k/a KAREN WALLACE**  
306 Clearfield Street  
Wallaceton, PA 16876

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
(Mortgagor(s) and Record Owner(s))  
306 Clearfield Street  
Wallaceton, PA 16876

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

CIVIL ACTION - LAW

Action of  
Mortgage Foreclosure

Term  
No. 08-05-CD

TO: **KAREN L. WALLACE a/k/a KAREN WALLACE**  
306 Clearfield Street  
Wallaceton, PA 16876

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

**Michael T. McKeever**  
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff  
Suite 5000 – 701 Market Street.  
Philadelphia, PA 19106 215-825-6318

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

DATE OF THIS NOTICE: **March 25, 2008**

TO:

**RICKY L. WALLACE a/k/a RICKY LEE WALLACE**  
306 Clearfield Street  
Wallaceton, PA 16876

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

*Plaintiff*

vs.  
KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
(Mortgagor(s) and Record Owner(s))  
306 Clearfield Street  
Wallaceton, PA 16876

*Defendant(s)*

In the Court of  
Common Pleas  
of Clearfield County

CIVIL ACTION - LAW

Action of  
Mortgage Foreclosure

Term  
No. 08-05-CD

TO: **RICKY L. WALLACE a/k/a RICKY LEE WALLACE**  
306 Clearfield Street  
Wallaceton, PA 16876

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

*Michael T. McKeever*  
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff  
Suite 5000 – 701 Market Street.  
Philadelphia, PA 19106 215-825-6318

GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
**(Mortgagor(s) and Record owner(s))**  
306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

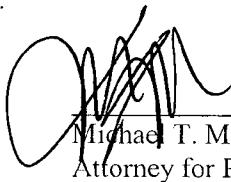
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 08-05-CD

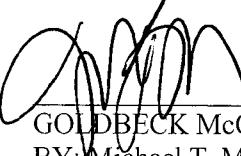
**ORDER FOR JUDGMENT**

Please enter Judgment in favor of BEAL BANK SSB, and against KAREN L. WALLACE a/k/a KAREN WALLACE and RICKY L. WALLACE a/k/a RICKY LEE WALLACE for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$46,624.21.



\_\_\_\_\_  
Michael T. McKeever  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is BEAL BANK SSB 7105 Corporate Drive PTX B-35 Plano, TX 75024-3632 and that the name(s) and last known address(es) of the Defendant(s) is/are KAREN L. WALLACE a/k/a KAREN WALLACE, 306 Clearfield Street Wallaceton, PA 16876 and RICKY L. WALLACE a/k/a RICKY LEE WALLACE, 306 Clearfield Street Wallaceton, PA 16876;



\_\_\_\_\_  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance \$38,757.12

Interest from 07/01/2007 through \$4,082.00  
05/09/2008

Reasonable Attorney's Fee \$2,000.00

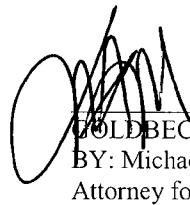
Late Charges \$240.59

Costs of Suit and Title Search \$900.00

Escrow Payments Due 5 X \$128.90 \$644.50

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\$46,624.21

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

AND NOW, this 12<sup>th</sup> day of May, 2008 damages are assessed as above.

  
\_\_\_\_\_  
Pro Prothy

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Beal Bank SSB

Vs.

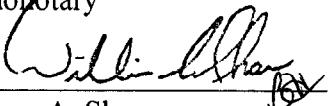
No. 2008-00005-CD

Karen L. Wallace and Ricky L. Wallace

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$46,624.21 on May 12, 2008.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

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

Beal Bank SSB  
Plaintiff(s)

No.: 2008-00005-CD

Real Debt: \$46,624.21

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

Karen L. Wallace Entry: \$20.00  
Ricky L. Wallace  
Defendant(s)

Instrument: Default Judgment

Date of Entry: May 12, 2008

Expires: May 12, 2013

Certified from the record this 12th day of May, 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

GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff  
vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
Mortgagor(s) and  
Record Owner(s)

306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

FILED

JUN 19 2008

6/11/08  
William A. Shaw  
Prothonotary/Clerk of Courts  
No C/C

59719FC

CF: 01/03/2008

SD: 07/11/2008

\$46,624.21

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 08-05-CD

**CERTIFICATE OF SERVICE**  
**PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Michael T. McKeever, Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

- Personal Service by the Sheriff's Office/competent adult (copy of return attached).  
 Certified mail by Michael T. McKeever (original green Postal return receipt attached).  
 Certified mail by Sheriff's Office.  
 Ordinary mail by Michael T. McKeever, Esquire to Attorney for Defendant(s) of record (proof of mailing attached).  
 Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).  
 Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

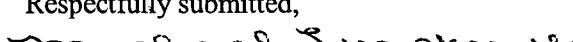
**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

- Premises was posted by Sheriff's Office/competent adult (copy of return attached).  
 Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).  
 Certified Mail & ordinary mail by Michael T. McKeever (original receipt(s) for Certified Mail attached).  
 Published in accordance with court order (copy of publication attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Michael T. McKeever, Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

Respectfully submitted,

  
BY: Michael T. McKeever, Esquire  
Attorney for Plaintiff

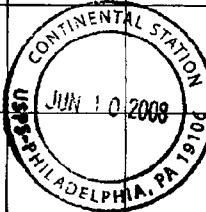


Name and Address of Sender  
**GOLDBECK**  
**SUITE 5000**  
**701 MARKET STREET**  
**PHILADELPHIA, PA**  
**19106-1532**

Check type of mail or service:  
 Certified       Recorded Delivery (International)  
 COD       Registered  
 Delivery Confirmation       Return Receipt for Merchandise  
 Express Mail       Signature Confirmation  
 Insured

Affix Stamp Here  
 (If issued as a  
 certificate of mailing,  
 or for additional copies  
 of this bill)  
 Postmark and  
 Date of Receipt

Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Ch	Actual Value	Insured	Post. Contr.	Post. Date	RD Fee
1.	INDEPENDENCE RECEIVABLES CORPORATION, GLASS MOUNTAIN, FIFTH THIRD BANK C/O AMY F. DOYLE, ESQ. 4660 Trindle Road, 3rd Floor Camp Hill, PA 17011								
2.									
3.									
4.									
5.									
6.									
7.									
8.									
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)							



See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2)      Complete by Typewriter, Ink, or Ball Point Pen

59719FC      Clearfield County      Sale Date: 07/11/2008

KAREN L. WALLACE a/k/a KAREN WALLACE & RICKY L. WALLACE a/k/a RICKY LEE WALLACE

Name and Address of Sender		Check type of mail or service:		Affix Stamp Here (if issued as a certificate of mailing, or for additional copies of this bill)		Postmark and Date of Receipt						
<b>GOLDBECK</b> <b>SUITE 5000</b> <b>701 MARKET STREET</b> <b>PHILADELPHIA, PA</b> <b>19106-1532</b>		<input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured		<input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation								
Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value If Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	INDEPENDENCE RECEIVABLES CORPORATION, GLASS MOUNTAIN, FIFTH THIRD BANK C/O SARAH E. EHASZ, ESQ 301 Grant Street Suite 4300 Pittsburgh, PA 15219											
2.												
3.												
4.												
5.												
6.												
7.												
8.												
		Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)								
<b>PS Form 3877, February 2002 (Page 1 of 2)</b> <b>59719FC</b> <b>Clearfield County</b> <b>Sale Date: 07/11/2008</b> <b>KAREN L. WALLACE a/k/a KAREN WALLACE &amp; RICKY L. WALLACE a/k/a RICKY LEE WALLACE</b>												
<b>See Privacy Act Statement on Reverse</b>												

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Michael T. McKeever

Attorney I.D.#56129

Suite 5000 - Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-627-1322

Attorney for Plaintiff

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE  
WALLACE  
**Mortgagor(s) and Record Owner(s)**

306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 08-05-CD

**SUPPLEMENTAL AFFIDAVIT PURSUANT TO RULE 3129**

BEAL BANK SSB, Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

306 Clearfield Street  
Wallaceton, PA 16876

1. Name and address of Owner(s) or Reputed Owner(s):

KAREN L. WALLACE a/k/a KAREN WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

2. Name and address of Defendant(s) in the judgment:

KAREN L. WALLACE a/k/a KAREN WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

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

**DOMESTIC RELATIONS OF CLEARFIELD COUNTY**  
230 E. Market Street  
Clearfield, PA 16830

**INDEPENDENCE RECEIVABLES CORPORATION, GLASS MOUNTAIN, FIFTH THIRD  
BANK C/O AMY F. DOYLE, ESQ.**  
4660 Trindle Road, 3rd Floor  
Camp Hill, PA 17011

**INDEPENDENCE RECEIVABLES CORPORATION, GLASS MOUNTAIN, FIFTH THIRD  
BANK C/O SARAH E. EHASN, ESQ**  
301 Grant Street  
Suite 4300  
Pittsburgh, PA 15219

**PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement**  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

**GROVE ENERGY**  
832 Sarah Street  
Osceola Mills, PA 16666

**WALLACETON-BOGGS MUNICIPAL AUTHORITY**  
P.O. Box 97  
West Decatur, PA 16878

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

**BENEFICIAL CONSUMER DISCOUNT COMPANY**  
961 WEIGEL DRIVE  
ELMHURST, IL 60126

**BENEFICIAL CONSUMER DISCOUNT COMPANY**  
P.O. BOX 9068  
BRANDON, FL 33509-9068

**BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO.  
OF PENNSYLVANIA**  
1996 South Atherton Street  
State College, PA 16801

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
211 North Front Street  
PO BOX 15057  
Harrisburg, PA 17101

**BEAL BANK S.S.B**  
6000 Legacy Drive  
Plano, TX 75024

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

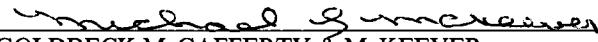
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
306 Clearfield Street  
Wallacetown, PA 16876

(attach separate sheet if more space is needed)

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

DATED: June 17, 2008

  
GOLDBECK McCAFFERTY & MCKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P 3180-3183

Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
**Mortgagor(s) and Record Owner(s)**  
306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION -- LAW

ACTION OF MORTGAGE FORECLOSURE

No. 08-05-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due	
Interest from <b>05/10/2008</b> to Date of Sale at 12.2500%	<u>\$46,624.21</u>
(Costs to be added)	
<b>Prothonotary costs</b>	<u>162.00</u>

*Michael T. McKeever*  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

S  
**FILED** Atty pd. 20.00  
M 12/18/08  
OCT 14 2008 10 C & L Writs  
(LM) w/prop. desc.  
William A. Shaw  
Prothonotary/Clerk of Courts to Sheriff

Term  
No. 08-05-CD  
**IN THE COURT OF COMMON PLEAS**

BEAL BANK SSB

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE and  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
(Mortgagor(s) and Record Owner(s))  
306 Clearfield Street  
Wallaceton, PA 16876

---

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

---

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322

Goldbeck McCafferty & McKeever  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff  
vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
**(Mortgagor(s) and Record Owner(s))**  
306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 08-05-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

BEAL BANK SSB, Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

306 Clearfield Street  
Wallaceton, PA 16876

1. Name and address of Owner(s) or Reputed Owner(s):

KAREN L. WALLACE a/k/a KAREN WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

2. Name and address of Defendant(s) in the judgment:

KAREN L. WALLACE a/k/a KAREN WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

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

INDEPENDENCE RECEIVABLES CORPORATION, GLASS MOUNTAIN, FIFTH THIRD  
BANK C/O AMY F. DOYLE, ESQ.  
4660 Trindle Road, 3rd Floor  
Camp Hill, PA 17011

INDEPENDENCE RECEIVABLES CORPORATION, GLASS MOUNTAIN, FIFTH THIRD  
BANK C/O SARAH E. EHASZ, ESQ  
301 Grant Street  
Suite 4300  
Pittsburgh, PA 15219

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

GROVE ENERGY  
832 Sarah Street  
Osceola Mills, PA 16666

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

WALLACETON-BOGGS MUNICIPAL AUTHORITY  
P.O. Box 97  
West Decatur, PA 16878

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

BENEFICIAL CONSUMER DISCOUNT COMPANY  
961 WEIGEL DRIVE  
ELMHURST, IL 60126

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO.  
OF PENNSYLVANIA  
1996 South Atherton Street  
State College, PA 16801

BEAL BANK S.S.B  
6000 Legacy Drive  
Plano, TX 75024

BENEFICIAL CONSUMER DISCOUNT COMPANY  
P.O. BOX 9068  
BRANDON, FL 33509-9068

PENNSYLVANIA HOUSING FINANCE AGENCY  
211 North Front Street  
PO BOX 15057  
Harrisburg, PA 17101

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

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

TENANTS/OCCUPANTS  
306 Clearfield Street  
Wallaceton, PA 16876

(attach separate sheet if more space is needed)

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

DATED: October 8, 2008

Michael T. McKeever  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

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

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE  
WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

In the Court of Common Pleas of  
Clearfield County

No. 08-05-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

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

PREMISES: 306 Clearfield Street Wallaceton, PA 16876

See Exhibit "A" attached

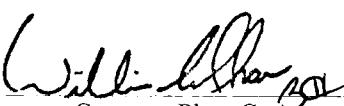
AMOUNT DUE	<u>\$46,624.21</u>
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Interest From 05/10/2008  
Through Date of Sale

(Costs to be added)

<b>Prothonotary costs</b>	<u>162.00</u>
---------------------------	---------------

Dated: 10/19/08

  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Term  
No. 08-05-CD

IN THE COURT OF COMMON PLEAS

BEAL BANK SSB

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE and  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
Mortagor(s)  
306 Clearfield Street Wallacetown, PA 16876

WRIT OF EXECUTION

REAL DEBT	(Mortgage Foreclosure)
INTEREST from	<u>\$46,624.21</u>
COSTS PAID:	<u>\$</u>
PROTHY	<u>\$</u>
SHERIFF	<u>\$</u>
STATUTORY	<u>\$</u>
COSTS DUE PROTHY	<u>\$</u>
Office of Judicial Support	<u>\$</u>
Judg. Fee	<u>\$</u>
Cr.	<u>\$</u>
Sat.	<u>\$</u>

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

ALL that certain lot or piece of ground situate in the Borough of Wallacetown, County of Clearfield and State of Pennsylvania, bounded and described as follows:

FRONTING 60 feet on Clearfield Street and extending backwards 200 feet to an alley, having an alley for its Southern boundary and for its Northern boundary Lot #42, being known in the Plan of said Borough as Lot #41.

TAX PARCEL #'s: 19-010-374-00033

PROPERTY ADDRESS: 306 CLEARFIELD STREET, WALLACETON, PA 16876

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20772  
NO: 08-05-CD

PLAINTIFF: BEAL BANK SSB

vs.

DEFENDANT: KAREN L. WALLACE A/K/A KAREN WALLACE AND RICKY L. WALLACE A/K/A RICKY LEE WALLACE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 5/12/2008

LEVY TAKEN 5/16/2008 @ 1:50 PM

POSTED 5/16/2008 @ 1:50 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 10/16/2008

DATE DEED FILED NOT SOLD

5  
FILED  
012.07.08  
OCT 16 2008  
W.A. Shaw  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

5/16/2008 @ 1:50 PM SERVED KAREN L. WALLACE A/K/A KAREN WALLACE

SERVED KAREN L. WALLACE A/K/A KAREN WALLACE, DEFENDANT, AT HER RESIDENCE 306 CLEARFIELD STREET, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICKY L. WALLACE, HUSBAND/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.

5/16/2008 @ 1:50 PM SERVED RICKY L. WALLACE A/K/A RICKY LEE WALLACE

SERVED RICKY L. WALLACE A/K/A RICKY LEE WALLACE, DEFENDANT AT HIS RESIDENCE 306 CLEARFIELD STREET, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICKY L. WALLACE

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, JUNE 20, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JULY 11, 2008 TO AUGUST 1, 2008.

@ SERVED

NOW, JULY 9, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR AUGUST 1, 2008. PLAINTIFF RECEIVED \$2,500.00 TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20772  
NO: 08-05-CD

PLAINTIFF: BEAL BANK SSB

vs.

DEFENDANT: KAREN L. WALLACE A/K/A KAREN WALLACE AND RICKY L. WALLACE A/K/A RICKY LEE WALLACE

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$255.24

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
Deputy Sheriff - Clearfield  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE  
WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

In the Court of Common Pleas of  
Clearfield County

No. 08-05-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

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

PREMISES: 306 Clearfield Street Wallaceton, PA 16876

See Exhibit "A" attached

AMOUNT DUE	\$46,624.21
Interest From 05/10/2008 Through Date of Sale	
(Costs to be added)	
Prothonotary costs	142.00

Dated: 5/12/08

Willie A. Chan  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy \_\_\_\_\_

Received this writ this 12<sup>th</sup> day  
of May A.D. 2008  
At 3:00 A.M./P.M.

Charles G. Henklein  
Sheriff Deputy Sheriff Cynthia Butter Aughenbaugh

Term  
No. 08-05-CD

IN THE COURT OF COMMON PLEAS

BEAL BANK SSB

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE and  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
Mortagor(s)  
306 Clearfield Street Wallaceon, PA 16876

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$46,624.21
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 140.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL that certain lot or piece of ground situate in the Borough of Wallacetton, County of Clearfield and State of Pennsylvania, bounded and described as follows:

FRONTING 60 feet on Clearfield Street and extending backwards 200 feet to an alley, having an alley for its Southern boundary and for its Northern boundary Lot #42, being known in the Plan of said Borough as Lot #41.

TAX PARCEL #'s: 19-010-374-00033; 19-010-374-00033-TL

PROPERTY ADDRESS: 306 CLEARFIELD STREET, WALLACETON, PA 16876

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KAREN L. WALLACE A/K/A KAREN WALLACE

NO. 08-05-CD

NOW, October 16, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on August 01, 2008, I exposed the within described real estate of Karen L. Wallace A/K/A Karen Wallace And Ricky L. Wallace A/K/A Ricky Lee Wallace 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 \$2,500.00 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	10.10
LEVY	15.00
MILEAGE	10.10
POSTING	15.00
CSDS	10.00
COMMISSION	50.00
POSTAGE	5.04
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	2,500.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$255.24</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	46,624.21
INTEREST @ 15.6500	1,298.95
FROM 05/10/2008 TO 08/01/2008	
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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$47,963.16</b>
<b>COSTS:</b>	
ADVERTISING	296.98
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	255.24
LEGAL JOURNAL COSTS	72.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$766.22</b>

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

CHESTER A. HAWKINS, Sheriff

GOLDBECK McCAFFERTY & McKEEVER  
A PROFESSIONAL CORPORATION  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
FAX (215) 627-7734

June 30, 2008

Clearfield

Chester A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830  
FAX 814-765-5915

**BOOK WRIT**

RE: BEAL BANK SSB  
vs.  
KAREN L. WALLACE a/k/a KAREN WALLACE and RICKY L. WALLACE a/k/a RICKY  
LEE WALLACE  
Term No. 08-05-CD

**Property address:**

306 Clearfield Street  
Wallacetown, PA 16876

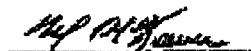
**Sheriff's Sale Date: July 11, 2008**

Dear Sir/Madam:

Kindly postpone the above-captioned Sheriff's Sale scheduled for July 11, 2008 to August 01, 2008.

Thank you for your cooperation.

Very truly yours,



Michael T. McKeever

MTM/Nicole e

cc: Angela Meador  
COUNTRYWIDE HOME LOANS INC.  
Acct. #41741139

**GOLDBECK McCAFFERTY & McKEEVER  
A PROFESSIONAL CORPORATION  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
FAX (215) 627-7734**

July 9, 2008

Clearfield

Chester A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830  
FAX 814-765-5915

**BOOK WRIT**

RE: BEAL BANK SSB  
vs.  
KAREN L. WALLACE a/k/a KAREN WALLACE and RICKY L. WALLACE a/k/a RICKY  
LEE WALLACE  
Term No. 08-05-CD

**Property address:**

*306 Clearfield Street  
Wallace, PA 16876*

Sheriff's Sale Date: August 01, 2008

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. I  
collected \$ 2500.00 towards my client's debt.

Thank you for your cooperation.

Very truly yours,

*MICHAEL T. MCKEEVER*  
MICHAEL T. MCKEEVER

MTM/Nicole

cc: Angela Meador  
COUNTRYWIDE HOME LOANS INC.  
Acct. #41741139

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20864  
NO: 08-05-2008  
08-05-CD

PLAINTIFF: BEAL BANK SSB

vs.

DEFENDANT: KAREN L. WALLACE A/K/A KAREN WALLACE AND RICKY L. WALLACE A/K/A RICKY LEE WALLACE

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 10/9/2008

LEVY TAKEN 10/30/2008 @ 2:26:21 AM

POSTED 10/30/2008 @ 2:25 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 4/6/2009

DATE DEED FILED NOT SOLD

**FILED**  
07/19/09  
APR 06 2009  
S William A. Shaw  
Prothonotary/Clerk of Courts  
LM

**DETAILS**

10/30/2008 @ 2:25 PM SERVED RICKY L. WALLACE A/K/A RICKY LEE WALLACE

SERVED RICKY L. WALLACE A/K/A RICKY LEE WALLACE, DEFENDANT, AT HIS RESIDENCE 306 CLEARFIELD STREET, WALLACETON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICKY L. WALLACE A/K/A RICKY LEE WALLACE

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.

10/30/2008 @ 2:25 PM SERVED KAREN L. WALLACE A/K/A KAREN WALLACE

SERVED KAREN L. WALLACE A/K/A KAREN WALLACE, DEFENDANT, AT HER RESIDENCE 306 CLEARFIELD STREET, WALLACETON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RICKY L. WALLACE A/K/A RICKY LEE WALLACE, HUSBAND/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.

@ SERVED

NOW, DECEMBER 16, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JANUARY 9, 2009.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20864  
NO: 08-05-2008

PLAINTIFF: BEAL BANK SSB

vs.

DEFENDANT: KAREN L. WALLACE A/K/A KAREN WALLACE AND RICKY L. WALLACE A/K/A RICKY LEE WALLACE

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$193.44

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by Cynthia Butler-Chephalal  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

In the Court of Common Pleas of  
Clearfield County

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE  
WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

No. 08-05-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

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

PREMISES: 306 Clearfield Street Wallaceton, PA 16876

See Exhibit "A" attached

AMOUNT DUE	\$46,624.21
------------	-------------

Interest From 05/10/2008  
Through Date of Sale

(Costs to be added)

Prothonotary costs 162.00

Will Shaffer

Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated: 10/9/08

Deputy \_\_\_\_\_

Received this writ this 9th day  
of October A.D. 2008  
At 3:00 A.M. (P.M.)

Chesler G. Hawley  
Scribbled by Cynthia Butler, Aufholz

Term  
No. 08-05-CD

IN THE COURT OF COMMON PLEAS

BEAL BANK SSB

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE and  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
Mortagor(s)  
306 Clearfield Street Wallacetown, PA 16876

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$46,624.21
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 162.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

ALL that certain lot or piece of ground situate in the Borough of Wallacetown, County of Clearfield and State of Pennsylvania, bounded and described as follows:

FRONTING 60 feet on Clearfield Street and extending backwards 200 feet to an alley, having an alley for its Southern boundary and for its Northern boundary Lot #42, being known in the Plan of said Borough as Lot #41.

TAX PARCEL #'s: 19-010-374-00033

PROPERTY ADDRESS: 306 CLEARFIELD STREET, WALLACETON, PA 16876

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME RICKY L. WALLACE A/K/A RICKY LEE WALLACE

NO. 08-05-2008

NOW, April 06, 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 January 09, 2009, I exposed the within described real estate of Karen L. Wallace A/K/A Karen Wallace And Ricky L. Wallace A/K/A Ricky Lee Wallace 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	11.70
LEVY	15.00
MILEAGE	11.70
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
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	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$193.44</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	46,624.21
INTEREST @	0.00
FROM TO 01/09/2009	
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	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$46,664.21</b>
<b>COSTS:</b>	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	193.44
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	162.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$355.44</b>

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

CHESTER A. HAWKINS, Sheriff

**GOLDBECK McCAFFERTY & McKEEVER  
A PROFESSIONAL CORPORATION  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
FAX (215) 627-7734**

December 16, 2008

Clearfield

Chesler A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830  
FAX: 814-765-5915

**BOOK WRIT**

RE: **BEAL BANK SSB**  
vs.  
KAREN L. WALLACE a/k/a KAREN WALLACE and RICKY L. WALLACE a/k/a RICKY  
LEE WALLACE  
Term No. 08-05-CD

**Property address:**

*306 Clearfield Street  
Wallace, PA 16876*

Sheriff's Sale Date: January 09, 2009

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. I collected \$0.00 towards my client's debt.

Thank you for your cooperation.

Very truly yours,

*MICHAEL T. MCKEEVER*  
MICHAEL T. MCKEEVER

MTM/jlb

cc: **Angela Meador  
COUNTRYWIDE HOME LOANS INC.  
Acct. #41741139**

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P 3180-3183

Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

APR 24 2008  
m 12:35 wa  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 Client copy  
6 units to Shaw

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff  
vs.  
KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
**Mortgagor(s) and Record Owner(s)**  
306 Clearfield Street  
Wallaceton, PA 16876  
Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County  
CIVIL ACTION – LAW  
ACTION OF MORTGAGE FORECLOSURE  
No. 08-05-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due	
Interest from <b>05/10/2008</b> to Date of Sale at 12.2500%	\$46,624.21
(Costs to be added)	

Prothonotary's Cost **182.00**

*Michael T. McKeever*  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

ALL that certain lot or piece of ground situate in the Borough of Wallacetton, County of Clearfield and State of Pennsylvania, bounded and described as follows:

FRONTING 60 feet on Clearfield Street and extending backwards 200 feet to an alley, having an alley for its Southern boundary and for its Northern boundary Lot #42, being known in the Plan of said Borough as Lot #41.

TAX PARCEL #'s: 19-010-374-00033; 19-010-374-00033-TL

PROPERTY ADDRESS: 306 CLEARFIELD STREET, WALLACETON, PA 16876

Patentee/Clearfield Co. 2003  
William A. Schaeffer

APR 24 2003

RECORDED  
CLERK'S OFFICE

Term  
No. 08-05-CD  
**IN THE COURT OF COMMON PLEAS**

BEAL BANK SSB

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE and  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
(Mortgagor(s) and Record Owner(s))  
306 Clearfield Street  
Wallacetown, PA 16876

---

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

---

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE  
WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

In the Court of Common Pleas of  
Clearfield County

No. 08-05-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

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

PREMISES: 306 Clearfield Street Wallaceton, PA 16876

See Exhibit "A" attached

AMOUNT DUE	<u>\$46,624.21</u>
------------	--------------------

Interest From 05/10/2008  
Through Date of Sale

(Costs to be added)

Prothonotary costs \$182.60

Dated: 4-24-09

William A. Shaw  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Deputy Weller

Term  
No. 08-05-CD

IN THE COURT OF COMMON PLEAS

BEAL BANK SSB

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE and  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
Mortagor(s)  
306 Clearfield Street Wallacetown, PA 16876

WRIT OF EXECUTION

(Mortgage Foreclosure)

REAL DEBT	\$46,624.21
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ _____
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	\$ _____
Judg. Fee	\$ _____
Cr.	\$ _____
Sat.	\$ _____

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

ALL that certain lot or piece of ground situate in the Borough of Wallacetown, County of Clearfield and State of Pennsylvania, bounded and described as follows:

FRONTING 60 feet on Clearfield Street and extending backwards 200 feet to an alley, having an alley for its Southern boundary and for its Northern boundary Lot #42, being known in the Plan of said Borough as Lot #41.

TAX PARCEL #'s: 19-010-374-00033; 19-010-374-00033-TL

PROPERTY ADDRESS: 306 CLEARFIELD STREET, WALLACETON, PA 16876

Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
**Mortgagor(s) and Record Owner(s)**  
306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

IN THE COURT OF  
COMMON PLEAS

of Clearfield County

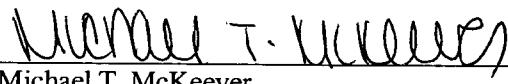
CIVIL ACTION - LAW

ACTION OF  
MORTGAGE FORECLOSURE

NO. 08-05-CD

**CERTIFICATION AS TO THE SALE OF REAL PROPERTY**

I, Michael T. McKeever, Esquire hereby certify that I am the attorney of record for the Plaintiff in this action, and I further certify that this property is subject to Act 91 of 1983 and the Plaintiff has complied with all the provisions of the Act.

  
\_\_\_\_\_  
Michael T. McKeever  
Attorney for plaintiff

Goldbeck McCafferty & McKeever  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
**(Mortgagor(s) and Record Owner(s))**  
306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 08-05-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

BEAL BANK SSB, Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

306 Clearfield Street  
Wallaceton, PA 16876

1. Name and address of Owner(s) or Reputed Owner(s):

KAREN L. WALLACE a/k/a KAREN WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

2. Name and address of Defendant(s) in the judgment:

KAREN L. WALLACE a/k/a KAREN WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

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

WALLACETON-BOGGS MUNICIPAL AUTHORITY  
P.O. Box 97  
West Decatur, PA 16878

GROVE ENERGY  
832 Sarah Street  
Osceola Mills, PA 16666

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

INDEPENDENCE RECEIVABLES CORPORATION, GLASS MOUNTAIN, FIFTH THIRD  
BANK C/O AMY F. DOYLE, ESQ.  
4660 Trindle Road, 3rd Floor  
Camp Hill, PA 17011

INDEPENDENCE RECEIVABLES CORPORATION, GLASS MOUNTAIN, FIFTH THIRD  
BANK C/O SARAH E. EHASN, ESQ  
301 Grant Street  
Suite 4300  
Pittsburgh, PA 15219

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

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

BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE CO.  
OF PENNSYLVANIA  
1996 South Atherton Street  
State College, PA 16801

BENEFICIAL CONSUMER DISCOUNT COMPANY  
P.O. BOX 9068  
BRANDON, FL 33509-9068

BENEFICIAL CONSUMER DISCOUNT COMPANY  
961 WEIGEL DRIVE  
ELMHURST, IL 60126

PENNSYLVANIA HOUSING FINANCE AGENCY  
211 North Front Street  
PO BOX 15057  
Harrisburg, PA 17101

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

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

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

TENANTS/OCCUPANTS  
306 Clearfield Street

Wallacetown, PA 16876

(attach separate sheet if more space is needed)

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

DATED: April 23, 2009

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20964  
NO: 08-05-CD

PLAINTIFF: BEAL BANK SSB  
vs.  
DEFENDANT: KAREN L. WALLACE A/K/A KAREN WALLACE AND RICKY L. WALLACE A/K/A RICKY LEE WALLACE  
Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 4/24/2009

LEVY TAKEN 5/14/2009 @ 10:10 AM

POSTED 5/14/2009 @ 10:10 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 11/17/2009

DATE DEED FILED **NOT SOLD**

*FILED  
01/24/2010  
11/17/2009*  
S William A. Shaw  
Prothonotary/Clerk of Courts  
1A

**DETAILS**

@ SERVED KAREN L. WALLACE A/K/A KAREN WALLACE

DEPUTIES UNABLE TO SERVE KAREN L. WALLACE A/K/A KAREN WALLACE, DEFENDANT, AT 307 CLEARFIELD STREET, WALLACETON, PA THE HOUSE WAS EMPTY.

@ SERVED RICKY L. WALLACE A/K/A RICKY LEE WALLACE

DEPUTIES UNABLE TO SERVE RICKY L. WALLACE A/K/A RICKY LEE WALLACE, DEFENDANT, AT 306 CLEARFIELD STREET, WALLACETON, PA THE HOUSE WAS EMPTY.

5/28/2009 @ SERVED RICKY L. WALLACE A/K/A RICKY LEE WALLACE

SERVED RICKY L. WALLACE A/K/A RICKY LEE WALLACE, DEFENDANT, BY REG & CERT MAIL TO 518 WALNUT STREET, PHILIPSBURG, PA 16866. CERT #70083230000335907280. SIGNED FOR BY KAREN WALLACE/CO-DEFENDANT.

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

5/28/2009 @ SERVED KAREN L. WALLACE A/K/A KAREN WALLACE

SERVED KAREN L. WALLACE A/K/A KAREN WALLACE, DEFENDANT, BY REG & CERT MAIL TO 518 WALNUT STREET, PHILIPSBURG, PA 16866 CERT #70083230000335907273 SIGNED FOR BY KAREN L. WALLACE

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

@ SERVED

NOW, JUNE 4, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR JULY 10, 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20964  
NO: 08-05-CD

PLAINTIFF: BEAL BANK SSB

VS.

DEFENDANT: KAREN L. WALLACE A/K/A KAREN WALLACE AND RICKY L. WALLACE A/K/A RICKY LEE WALLACE

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$209.68

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by Amitha Botta-Aphalek  
Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE  
WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

In the Court of Common Pleas of  
Clearfield County

No. 08-05-CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

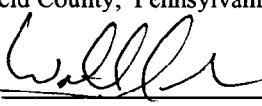
To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: 306 Clearfield Street Wallaceton, PA 16876

See Exhibit "A" attached

AMOUNT DUE	\$46,624.21
Interest From 05/10/2008 Through Date of Sale	
(Costs to be added)	
Prothonotary costs	\$182.00

Dated: 4-24-09

William A. Shal  
Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania  
  
Deputy

Received this writ this 24th day  
of April A.D. 2009  
2:00 A.M./P.M.

Chesler A. Henklein  
Sheriff by Cynthia Button-Chef-Davis

Term  
No. 08-05-CD

IN THE COURT OF COMMON PLEAS

BEAL BANK SSB

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE and  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
Mortagor(s)  
306 Clearfield Street Wallacetown, PA 16876

WRIT OF EXECUTION

	(Mortgage Foreclosure)
REAL DEBT	<u>\$46,624.21</u>
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ _____
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
(215) 627-1322

ALL that certain lot or piece of ground situate in the Borough of Wallacetton, County of Clearfield and State of Pennsylvania, bounded and described as follows:

FRONTING 60 feet on Clearfield Street and extending backwards 200 feet to an alley, having an alley for its Southern boundary and for its Northern boundary Lot #42, being known in the Plan of said Borough as Lot #41.

TAX PARCEL #'s: 19-010-374-00033; 19-010-374-00033-TL

PROPERTY ADDRESS: 306 CLEARFIELD STREET, WALLACETON, PA 16876

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KAREN L. WALLACE A/K/A KAREN WALLACE

NO. 08-05-CD

NOW, November 17, 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 , I exposed the within described real estate of Karen L. Wallace A/K/A Karen Wallace And Ricky L. Wallace A/K/A Ricky Lee Wallace 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	11.00
LEVY	15.00
MILEAGE	11.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	17.68
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	10.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$209.68</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	46,624.21
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	40.00
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$46,664.21</b>
<b>COSTS:</b>	
ADVERTISING	106.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	209.68
LEGAL JOURNAL COSTS	63.00
PROTHONOTARY	182.06
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$560.74</b>

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

CHESTER A. HAWKINS, Sheriff


[Home](#) | [Help](#) | [Sign In](#)
[Track & Confirm](#) [FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: **7008 3230 0003 3590 7273**

Service(s): **Certified Mail™**

Status: **Delivered**

Your item was delivered at 2:12 PM on May 28, 2009 in PHILIPSBURG, PA 16866.

### Track & Confirm

Enter Label/Receipt Number.

### Notification Options

#### Track & Confirm by email

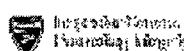
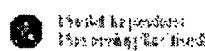
Get current event information or updates for your item sent to you or others by email.

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[Customer Service](#)
[Forms](#)
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[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA



### 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:

KAREN L. WALLACE  
KAREN WALLACE  
518 WALNUT STREET  
PHILIPSBURG, PA 16866

### COMPLETE THIS SECTION ON DELIVERY

#### A. Signature

X *Karen L. Wallace*

- Agent  
 Addressee

#### B. Received by (Printed Name)

*Karen Wallace*

#### C. Date of Delivery

*5/28/09*

#### 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

Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(*Certified Mail Only; No Insurance Coverage Provided*)

For more information visit our website at [www.usps.com](http://www.usps.com)  
PHILIPSBURG, PA 16866

**OFFICIAL USE**

Postage	\$ 0.61	0830
Handling Fee	\$ 2.80	07
(Endorsement Required)	\$ 2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 5.71	05/27/2009

#### Sent To

KAREN L. WALLACE A/K/A  
KAREN WALLACE  
518 WALNUT STREET  
PHILIPSBURG, PA 16866



**GOLDBECK McCAFFERTY & MCKEEVER  
A PROFESSIONAL CORPORATION  
SUITE 5000 - MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
FAX (215) 627-7734**

June 4, 2009

Clearfield

Chester A. Hawkins  
SHERIFF OF CLEARFIELD COUNTY  
Sheriff's Office  
230 E. Market Street  
Clearfield, PA 16830  
FAX: 814-765-5915

RE: BEAL BANK SSB  
vs.  
KAREN L. WALLACE a/k/a KAREN WALLACE and RICKY L. WALLACE a/k/a RICKY  
LEE WALLACE  
Term No. 08-05-CD

Property address:

*306 Clearfield Street  
Wallace, PA 16876*

Sheriff's Sale Date: July 10, 2009

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. I collected \$0.00 towards my client's debt.

Thank you for your cooperation.

Very truly yours,

  
MICHAEL T. MCKEEVER

MTM/KCH

**GOLDBECK McCAFFERTY & MCKEEVER**

BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

APR 21 2010  
m/12/2010  
William A. Shaw  
Prothonotary/Clerk of Courts  
no 1C

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

KAREN L. WALLACE a/k/a KAREN WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 08-05-CD

**PRAECIPE TO VACATE JUDGMENT**

TO THE PROTHONOTARY:

Kindly vacate the judgment upon payment of your costs only.

Michael T. McKeever  
MICHAEL T. MCKEEVER, ESQUIRE

**GOLDBECK McCAFFERTY & McKEEVER**  
**ATTORNEY FOR PLAINTIFF**  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-825-6321

APR 21 2010  
S 2011-2406  
William A. Shaw  
Prothonotary/Clerk of Courts  
no 9C

BEAL BANK SSB  
7105 Corporate Drive  
PTX B-35  
Plano, TX 75024-3632

Plaintiff

vs.

KAREN L. WALLACE a/k/a KAREN  
WALLACE  
RICKY L. WALLACE a/k/a RICKY LEE  
WALLACE  
306 Clearfield Street  
Wallaceton, PA 16876

Defendant(s)

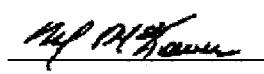
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 08-05-CD

**PRAECIPE TO DISCONTINUE AND END**

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of your costs only.

  
Michael T. McKeever, Esquire  
Attorney for Plaintiff