

08-118-CD

Beneficial Cons. Disc vs M. Trich

Pluese, Becker & Saltzman, LLC.  
Robert F. Thomas, Esquire  
Attorney Identification No.: 70206  
20000 Horizon Way, Ste. 900  
Mt. Laurel, NJ 08054  
(856)813-1700  
Attorneys for Plaintiff

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE COMPANY OF  
PENNSYLVANIA

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff,

08-118-CD

v.

MARY V. TRICH, ATTORNEY IN FACT  
FOR CHARLES W. TRICH AND MARY  
V. TRICH

Defendants.

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

CLEARFIELD COUNTY BAR ASSOCIATION  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
PO BOX 186  
HARRISBURG, PA 17108  
800-692-7375

NOTICIA

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

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

CLEARFIELD COUNTY BAR ASSOCIATION  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
PO BOX 186  
HARRISBURG, PA 17108  
800-692-7375

FILED  
M/3:15 PM  
JAN 24 2008  
Att'y pd. \$95.00  
CC Atty  
William A. Shaw  
Prothonotary/Clerk of Courts  
SCC Sheriff

CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. The Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania is a corporation having been organized under the laws of the United States of America and having its principal place of business at 577 Lamont Road, Elmhurst, IL 60126.

2. (a) Defendant, Mary V. Trich, Attorney in Fact for Charles W. Trich and Mary V. Trich are individuals whose last known address is 9626 Tyler Road, Penfield, PA 15849.

(b) Defendants, Mary V. Trich, Attorney in Fact for Charles W. Trich and Mary V. Trich holds an interest in the subject property as mortgagor and record owner.

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

3. (a) The subject mortgage (the "Mortgage") is described as follows:

Original Mortgage executed on: August 8, 2002

Mortgage recorded on: August 16, 2002 as Instrument ID No. 200213117

Mortgage assigned to Plaintiff by Assignment of Mortgage dated February 8, 2007

Assignment recorded: April 11, 2007 as Instrument ID No. 200705824

County of: Clearfield

See Exhibit "A," Note and Mortgage.

(b) The Mortgage encumbers property (the "Subject Property") located at:

RD 1, Box 211, Penfield, PA 15849

(c) The "legal" description of the Subject Property, expressed in metes and bounds, is incorporated in the Mortgage. See Exhibit "A," Mortgage.

(d) (e) Pursuant to Pa. R.C.P. 1147 (1) and 1019(g) Plaintiff is not obliged to append copies of the above mentioned publicly recorded documents to this mortgage foreclosure action. These documents are, however, appended hereto and incorporated herein by reference, together with the underlying Note, as Exhibit "A," Mortgage and Note.

4. The requisite pre-foreclosure Combined "Act" Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B".

5. The Mortgage is in default (the "Default") because the Defendant(s) failed to timely tender the monthly payment of \$446.27 due and/or to be applied to the payment due August 13, 2007 (the "Default Date"), and thereafter failed to make the monthly payments.

6. Pursuant to the terms of the Mortgage, the secured loan obligation has been accelerated.

7. By reason of the foregoing Default, Plaintiff respectfully requests entry of judgment *in rem* incorporating the following sums:

- |     |  |             |
|-----|--|-------------|
| (a) | Outstanding Principal Balance  | \$46,131.95 |
| (b) | Interest due and owing at the rate of 12.50% calculated from the Default Date through January 18, 2008. Interest will continue to accrue at the per diem rate of \$13.87 through the date of entry of Judgment <i>in rem</i> . | \$2,578.14  |
| (c) | Attorneys' fees  | \$1,250.00  |



(d)	Title Search	\$425.00
(e)	Corporate Advance	\$5,542.51
(f)	Late Charges	\$172.39
(g)	NSF Charges	\$135.00
(h)	Property Inspections	\$88.00
(i)	Delinquent Real Estate Taxes Paid by Plaintiff	\$1,334.22

**TOTAL *IN REM* JUDGMENT SOUGHT BY PLAINTIFF** **\$57,657.21**

8. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorneys' fees will be charged.


WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendant above named in the total amount of **\$57,657.21** as stated at Paragraph 6, plus additional interest, additional escrow advances expended, additional late charges, plus any other costs incurred through the date of entry of Judgment; and

Foreclosure of the mortgagor's equity of redemption and that of any persons or entities holding or claiming under them and Sheriff's Sale of the subject mortgaged property.

Respectfully Submitted,  
Pluese, Becker & Saltzman, LLC.

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

  
Robert F. Thomas, Esquire  
Attorney for Plaintiff

**NOTICE REQUIRED BY THE  
FAIR DEBT COLLECTION  
PRACTICES ACT, (the act),  
15 U.S.C. SECTION 1601 AS AMENDED**

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


1. The amount of the original debt is stated in paragraph one of the Complaint attached hereto.
  2. The Plaintiff who is named in the attached Notice to Plead and Complaint is the Creditor to whom the debt is owed.
  3. The debt described in the Complaint attached hereto and evidenced by the copy of the mortgage/note will be assumed to be valid by the Creditor's law firm, unless the Debtor(s), within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
  4. If the Debtor notifies the Creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
  5. If the Creditor who is named as Plaintiff in the attached Notice to Plead and Complaint is not the original creditor, and if the Debtor makes written request to the Creditor's law firm within twenty (20) days from the receipt of this Notice, the name and address of the original Creditor will be mailed to the Debtor by the Creditor's law firm.
  6. Written request should be addressed to Pluese, Becker & Saltzman, LLC 20000 Horizon Way Suite 900 Mt Laurel, New Jersey 08054.. Attention: Rob Saltzman, Esquire
-

### VERIFICATION

The undersigned, an authorized representative of HSBC Mortgage Corporation, hereby verifies that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are taken from the records maintained by the Plaintiff and reviewed by the undersigned who has personal knowledge and access to the business records of the Mortgage held by the Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa C.S.A. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

DATE: Jan 21, 2003

BY: 

Name: Laura Hescott

Title: Attorney in Fact

Loan No. 4294124

TRICH  
PLA02

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200213117  
RECORDED ON  
AUG 16, 2002  
11:30:12 AM  
Total Pages: 15  
RECORDING FEES - \$35.00  
RECORDER  
COUNTY IMPROVEMENT \$2.00  
FUND  
RECORDER  
IMPROVEMENT FUND \$3.00  
STATE WRIT TAX \$0.50  
TOTAL \$40.50  
CUSTOMER  
NATIONAL REAL ESTATE  
INFORMATION SERVICES

[Space Above This Line for Recording Data]

File # 1612449

Cust # 1329287

### PENNSYLVANIA ADJUSTABLE RATE PAYMENT MORTGAGE - FIRST LIEN

THIS MORTGAGE ("Security Instrument") is given on AUGUST 08, 2002 The mortgagor is <sup>MY</sup> MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH MARRIED, CHARLES W. TRICH <sup>MY</sup> MARY V. TRICH, MARRIED ("Borrower"), whose address is RD NO 1 BOX 211, PENFIELD, PA 15849. This Security Instrument is given to CHAMPION MORTGAGE, A DIVISION OF KEY BANK, USA, NATIONAL ASSOCIATION, ("Lender"), a national bank organized and existing under the laws of the United States, and whose address is 2 GATEHALL DRIVE, PARSIPPANY, NJ 07054. Borrower owes Lender the principal sum of FORTY TWO THOUSAND, FOUR HUNDRED AND 00/100 Dollars (U.S. \$42,400.00). This debt is evidenced by the Borrower's Note ("Note") dated the same date as this Security Instrument, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 13, 2032.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in CLEARFIELD County, Commonwealth of Pennsylvania.

- See Schedule A Attached Hereto and Made a Part Hereof -

Tax Parcel # 119-101-16

which has the address of RD 1 BOX 211, PENFIELD, PENNSYLVANIA ("Property Address");

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

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

Exhibit 'A'

## EXHIBIT A

### LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE AND BEING IN THE TOWNSHIP OF HOUSTON, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA;

#### FIRST PARCEL

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF THIS DESCRIBED PARCEL, SAID IRON PIN BEING S 0 26' E, A DISTANCE OF 613.95' FROM THE SOUTHWEST CORNER OF LANDS OF LEO & VERONICA BROWN AS DESCRIBED IN DB 682-PG 178 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS; THENCE THROUGH LANDS OF UNDERHILL COAL MINING COMPANY, WHICH THIS PARCEL IS A PART, S 72 06' E, A DISTANCE OF 148-54' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF UNDERHILL COAL MINING COMPANY S 0 22' W, A DISTANCE OF 182.00' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF THE SAME S 24 57' W, A DISTANCE OF 190.19' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF THE SAME N 77 43' W, A DISTANCE OF 101.91' TO AN IRON PIN ON THE EASTERN RIGHT OF WAY OF TYLER ROAD; THENCE ALONG THE EASTERN RIGHT OF WAY OF TYLER ROAD N 12 17' E, A DISTANCE OF 89.70' TO A POINT; THENCE STILL ALONG RIGHT OF WAY BY A CURVE TO THE LEFT HAVING A RADIUS OF 866.50', A LENGTH OF 180.18', AND A DELTA OF 11 55' TO A POINT; THENCE STILL ALONG SAME N 0 22' E, A DISTANCE OF 112.00' TO AN IRON PIN, THE PLACE OF BEGINNING.

CONTAINING 1.1 ACRES AND BEING PART OF A LARGER TRACT OF UNDERHILL COAL MINING COMPANY AS DESCRIBED IN DB 330-PG 422 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS.

#### SECOND PARCEL

BEGINNING AT AN IRON PIN AT THE SOUTHEASTERN CORNER OF THIS DESCRIBED PARCEL, SAID CORNER BEING ON THE WESTERN RIGHT OF WAY LINE OF TYLER ROAD AND N 77 43' W, A DISTANCE OF 33.00' FROM THE SOUTHWESTERN CORNER OF THE FIRST PARCEL; THENCE THROUGH LANDS OF UNDERHILL COAL MINING COMPANY, N 77 43' W, A DISTANCE OF 45.00' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF SAME, N 12 17' E, A DISTANCE OF 89.70' TO A POINT; THENCE STILL THROUGH LANDS OF THE SAME BY A CURVE TO THE LEFT HAVING A RADIUS OF 788.50' A LENGTH OF 116.89', AND A DELTA OF 08 29' 37" TO AN IRON PIN; THENCE STILL

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THROUGH LANDS OF THE SAME , N 83 29' E, A DISTANCE OF 45.70' TO AN IRON PIN ON THE WESTERN RIGHT OF WAY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 833.50' A LENGTH OF 131.73', AND A DELTA OF 09 03' 20" TO A POINT; THENCE STILL ALONG SAID RIGHT OF WAY, S 12 17' W, A DISTANCE OF 89.70' TO AN IRON PIN, THE PLACE OF BEGINNING.

CONTAINING 0.2 ACRE AND BEING A PART OF A LARGER TRACT OF UNDERHILL COAL MINING COMPANY AS DESCRIBED IN DB 330-PG 422 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS.

ADDRESS: RD 1 BOX 211; PENFIELD, PA 15849.

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Borrower and Lender covenant and agree as follows.

**1. Payment of Principal and Interest; Prepayment and Late Charges; Dishonored Check Charge**

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. If Borrower makes a payment by check, draft or money order and such check, draft or money order is dishonored on the second presentment, Borrower shall pay a dishonored check charge of \$20.00.

**2. Funds For Taxes and Insurance**

Subject to applicable law, upon written notice from Lender requiring that Borrower escrow funds for the payment of taxes and insurance, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U S C § 2601 et seq ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays to Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan evidenced by the Note, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds.

Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held under applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 19, Lender shall acquire or



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sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

### 3. Application of Payments

Unless otherwise required by applicable law, Lender will apply payments received under Paragraph 1 in accordance with the terms of the Note.

### 4. Charges; Liens

Borrower shall pay or cause to be paid, when due, all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

### 5. Hazard or Property Insurance

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender or applicable law requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender, or applicable law requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's Security would be lessened, the insurance proceeds shall be applied to

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the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds.

Lender may use the proceeds received by Lender to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

#### 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds

Unless Borrower's loan application and the Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing which consent shall not be unreasonable withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

#### 7. Protection of Lender's Rights in the Property

If Borrower fails to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying real estate taxes, flood insurance and mortgage insurance premiums, appearing in court, paying reasonable attorney fees, entering on the Property to make repairs, and paying property insurance premiums. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

## 8. Mortgage Insurance

If Lender required mortgage insurance as a condition of making the loan evidenced by the Note and secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender.

If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement of mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

## 9. Inspection

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

## 10. Condemnation

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Unless Lender and Borrower otherwise agree in writing, any application of such proceeds which does not pay the sums secured by this Security Instrument in full, shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

## 11. Borrower Not Released; Forbearance by Lender Not a Waiver

Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for

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payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy, hereunder or under the Note, shall not be a waiver of or preclude the exercise of any other right or remedy at that time, or of the same or any other right or remedy at any other time.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers**

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19(B) Borrower's covenants and agreements shall be joint and several Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges**

If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices**

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first-class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first-class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability**

This Security Instrument shall be governed by federal law including, if the Note so provides, the Alternative Mortgage Transaction Parity Act of 1982 (12 U.S.C. § 3801 et. seq.), and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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**16. Borrower's Copy**

Borrower acknowledges receipt of a conformed copy or a photocopy of the Note and of this Security Instrument.

**17. Sale of Note; Change of Loan Servicer**

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**18. Hazardous Substances**

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**19. Lender's Rights if Borrower Fails to Keep Promises**

If any of the events or conditions described in subparagraphs (A), (B), or (C) of this paragraph 19 shall occur, Lender, after giving Borrower timely notice of Borrower's rights to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require Borrower to make Immediate Payment In Full.

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If Lender requires Immediate Payment in Full, Lender may, without further demand, foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred pursuing foreclosure including, but not limited to, attorney fees and cost of title evidence to the extent permitted by applicable law.

Subject to the applicable notice and cure provisions, if any, set forth above in this paragraph 19, Lender may require Immediate Payment in Full under this paragraph 19 if.

- (A) Borrower is in default under the terms of the Note; or
- (B) All or any part of the Property, or any interest in the Property is sold or transferred (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent; or
- (C) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender, or if Borrower is otherwise in default under this Security Instrument, or if any of the covenants, representations and/or warranties made by Borrower in this Security Instrument are not true and correct in any material respect or are otherwise breached by Borrower

## 20. Release

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

## 21. Waivers

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

## 22. Reinstatement

Borrower's time to reinstate, to the extent, if any, provided in paragraph 19, shall extend to one hour prior to commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

## 23. Purchase Money Mortgage

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

**24. Interest Rate After Judgment**

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


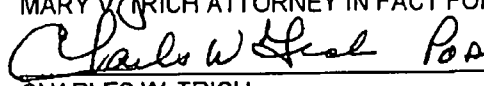
**25. Riders to this Security Instrument**


If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

**NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

**BY SIGNING BELOW**, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

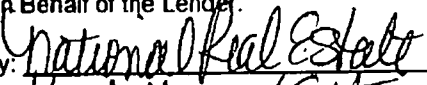
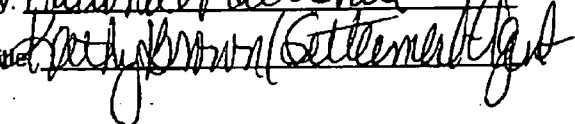
IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH  
  
CHARLES W. TRICH

Witness   
WITNESS

I hereby certify that the precise address of the Lender (Mortgagee) is 2 GATEHALL DRIVE,  
PARSIPPANY, NJ 07054.

On Behalf of the Lender.

By:   
Title: 

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD )

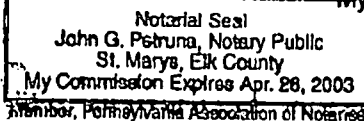
:SS

On this 8TH day of AUGUST, 2002, before me JOHN G. PETRUNA, the undersigned  
NOTARY officer, personally appeared MARY V. TRICH ATTORNEY IN FACT FOR  
CHARLES W TRICH MARRIED, CHARLES W TRICH MARRIED, ~~known to me (or satisfactory~~ known to me (or satisfactory) MARY V. TRICH,  
(proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires: 4-26-3



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Champion Mortgage, 2 Gatehall Drive, Parsippany, NJ 07054

File # 1612449

Cust # 1329287

**PENNSYLVANIA ADJUSTABLE RATE PAYMENT MORTGAGE NOTE – FIRST LIEN**

(1 Year Treasury Index – Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

I hereby certify this is a true and correct copy  
of the original Note.

AUGUST 08, 2002

ST. MARYS, PENNSYLVANIA

Signature

RD 1 BOX 211, PENFIELD, PENNSYLVANIA

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$42,400.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CHAMPION MORTGAGE, A DIVISION OF KEY BANK, USA, NATIONAL ASSOCIATION. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

I agree to pay interest at an initial rate of 9.375% per year computed on the basis that a year consists of twelve (12) months, each containing thirty (30) days. Interest will be charged on the unpaid principal until the full amount of the principal is repaid. The interest rate I will pay will change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and by Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 13TH day of each month beginning on SEPTEMBER 13, 2002. I will make these payments every month until I have paid off all the principal, interest, and any other charges described below that I may owe under this Note. If, on AUGUST 13, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

Each regularly scheduled payment I make will be applied first to accrued and unpaid interest, then to the outstanding principal balance and then to any other charges due under this Note or under any mortgage securing this Note. I understand and agree that interest will accrue, be computed and be collected for the period from one scheduled payment due date to the next, on the assumption that each such payment period consists of thirty (30) days, regardless of the date on which my payment is actually received. I understand that if you receive a payment after its due date and any applicable grace period, I will owe a late charge under paragraph 7(A) of this Note.

I will make my monthly payments at 2 GATEHALL DRIVE, PARSIPPANY, NJ 07054 or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$352.66. This amount may change.

**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.



**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on AUGUST 13, 2003, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one (1) year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date forty-five (45) days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index, which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my interest rate by adding SEVEN AND 225/1000 percentage (7.225%) points to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.375% or less than 7.375%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage (2%) points from the rate of interest I have been paying for the preceding twelve (12) months. My interest rate will never be greater than 15.375% ("lifetime cap"), and will never be lower than 7.225% ("floor"), during the term of this loan.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO MAKE PREPAYMENTS**

- (A)** I have the right to make extra or additional payments of principal under this Note at any time, subject to the provisions of Section 5(C). An extra or additional payment of principal is known as a "prepayment." When I make a "prepayment," I will tell the Note Holder in writing that I am doing so.
- (B)** I agree that the Note Holder will apply any prepayment to reduce the principal. If I make a prepayment of less than the outstanding principal balance plus accrued interest and other charges due, there will be no changes in the amounts of, or changes or delays in the due dates of, my scheduled monthly payments unless the Note Holder agrees in writing to such changes.
- (C)** If I repay the original Principal amount of this loan prior to the NOT APPLICABLE anniversary of the Note, I agree to pay a PREPAYMENT PENALTY equal to 0.00% of the original principal loan amount.

**6. LOAN CHARGES**

If a law or regulation which applies to this loan, and which sets maximum loan charges, is finally interpreted so that the interest, any other charges, the method of calculating any interest or other charges, or any other provision of this Note exceeds permitted limits or conflicts with the requirements of such law or regulation, then any such interest or charge shall be limited to that permitted and any sums already collected which exceed such limits shall be refunded to me. To that end, I agree that the provisions of this Note are severable and all provisions in this Note not in conflict with any such interpretation, law or regulation shall remain in full force and effect. Any refund hereunder, at Note Holder's option, may be made by a credit to the principal balance or by direct payment to me.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge For Overdue Payment**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN (15) calendar days after the date is due, I will pay a late charge to the Note Holder. The amount of the late charge will be THE LESSER OF \$50.00 OR FIVE percent (5%) of my overdue payment. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

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

I will also be in default if I fail to keep any of my promises made in my mortgage executed this date in favor of Lender.

**(C) Notice of Default**

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

**(D) No Waiver by Note Holder**

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

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

If I default, whether or not the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for its bona fide costs and reasonable costs and expenses paid to third parties as provided in the Mortgage, but only to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney fees incurred by the Note Holder upon the commencement of a foreclosure or other legal action.

**(F) Dishonored Check Charge**

I will pay a dishonored check charge of \$20.00 to the Note Holder for each check or other instrument, or payment order, given in payment under this Note which is returned to the Note Holder unpaid.

**8. GIVING OF NOTICES**

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

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

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**10. BORROWER'S WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment, notice of dishonor and protest. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor," means the right to require the Note Holder to give notice to other persons that amounts due have not been paid. "Protest" means the right to require the Note Holder to obtain official certification of nonpayment.

11. APPLICABLE LAW



Lender, Key Bank USA, National Association, is a national bank located in the State of Ohio. Consequently, this Note is governed by the laws of the United States of America and the State of Ohio, whether or not I live in or execute this Note in said state. This Note is entered into between Lender and me in, is accepted by Lender in and credit is extended to me from the State of Ohio. The laws of the state where the real property securing this Note is located shall, however, govern the rights and obligations of Lender and me under, and all other terms and conditions of, the Security Instrument.

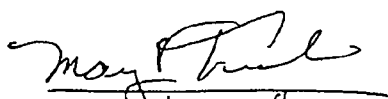
12. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the date of this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That mortgage describes how and under what additional conditions I may be required to make Immediate Payment in Full of all amounts that I owe under this Note.

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

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

  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH  
  
CHARLES W. TRICH

  
MARY V. TRICH

Witness:

  
WITNESS

CHAMPION MORTGAGE, 2 GATEHALL DRIVE, PARSIPpany, NJ 07054

File # 1612449

Cust # 1329287

**PENNSYLVANIA ADJUSTABLE RATE RIDER TO MORTGAGE NOTE**

**Date of Note:** AUGUST 08, 2002

**Borrower(s) Name(s):**

MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH  
CHARLES W. TRICH

**Secured Property Address:**

RD 1 BOX 211  
PENFIELD, PENNSYLVANIA


**Loan Amount:** \$42,400.00

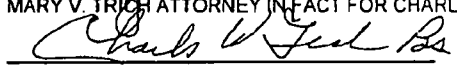
In the event Lender has not received (at the previously designated funding location or the Lender's corporate headquarters) and approved all of the documents and/or information which it requires to fund the above mentioned loan on AUGUST 13, 2002, then this loan may be cancelled or funded at a later date, at the sole option of the Lender. If the Lender chooses to fund this loan at a date subsequent to AUGUST 13, 2002 then, regardless of what appears elsewhere in the loan documents, the first payment will be due one month after the loan is funded. Future payments will be due on the same day of each month as the first payment. Interest will be charged to the Applicant(s) beginning on the date money is disbursed by the Lender. The maturity date will be extended and will be 360 months from the date of funding the loan.

All other terms, as evidenced in the Mortgage Note, Security Instrument and other loan documents, remain the same.

**ACKNOWLEDGMENT**

I/We the applicant(s) have read and understand the contents of this Rider to Mortgage Note and agree to its terms and conditions by signing and dating below.

  
\_\_\_\_\_  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH

  
\_\_\_\_\_  
CHARLES W. TRICH

Date:   
8-8-2

Witness:   
\_\_\_\_\_  
WITNESS



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Charles W. Trich  
RD 1 Box 211  
Penfield, PA 15849

4294124

Dear Charles W. Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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

La 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 numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.



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COLLECT A DEBT AND ANY INFORMATION  
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November 08, 2007

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Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Service: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 3  
November 08, 2007

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 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.





Mortgage Account Number 429412-4

Page 4

November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

---

08-13-07 through 11-01-07 \$ 1,320.75

Other charges:

\$4,954.01 Corporate Advance

\$ 172.84 Late Charges

\$116.50 Inspection Fees

\$135.00 Insufficient Funds

---

TOTAL AMOUNT PAST DUE: \$ 6,699.10

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CE119



PLEASE NOTE THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4

Page 5

November 08, 2007

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 6,699.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

HSBC  
961 Weigel Drive  
Elmhurst, IL 60126

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.



Mortgage Account Number 429412-4  
Page 6  
November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: <a href="mailto:angela.m.lamantia@us.hsbc.com">angela.m.lamantia@us.hsbc.com</a>



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COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 7  
November 08, 2007

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
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November 08, 2007

Mary V Trich  
9626 Tyler Rd  
Penfield, PA 15849

Dear Mary V Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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

La 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. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.



Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Service: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

CE118



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
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Mortgage Account Number 429412-4  
Page 3  
November 08, 2007

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 necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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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.



Mortgage Account Number 429412-4

Page 4

November 08, 2007

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IS SERIOUSLY IN DEFAULT because:

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

08-13-07 through 11-01-07 \$ 1,320.75

Other charges:

\$4,954.01 Corporate Advance

\$ 172.84 Late Charges

\$116.50 Inspection Fees

\$135.00 Insufficient Funds

TOTAL AMOUNT PAST DUE: \$ 6,699.10

CE119





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Mortgage Account Number 429412-4  
Page 5  
November 08, 2007

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 6,699.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

HSBC  
961 Weigel Drive  
Elmhurst, IL 60126

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.



Mortgage Account Number 429412-4  
Page 6  
November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: <a href="mailto:angela.m.lamantia@us.hsbc.com">angela.m.lamantia@us.hsbc.com</a>



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Mortgage Account Number 429412-4  
Page 7  
November 08, 2007

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
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November 08, 2007

Mary V Trich  
RD 1 Box 211  
Penfield, PA 15849

Dear Mary V Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
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Current Lender/Service: HSBC Mortgage Corporation (USA)

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IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY  
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Mortgage Account Number 429412-4

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November 08, 2007

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<hr/>	
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CE119



Mortgage Account Number 429412-4

Page 6

November 08, 2007

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Phone Number:	1-888-245-9318
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Contact Person:	Angela M. Lamantia email: <a href="mailto:angela.m.lamantia@us.hsbc.com">angela.m.lamantia@us.hsbc.com</a>



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Mortgage Account Number 429412-4  
Page 7  
November 08, 2007

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OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF  
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November 08, 2007

Charles W. Trich  
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Dear Charles W. Trich:

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

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

La 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. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.



Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Servicer: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

CE118



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 3  
November 08, 2007

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 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.



Mortgage Account Number 429412-4  
Page 4  
November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

08-13-07 through 11-01-07	\$ 1,320.75
<u>Other charges:</u>	
\$4,954.01 Corporate Advance	
\$ 172.84 Late Charges	
\$116.50 Inspection Fees	
\$135.00 Insufficient Funds	
<u>TOTAL AMOUNT PAST DUE: \$ 6,699.10</u>	

CE119



Mortgage Account Number 429412-4

Page 4

November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

---

08-13-07 through 11-01-07 \$ 1,320.75

Other charges:

\$4,954.01 Corporate Advance

\$ 172.84 Late Charges

\$116.50 Inspection Fees

\$135.00 Insufficient Funds

---

TOTAL AMOUNT PAST DUE: \$ 6,699.10

---

CE119



PLEASE NOTE THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 5  
November 08, 2007

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 6,699.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

HSBC  
961 Weigel Drive  
Elmhurst, IL 60126

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.



Mortgage Account Number 429412-4

Page 6

November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: <a href="mailto:angela.m.lamantia@us.hsbc.com">angela.m.lamantia@us.hsbc.com</a>



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 7  
November 08, 2007

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121



FILED

APR 24 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**PLUESE, BECKER & SALTZMAN, LLC**

Rob Saltzman, Esquire  
Attorney ID No.: 53957  
20000 Horizon Way, Suite 900  
Mt. Laurel, New Jersey 08054  
telephone: (215)546-3205  
telecopier: (856)813-1720  
email: rsaltzman@pbslaw.org  
Attorneys for Plaintiff  
File No. 87000

Beneficial Consumer Discount Company d/b/a

Beneficial Mortgage Company of

Pennsylvania,

Plaintiff,

v.

Mary V. Trich, Attorney in Fact for Charles

W. Trich, and Mary Trich,

Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

DOCKET No. 08-118-CD

**AFFIDAVIT of COUNSEL**

Rob Saltzman, of full age, upon his oath, deposes and says as follows:

1. I am an attorney, licenced to practice law in the Commonwealth of Pennsylvania, am a Member of the firm of Pluese, Becker & Saltzman, LLC, am responsible for the representation of the Plaintiff in the above-captioned residential mortgage foreclosure action. I make this Affidavit upon my personal knowledge and/or predicated upon documents contained in our firm's file.

2. On January 23, 2008, the Complaint herein was sent to the Prothonotary of Clearfield County for filing. Simultaneously, copies of the Complaint were sent to the office of the Sheriff of Clearfield

County with Plaintiff's request that personal service thereof be effectuated upon the parties Defendant herein. See Transmittal Letters annexed, collectively marked Exhibit "A."

3. The Complaint herein was filed on January 24, 2008. See Exhibit "B," Complaint.

4. On April 1, 2008, Jennifer Eiser, a legal assistant in our law firm working under my direction, called the office of the Clearfield County Sheriff to ascertain the status of service of process upon the parties Defendant and to inquire regarding the anticipated date upon which the Sheriff's Returns of Service would be forthcoming. In response to the foregoing inquiries, the Sheriff's office advised that personal service of process had been effectuated upon all Defendants, but that provision of Returns of Service would be unavoidably delayed for an unspecified period of time. See Exhibit "C," Contemporaneous Note.

5. The time within which Defendants must respond to the Complaint herein has expired and has not been extended. None of the Defendants, nor anyone acting on their behalf, have contacted this law firm to assert defenses or initiate discussions regarding the means by which this matter may be amicably resolved.

6. Plaintiff's Notice of Intent to Take Default pursuant to Pa. R.C.P. 237.1, dated March 10, 2008, was served upon the Defendants and no response has been received as of the date hereof. See Exhibit "D," Notice.

7. Plaintiff respectfully submits that this action should not be unnecessarily delayed by reason of the unfortunate but apparent inability of the Sheriff's office to timely provide Returns of Service. The passage of time potentially damages both Parties due to, inter alia., increases in the subject debt by reason of interest accrual and escrow advances for, e.g., property taxes and/or hazard insurance premiums.

8. Accordingly, Plaintiff respectfully requests that Judgment by default be entered herein, in the form submitted herewith, predicated upon the representations made by the Sheriff's office that personal service of process was effectuated notwithstanding the absence of the Sheriff's Return of Service. Plaintiff respectfully undertakes to file the said Returns of Service upon receipt thereof.

I hereby declare that the foregoing statements are true and correct to the best of my knowledge, information and belief. I am aware that, if any of the foregoing statements are wilfully false, I am subject to punishment.

  
Rob Saltzman

Dated April 10, 2008

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_ ) ss:

I, Jennifer Eiser, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Rob Saltzman, personally known to me to be Member of the law firm of Pluese, Becker & Saltzman, LLC, appeared before me this day in person and acknowledged that as such he executed the foregoing Affidavit as her free and voluntary act.

Given under my hand and official seal this 11<sup>th</sup> day of April, 2008

  
Notary Public

My Commission Expires 5/3/09

**JENNIFER EISER**  
**NOTARY PUBLIC OF NEW JERSEY**  
ID# 2221929  
MY COMMISSION EXPIRES  
5/3/09

# **EXHIBIT “A”**

**PLUESE, BECKER & SALTZMAN, LLC**

Attorneys at Law

20000 HORIZON WAY, SUITE 900  
MT. LAUREL, NJ 08054  
(856) 813-1700  
FACSIMILE: (856) 813-1720

**ROB SALTZMAN ♦**  
[RSaltzman@pbslaw.org](mailto:RSaltzman@pbslaw.org)

**SANFORD J. BECKER**  
[SBecker@pbslaw.org](mailto:SBecker@pbslaw.org)

**ROBERT T. PLUESE**  
[RPluese@pbslaw.org](mailto:RPluese@pbslaw.org)

**ROBERT F. THOMAS ♦**  
[RThomas@pbslaw.org](mailto:RThomas@pbslaw.org)

PENNSYLVANIA OFFICE:  
425 COMMERCE DRIVE, SUITE 100  
FORT WASHINGTON, PA. 19034  
(215) 546-3205

**Please reply to:**  
**Mt. Laurel, New Jersey**

**OF COUNSEL:**

Katz, Ettin & Levine, P.C.

The Law Offices of Barbara A. Fein, P.C. ♦

♦ PA and NJ Bars

Our File # 87000

January 23, 2008

Clearfield County Prothonotary  
230 East Market Street  
Clearfield, PA 16830

Re: Beneficial Consumer Credit v. Trich  
Complaint in Mortgage Foreclosure

Dear Sir/Madam:

Enclosed herein please find an original and six copies of a Mortgage Foreclosure Complaint with reference to the above captioned matter.

Kindly file the Complaint and forward five copies together with the Service Request Forms and our check to the Sheriff's Office for Service. Please return a time stamped copy of the filed Complaint to our offices in the enclosed self addressed stamped envelope.

Thank you for your attention in this matter.

Sincerely,

By: \_\_\_\_\_  
Jennifer Eiser, Legal Assistant to  
Rob Saltzman, Esquire

/je

enclosures

# PLUESE, BECKER & SALTZMAN, LLC

Attorneys at Law

20000 HORIZON WAY, SUITE 900  
MT. LAUREL, NJ 08054  
(856) 813-1700  
FACSIMILE: (856) 813-1720

ROB SALTZMAN ♦  
[RSaltzman@pbslaw.org](mailto:RSaltzman@pbslaw.org)

SANFORD J. BECKER  
[SBecker@pbslaw.org](mailto:SBecker@pbslaw.org)

ROBERT T. PLUESE  
[RPluese@pbslaw.org](mailto:RPluese@pbslaw.org)

ROBERT F. THOMAS ♦  
[RThomas@pbslaw.org](mailto:RThomas@pbslaw.org)

PENNSYLVANIA OFFICE:  
425 COMMERCE DRIVE, SUITE 100  
FORT WASHINGTON, PA. 19034  
(215) 546-3205

Please reply to:  
Mt. Laurel, New Jersey

OF COUNSEL:

Katz, Ettin & Levine, P.C.

The Law Offices of Barbara A. Fein, P.C. ♦

♦ PA and NJ Bars

Our File #87000

January 23, 2008

Clearfield County Sheriff  
230 East Market Street  
Clearfield, PA 16830

Re: Beneficial Consumer Credit v. Trich  
Complaint in Mortgage Foreclosure

Dear: Sir/ Madam:

Please serve this Complaint of Mortgage Foreclosure upon the following defendants. I have enclosed a self addressed stamped envelope, please advise when service has been completed.

Mary V. Trich, Attorney in Fact for Charles W. Trich  
9626 Tyler Road  
Penfield, PA 15849

Mary V. Trich  
9626 Tyler Road  
Penfield, PA 15849

Mary V. Trich, Attorney in Fact for Charles W. Trich  
RD 1, Box 211  
Penfield, PA 15849

Mary V. Trich  
PO Box 211  
Penfield, PA 15849

Tenant/Occupant  
RD 1, Box 211  
Penfield, PA 15849

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

Sincerely,

PLUESE, BECKER & SALTZMAN, LLC.

BY: \_\_\_\_\_  
Robert F. Thomas, Esquire  
20000 Horizon Way, Suite 900.  
Mt. Laurel, NJ 08054  
Attorney ID # 70206

# EXHIBIT "B"

Pi  
Diase, Becker & Saltzman, LLC.  
Robert F. Thomas, Esquire  
Attorney Identification No.: 70206  
20000 Horizon Way, Ste. 900  
Mt. Laurel, NJ 08054  
(856)813-1700  
Attorneys for Plaintiff

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE COMPANY OF  
PENNSYLVANIA

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff,

v.

MARY V. TRICH, ATTORNEY IN FACT  
FOR CHARLES W. TRICH AND MARY  
V. TRICH

Defendants.

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

CLEARFIELD COUNTY BAR ASSOCIATION  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
PO BOX 186  
HARRISBURG, PA 17108  
800-692-7375

NOTICIA

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

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

CLEARFIELD COUNTY BAR ASSOCIATION  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
PO BOX 186  
HARRISBURG, PA 17108  
800-692-7375



(c) The "legal" description of the Subject Property, expressed in metes and bounds, is incorporated in the Mortgage. See Exhibit "A," Mortgage.

(d) (e) Pursuant to Pa. R.C.P. 1147 (1) and 1019(g) Plaintiff is not obliged to append copies of the above mentioned publicly recorded documents to this mortgage foreclosure action. These documents are, however, appended hereto and incorporated herein by reference, together with the underlying Note, as Exhibit "A," Mortgage and Note.

4. The requisite pre-foreclosure Combined "Act" Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B".

5. The Mortgage is in default (the "Default") because the Defendant(s) failed to timely tender the monthly payment of \$446.27 due and/or to be applied to the payment due August 13, 2007 (the "Default Date"), and thereafter failed to make the monthly payments.

6. Pursuant to the terms of the Mortgage, the secured loan obligation has been accelerated.

7. By reason of the foregoing Default, Plaintiff respectfully requests entry of judgment *in rem* incorporating the following sums:

- |     |  |             |
|-----|--|-------------|
| (a) | Outstanding Principal Balance  | \$46,131.95 |
| (b) | Interest due and owing at the rate of 12.50% calculated from the Default Date through January 18, 2008. Interest will continue to accrue at the per diem rate of \$13.87 through the date of entry of Judgment <i>in rem</i> . | \$2,578.14  |
| (c) | Attorneys' fees  | \$1,250.00  |

(d)	Title Search	\$425.00
(e)	Corporate Advance	\$5,542.51
(f)	Late Charges	\$172.39
(g)	NSF Charges	\$135.00
(h)	Property Inspections	\$88.00
(i)	Delinquent Real Estate Taxes Paid by Plaintiff	\$1,334.22

**TOTAL *IN REM* JUDGMENT SOUGHT BY PLAINTIFF** **\$57,657.21**

8. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorneys' fees will be charged.

WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendant above named in the total amount of **\$57,657.21** as stated at Paragraph 6, plus additional interest, additional escrow advances expended, additional late charges, plus any other costs incurred through the date of entry of Judgment; and

Foreclosure of the mortgagor's equity of redemption and that of any persons or entities holding or claiming under them and Sheriff's Sale of the subject mortgaged property.

Respectfully Submitted,  
Pluese, Becker & Saltzman, LLC.

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

  
Robert F. Thomas, Esquire  
Attorney for Plaintiff

**NOTICE REQUIRED BY THE  
FAIR DEBT COLLECTION  
PRACTICES ACT, (the act),  
15 U.S.C. SECTION 1601 AS AMENDED**

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


1. The amount of the original debt is stated in paragraph one of the Complaint attached hereto.
  2. The Plaintiff who is named in the attached Notice to Plead and Complaint is the Creditor to whom the debt is owed.
  3. The debt described in the Complaint attached hereto and evidenced by the copy of the mortgage/note will be assumed to be valid by the Creditor's law firm, unless the Debtor(s), within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
  4. If the Debtor notifies the Creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
  5. If the Creditor who is named as Plaintiff in the attached Notice to Plead and Complaint is not the original creditor, and if the Debtor makes written request to the Creditor's law firm within twenty (20) days from the receipt of this Notice, the name and address of the original Creditor will be mailed to the Debtor by the Creditor's law firm.
  6. Written request should be addressed to Pluese, Becker & Saltzman, LLC 20000 Horizon Way Suite 900 Mt Laurel, New Jersey 08054.. Attention: Rob Saltzman, Esquire
-

## VERIFICATION

The undersigned, an authorized representative of HSBC Mortgage Corporation, hereby verifies that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are taken from the records maintained by the Plaintiff and reviewed by the undersigned who has personal knowledge and access to the business records of the Mortgage held by the Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa C.S.A. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

DATE: Jan 21, 2003

BY: 

Name: Laura Hescott

Title: Attorney in Fact

Loan No. 4294124

TRICH  
PLA02

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200213117

RECORDED ON  
AUG 16, 2002  
11:30:12 AM

Total Pages: 15

RECORDING FEES - \$35.00  
RECORDER  
COUNTY IMPROVEMENT \$2.00  
FUND  
RECORDER IMPROVEMENT FUND \$3.00  
STATE ADIT TAX \$0.50  
TOTAL \$40.50

CUSTOMER  
NATIONAL REAL ESTATE  
INFORMATION SERVICES

[Space Above This Line for Recording Data]

File # 1612449

Cust # 1329287

### PENNSYLVANIA ADJUSTABLE RATE PAYMENT MORTGAGE - FIRST LIEN

THIS MORTGAGE ("Security Instrument") is given on AUGUST 08, 2002 The mortgagor is <sup>NOT</sup> MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH MARRIED, CHARLES W. TRICH MARRIED ("Borrower"), whose address is RD NO 1 BOX 211, PENFIELD, PA 15849. This Security Instrument is given to CHAMPION MORTGAGE, A DIVISION OF KEY BANK, USA, NATIONAL ASSOCIATION, ("Lender"), a national bank organized and existing under the laws of the United States, and whose address is 2 GATEHALL DRIVE, PARSIPPANY, NJ 07054. Borrower owes Lender the principal sum of FORTY TWO THOUSAND, FOUR HUNDRED AND 00/100 Dollars (U.S. \$42,400.00). This debt is evidenced by the Borrower's Note ("Note") dated the same date as this Security Instrument, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 13, 2032.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in CLEARFIELD County, Commonwealth of Pennsylvania.

- See Schedule A Attached Hereto and Made a Part Hereof -

Tax Parcel # 119-101-16

which has the address of RD 1 BOX 211, PENFIELD, PENNSYLVANIA ("Property Address");

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

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

Exhibit 'A'

## EXHIBIT A

### LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE AND BEING IN THE TOWNSHIP OF HOUSTON, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA;

#### FIRST PARCEL

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF THIS DESCRIBED PARCEL, SAID IRON PIN BEING S 0 26' E, A DISTANCE OF 613.95' FROM THE SOUTHWEST CORNER OF LANDS OF LEO & VERONICA BROWN AS DESCRIBED IN DB 682-PG 178 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS; THENCE THROUGH LANDS OF UNDERHILL COAL MINING COMPANY, WHICH THIS PARCEL IS A PART, S 72 06' E, A DISTANCE OF 148-54' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF UNDERHILL COAL MINING COMPANY S 0 22' W, A DISTANCE OF 182.00' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF THE SAME S 24 57' W, A DISTANCE OF 190.19' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF THE SAME N 77 43' W, A DISTANCE OF 101.91' TO AN IRON PIN ON THE EASTERN RIGHT OF WAY OF TYLER ROAD; THENCE ALONG THE EASTERN RIGHT OF WAY OF TYLER ROAD N 12 17' E, A DISTANCE OF 89.70' TO A POINT; THENCE STILL ALONG RIGHT OF WAY BY A CURVE TO THE LEFT HAVING A RADIUS OF 866.50', A LENGTH OF 180.18', AND A DELTA OF 11 55' TO A POINT; THENCE ~~STILL ALONG SAME N 0 22' E, A DISTANCE OF 112.00' TO AN~~ IRON PIN, THE PLACE OF BEGINNING.

CONTAINING 1.1 ACRES AND BEING PART OF A LARGER TRACT OF UNDERHILL COAL MINING COMPANY AS DESCRIBED IN DB 330-PG 422 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS.

#### SECOND PARCEL

BEGINNING AT AN IRON PIN AT THE SOUTHEASTERN CORNER OF THIS DESCRIBED PARCEL, SAID CORNER BEING ON THE WESTERN RIGHT OF WAY LINE OF TYLER ROAD AND N 77 43' W, A DISTANCE OF 33.00' FROM THE SOUTHWESTERN CORNER OF THE FIRST PARCEL; THENCE THROUGH LANDS OF UNDERHILL COAL MINING COMPANY, N 77 43' W, A DISTANCE OF 45.00' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF SAME, N 12 17' E, A DISTANCE OF 89.70' TO A POINT; THENCE STILL THROUGH LANDS OF THE SAME BY A CURVE TO THE LEFT HAVING A RADIUS OF 788.50' A LENGTH OF 116.89', AND A DELTA OF 08 29' 37" TO AN IRON PIN; THENCE STILL

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THROUGH LANDS OF THE SAME , N 83 29' E, A DISTANCE OF 45.70' TO AN IRON PIN ON THE WESTERN RIGHT OF WAY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 833.50' A LENGTH OF 131.73', AND A DELTA OF 09 03' 20" TO A POINT; THENCE STILL ALONG SAID RIGHT OF WAY, S 12 17' W, A DISTANCE OF 89.70' TO AN IRON PIN, THE PLACE OF BEGINNING.

CONTAINING 0.2 ACRE AND BEING A PART OF A LARGER TRACT OF UNDERHILL COAL MINING COMPANY AS DESCRIBED IN DB 330-PG 422 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS.

ADDRESS: RD 1 BOX 211; PENFIELD, PA 15849.

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Borrower and Lender covenant and agree as follows.

**1. Payment of Principal and Interest; Prepayment and Late Charges; Dishonored Check Charge**

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. If Borrower makes a payment by check, draft or money order and such check, draft or money order is dishonored on the second presentment, Borrower shall pay a dishonored check charge of \$20.00.

**2. Funds For Taxes and Insurance**

Subject to applicable law, upon written notice from Lender requiring that Borrower escrow funds for the payment of taxes and insurance, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays to Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan evidenced by the Note, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds.

Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held under applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 19, Lender shall acquire or



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sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

### 3. Application of Payments

Unless otherwise required by applicable law, Lender will apply payments received under Paragraph 1 in accordance with the terms of the Note.

### 4. Charges; Liens

Borrower shall pay or cause to be paid, when due, all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

### 5. Hazard or Property Insurance

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender or applicable law requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender, or applicable law requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's Security would be lessened, the insurance proceeds shall be applied to

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the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds.

Lender may use the proceeds received by Lender to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

#### **6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds**

Unless Borrower's loan application and the Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing which consent shall not be unreasonable withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

#### **7. Protection of Lender's Rights in the Property**

If Borrower fails to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying real estate taxes, flood insurance and mortgage insurance premiums, appearing in court, paying reasonable attorney fees, entering on the Property to make repairs, and paying property insurance premiums. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

#### **8. Mortgage Insurance**

If Lender required mortgage insurance as a condition of making the loan evidenced by the Note and secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender.

If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement of mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

#### **9. Inspection**

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

#### **10. Condemnation**

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Unless Lender and Borrower otherwise agree in writing, any application of such proceeds which does not pay the sums secured by this Security Instrument in full, shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

#### **11. Borrower Not Released; Forbearance by Lender Not a Waiver**

Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for



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payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy, hereunder or under the Note, shall not be a waiver of or preclude the exercise of any other right or remedy at that time, or of the same or any other right or remedy at any other time.

## 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19(B). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that ~~Borrower's interest in the Property under the terms of this Security Instrument~~; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

## 13. Loan Charges

If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a ~~partial prepayment without any prepayment charge under the Note~~.

## 14. Notices

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first-class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first-class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

## 15. Governing Law; Severability

This Security Instrument shall be governed by federal law including, if the Note so provides, the Alternative Mortgage Transaction Parity Act of 1982 (12 U.S.C. § 3801 et. seq.), and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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**16. Borrower's Copy**

Borrower acknowledges receipt of a conformed copy or a photocopy of the Note and of this Security Instrument.

**17. Sale of Note; Change of Loan Servicer**

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**18. Hazardous Substances**

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**19. Lender's Rights if Borrower Fails to Keep Promises**

If any of the events or conditions described in subparagraphs (A), (B), or (C) of this paragraph 19 shall occur, Lender, after giving Borrower timely notice of Borrower's rights to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require Borrower to make Immediate Payment in Full.

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If Lender requires Immediate Payment in Full, Lender may, without further demand, foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred pursuing foreclosure including, but not limited to, attorney fees and cost of title evidence to the extent permitted by applicable law.

Subject to the applicable notice and cure provisions, if any, set forth above in this paragraph 19, Lender may require Immediate Payment in Full under this paragraph 19 if.

- (A) Borrower is in default under the terms of the Note; or
- (B) All or any part of the Property, or any interest in the Property is sold or transferred (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent; or
- (C) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender, or if Borrower is otherwise in default under this Security Instrument, or if any of the covenants, representations and/or warranties made by Borrower in this Security Instrument are not true and correct in any material respect or are otherwise breached by Borrower

## 20. Release

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

## 21. Waivers

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

## 22. Reinstatement

Borrower's time to reinstate, to the extent, if any, provided in paragraph 19, shall extend to one hour prior to commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

## 23. Purchase Money Mortgage

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

**24. Interest Rate After Judgment**

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


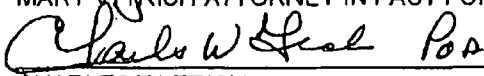
**25. Riders to this Security Instrument**

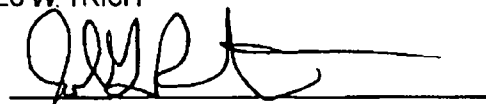
If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

**NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it



IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH  
  
CHARLES W. TRICH

Witness   
WITNESS

I hereby certify that the precise address of the Lender (Mortgagee) is 2 GATEHALL DRIVE, PARSIPPANY, NJ 07054.

On Behalf of the Lender.

By:   
Title: 

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD

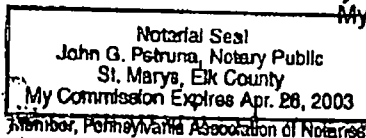
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On this 8TH day of AUGUST, 2002, before me JOHN G. PETRUNA, the undersigned  
NOTARY officer, personally appeared MARY V. TRICH ATTORNEY IN FACT FOR  
CHARLES W TRICH MARRIED, CHARLES W TRICH MARRIED, ~~known to me (or satisfactorily~~ known to me ~~proven)~~ known to me ~~proven)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires: 4-26-3



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Champion Mortgage, 2 Gatehall Drive, Parsippany NJ 07054

File # 1612449

Cust # 1329287

**PENNSYLVANIA ADJUSTABLE RATE PAYMENT MORTGAGE NOTE - FIRST LIEN**

(1 Year Treasury Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

I hereby certify that this is a true and correct copy  
of the original Note.

AUGUST 08, 2002

ST. MARYS, PENNSYLVANIA

Signature

RD 1 BOX 211, PENFIELD, PENNSYLVANIA

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$42,400.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CHAMPION MORTGAGE, A DIVISION OF KEY BANK, USA, NATIONAL ASSOCIATION. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

I agree to pay interest at an initial rate of 9.375% per year computed on the basis that a year consists of twelve (12) months, each containing thirty (30) days. Interest will be charged on the unpaid principal until the full amount of the principal is repaid. The interest rate I will pay will change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and by Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 13TH day of each month beginning on SEPTEMBER 13, 2002. I will make these payments every month until I have paid off all the principal, interest, and any other charges described below that I may owe under this Note. If, on AUGUST 13, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

Each regularly scheduled payment I make will be applied first to accrued and unpaid interest, then to the outstanding principal balance and then to any other charges due under this Note or under any mortgage securing this Note. I understand and agree that interest will accrue, be computed and be collected for the period from one scheduled payment due date to the next, on the assumption that each such payment period consists of thirty (30) days, regardless of the date on which my payment is actually received. I understand that if you receive a payment after its due date and any applicable grace period, I will owe a late charge under paragraph 7(A) of this Note.

I will make my monthly payments at 2 GATEHALL DRIVE, PARSIPPANY, NJ 07054 or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$352.66. This amount may change.

**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on AUGUST 13, 2003, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one (1) year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date forty-five (45) days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index, which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my interest rate by adding SEVEN AND 225/1000 percentage (7.225%) points to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.375% or less than 7.375%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage (2%) points from the rate of interest I have been paying for the preceding twelve (12) months. My interest rate will never be greater than 15.375% ("lifetime cap"), and will never be lower than 7.225% ("floor"), during the term of this loan.

##### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### 5. BORROWER'S RIGHT TO MAKE PREPAYMENTS

- (A) I have the right to make extra or additional payments of principal under this Note at any time, subject to the provisions of Section 5(C). An extra or additional payment of principal is known as a "prepayment." When I make a "prepayment," I will tell the Note Holder in writing that I am doing so.
- (B) I agree that the Note Holder will apply any prepayment to reduce the principal. If I make a prepayment of less than the outstanding principal balance plus accrued interest and other charges due, there will be no changes in the amounts of, or changes or delays in the due dates of, my scheduled monthly payments unless the Note Holder agrees in writing to such changes.
- (C) If I repay the original Principal amount of this loan prior to the NOT APPLICABLE anniversary of the Note, I agree to pay a PREPAYMENT PENALTY equal to 0.00% of the original principal loan amount.

#### 6. LOAN CHARGES

If a law or regulation which applies to this loan, and which sets maximum loan charges, is finally interpreted so that the interest, any other charges, the method of calculating any interest or other charges, or any other provision of this Note exceeds permitted limits or conflicts with the requirements of such law or regulation, then any such interest or charge shall be limited to that permitted and any sums already collected which exceed such limits shall be refunded to me. To that end, I agree that the provisions of this Note are severable and all provisions in this Note not in conflict with any such interpretation, law or regulation shall remain in full force and effect. Any refund hereunder, at Note Holder's option, may be made by a credit to the principal balance or by direct payment to me.

7. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) **Late Charge For Overdue Payment**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN (15) calendar days after the date is due, I will pay a late charge to the Note Holder. The amount of the late charge will be THE LESSER OF \$50.00 OR FIVE percent (5%) of my overdue payment. I will pay this late charge promptly but only once on each late payment.

(B) **Default**

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

I will also be in default if I fail to keep any of my promises made in my mortgage executed this date in favor of Lender.

(C) **Notice of Default**

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

(D) **No Waiver by Note Holder**

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

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

If I default, whether or not the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for its bona fide costs and reasonable costs and expenses paid to third parties as provided in the Mortgage, but only to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney fees incurred by the Note Holder upon the commencement of a foreclosure or other legal action.

(F) **Dishonored Check Charge**

I will pay a dishonored check charge of \$20.00 to the Note Holder for each check or other instrument, or payment order, given in payment under this Note which is returned to the Note Holder unpaid.

8. **GIVING OF NOTICES**

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

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

9. **OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

10. **BORROWER'S WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment, notice of dishonor and protest. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor," means the right to require the Note Holder to give notice to other persons that amounts due have not been paid. "Protest" means the right to require the Note Holder to obtain official certification of nonpayment.

11. APPLICABLE LAW



Lender, Key Bank USA, National Association, is a national bank located in the State of Ohio. Consequently, this Note is governed by the laws of the United States of America and the State of Ohio, whether or not I live in or execute this Note in said state. This Note is entered into between Lender and me in, is accepted by Lender in and credit is extended to me from the State of Ohio. The laws of the state where the real property securing this Note is located shall, however, govern the rights and obligations of Lender and me under, and all other terms and conditions of, the Security Instrument.

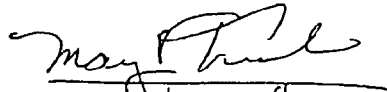
12. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the date of this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That mortgage describes how and under what additional conditions I may be required to make Immediate Payment in Full of all amounts that I owe under this Note.

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

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

  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH  
  
CHARLES W. TRICH

  
MARY V. TRICH

Witness:

  
WITNESS

CHAMPION MORTGAGE, 2 GATEHALL DRIVE, PARSIPpany, NJ 07054

File # 1612449

Cust # 1329287

**PENNSYLVANIA ADJUSTABLE RATE RIDER TO MORTGAGE NOTE**

Date of Note: AUGUST 08, 2002

**Borrower(s) Name(s):**

MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH  
CHARLES W. TRICH

**Secured Property Address:**

RD 1 BOX 211  
PENFIELD, PENNSYLVANIA


Loan Amount: \$42,400.00

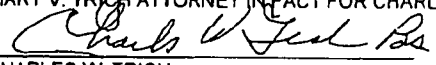
In the event Lender has not received (at the previously designated funding location or the Lender's corporate headquarters) and approved all of the documents and/or information which it requires to fund the above mentioned loan on AUGUST 13, 2002, then this loan may be cancelled or funded at a later date, at the sole option of the Lender. If the Lender chooses to fund this loan at a date subsequent to AUGUST 13, 2002 then, regardless of what appears elsewhere in the loan documents, the first payment will be due one month after the loan is funded. Future payments will be due on the same day of each month as the first payment. Interest will be charged to the Applicant(s) beginning on the date money is disbursed by the Lender. The maturity date will be extended and will be 360 months from the date of funding the loan.

All other terms, as evidenced in the Mortgage Note, Security Instrument and other loan documents, remain the same.

**ACKNOWLEDGMENT**

I/We the applicant(s) have read and understand the contents of this Rider to Mortgage Note and agree to its terms and conditions by signing and dating below.

  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH

  
CHARLES W. TRICH

Date: 8-8-2

Witness: 

WITNESS



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Charles W. Trich  
RD 1 Box 211  
Penfield, PA 15849

4294124

Dear Charles W. Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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

La 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. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Charles W. Trich  
RD 1 Box 211  
Penfield, PA 15849

4294124

Dear Charles W. Trich:

ACT 91 NOTICE  
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FORECLOSURE

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Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Servicer: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
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Mortgage Account Number 429412-4  
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November 08, 2007

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 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.



Mortgage Account Number 429412-4

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November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

---

08-13-07 through 11-01-07 \$ 1,320.75

Other charges:

\$4,954.01 Corporate Advance

\$ 172.84 Late Charges

\$116.50 Inspection Fees

\$135.00 Insufficient Funds

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TOTAL AMOUNT PAST DUE: \$ 6,699.10

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OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 5  
November 08, 2007

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 6,699.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

HSBC  
961 Weigel Drive  
Elmhurst, IL 60126

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.



Mortgage Account Number 429412-4

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November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: <a href="mailto:angela.m.lamantia@us.hsbc.com">angela.m.lamantia@us.hsbc.com</a>



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
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Mortgage Account Number 429412-4  
Page 7  
November 08, 2007

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Mary V Trich  
9626 Tyler Rd  
Penfield, PA 15849

Dear Mary V Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Servicer: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR  
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YOUR CONTROL, AND

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  
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UP TO DATE.

CE118



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 3  
November 08, 2007

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 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.





Mortgage Account Number 429412-4

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November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

---

08-13-07 through 11-01-07 \$ 1,320.75

Other charges:

\$4,954.01 Corporate Advance

\$ 172.84 Late Charges

\$116.50 Inspection Fees

\$135.00 Insufficient Funds

---

TOTAL AMOUNT PAST DUE: \$ 6,699.10

---

CE119



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Mortgage Account Number 429412-4  
Page 5  
November 08, 2007

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 6,699.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

HSBC  
961 Weigel Drive  
Elmhurst, IL 60126

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.



Mortgage Account Number 429412-4

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November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: angela.m.lamantia@us.hsbc.com



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
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OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 7  
November 08, 2007

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Mary V Trich  
RD 1 Box 211  
Penfield, PA 15849

Dear Mary V Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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

La 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. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.



Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Service: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to  
a temporary stay of foreclosure on your mortgage for thirty (30)  
days from the date of this Notice. During that time you must  
arrange and attend a "face-to-face" meeting with one of the  
consumer credit counseling agencies listed at the end of this  
Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF  
YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING  
YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO  
CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE  
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CE118



Mortgage Account Number 429412-4

Page 4

November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

08-13-07 through 11-01-07	\$ 1,320.75
<u>Other charges:</u>	
\$4,954.01 Corporate Advance	
\$ 172.84 Late Charges	
\$116.50 Inspection Fees	
\$135.00 Insufficient Funds	
<u>TOTAL AMOUNT PAST DUE: \$ 6,699.10</u>	

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Mortgage Account Number 429412-4  
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November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: <a href="mailto:angela.m.lamantia@us.hsbc.com">angela.m.lamantia@us.hsbc.com</a>





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Mortgage Account Number 429412-4  
Page 7  
November 08, 2007

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

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

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT  
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THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR  
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CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121



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November 08, 2007

Charles W. Trich  
9626 Tyler Rd  
Penfield, PA 15849

Dear Charles W. Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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

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Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender are same).  
Current Lender/Servicer: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

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Mortgage Account Number 429412-4  
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November 08, 2007

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 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.

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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.



Mortgage Account Number 429412-4

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November 08, 2007

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08-13-07 through 11-01-07	\$ 1,320.75
<u>Other charges:</u>	
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Mortgage Account Number 429412-4

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Mortgage Account Number 429412-4  
Page 5  
November 08, 2007

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

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Mortgage Account Number 429412-4

Page 6

November 08, 2007

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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.

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HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: <a href="mailto:angela.m.lamantia@us.hsbc.com">angela.m.lamantia@us.hsbc.com</a>





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Mortgage Account Number 429412-4  
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November 08, 2007

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121

# EXHIBIT "C"

April 1, 2008

Telephone call to Marilyn at the Sheriff's Office. She advised that the defendant was served on January 30, 2008 at 9626 Tyler Road, Penfield, PA 15849. She advised their office was backlogged and can not file the Return of Service at this time. She suggested we file a Petition to force Sheriff to file the Return.

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of  
Pennsylvania,  
Plaintiff,

08-118-CD

v.  
Mary V. Trich, Attorney in Fact for Charles  
W. Trich, and Mary Trich,  
Defendants

ORDER

This matter being opened to the Court by Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, by and through local counsel, Pluese, Becker & Saltzman, LLC, Rob Saltzman, Esq., appearing,, upon a Motion to Compel Sheriff's Returns of Service to the Prothonotary for filing, and the Court having reviewed and considered the pleading submitted in connection with this matter and good cause shown:

IT IS on this 5<sup>th</sup> day of May, 2008 ORDERED

The Motion to Compel Sheriff's Returns of Service is GRANTED and IT IS FURTHER ORDERED that the Sheriff shall return any and all Service Forms in regards to this case to the Prothonotary's Office to be filed within ~~four (4)~~ <sup>seven (7)</sup> days from the date hereof.

FJA

BY THE COURT,

*Frederick J. Cunningham*

FILED  
012:463H  
MAY 06 2008

William A. Shaw  
Prothonotary/Clerk of Courts

1CC Sheriff  
(without memo)

GP

DATE: 5/6/08

☒ You are responsible for serving all appropriate parties.

☐ The Probationary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

**FILED**

MAY 06 2008

William A. Shaw  
Probationary/Clerk of Courts

**PLUESE, BECKER & SALTZMAN, LLC**

Rob Saltzman, Esquire  
Attorney ID No.: 53957  
20000 Horizon Way, Suite 900  
Mt. Laurel, New Jersey 08054  
telephone: (215)546-3205  
telecopier: (856)813-1720  
email: rsaltzman@pbslaw.org  
Attorneys for Plaintiff  
File No. 87000

**FILED**

MAY 02 2008  
m/2:00/c  
William A. Shaw  
Prothonotary/Clerk of Courts  
I went to Hrs  
(62)

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania,

Plaintiff,

v.

Mary V. Trich, Attorney in Fact for  
Charles W. Trich, and Mary Trich,  
Defendants

COURT OF COMMON PLEAS

CLEARFIELD COUNTY

DOCKET No. 08-118-CD

**MOTION OF PLAINTIFF**  
**TO COMPEL SHERIFF'S RETURNS OF SERVICE TO THE PROTHONOTARY**

TO THE HONORABLE JUDGE OF THIS HONORABLE COURT:

AND NOW, comes Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania ("Plaintiff," "Beneficial" or the "Mortgagee"), by and through local counsel, Pluese, Becker & Saltzman, LLC, Rob Saltzman, Esquire, appearing, and moves this Honorable Court for an Order to Compel Sheriff's Returns of Service to the Prothonotary's Office to be filed herein and respectfully represents the following in support thereof:

1. This is a residential mortgage foreclosure action. On January 23, 2008, the Complaint herein was sent to the Prothonotary of Clearfield County for filing. Simultaneously, copies of the Complaint

were sent to the office of the Sheriff of Clearfield County with Plaintiff's request that personal service thereof be effectuated upon the parties Defendant herein. See Transmittal Letters annexed, collectively marked Exhibit "A."

2. The Complaint herein was filed on January 24, 2008. See Exhibit "B," Complaint.

3. On April 1, 2008, Jennifer Eiser, a legal assistant in our law firm working under my direction, called the office of the Clearfield County Sheriff to ascertain the status of service of process upon the parties Defendant and to inquire regarding the anticipated date upon which the Sheriff's Returns of Service would be forthcoming. In response to the foregoing inquiries, the Sheriff's office advised that personal service of process had been effectuated upon all Defendants, but that provision of Returns of Service would be unavoidably delayed for an unspecified period of time. See Exhibit "C," Contemporaneous Note.

4. The time within which Defendants must respond to the Complaint herein has expired and has not been extended. None of the Defendants, nor anyone acting on their behalf, have contacted this law firm to assert defenses or initiate discussions regarding the means by which this matter may be amicably resolved.

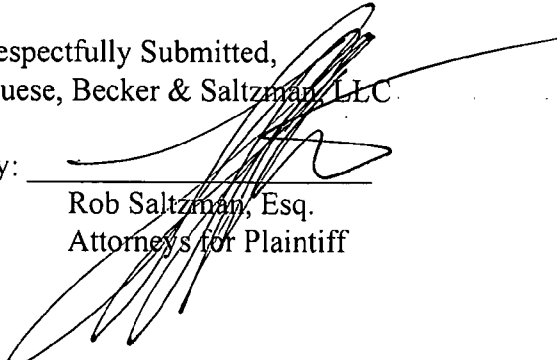
5. Plaintiff's Notice of Intent to Take Default pursuant to Pa. R.C.P. 237.1, dated March 10, 2008, was served upon the Defendants and no response has been received as of the date hereof. See Exhibit "D," Notice.

6. Unfortunately, the Sheriff's inability to return the Service Forms to the Prothonotary's Office for filing has inhibited Plaintiff's timely prosecution of this action.

7. Plaintiff respectfully submits that this action should not be unnecessarily delayed by reason of the unfortunate but apparent inability of the Sheriff's office to timely provide Returns of Service. The passage of time potentially damages both Parties due to, inter alia, increases in the subject debt by reason of interest accrual and escrow advances for, e.g., property taxes and/or hazard insurance premiums.

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter an Order to Compel the Sheriff to return any and all Service Forms to the Prothonotary's Office for filing in this case.

Respectfully Submitted,  
Pluese, Becker & Saltzman, LLC

By:   
Rob Saltzman, Esq.  
Attorneys for Plaintiff



---

**PLUESE, BECKER & SALTZMAN, LLC**

Rob Saltzman, Esquire  
Attorney ID No.: 53957  
20000 Horizon Way, Suite 900  
Mt. Laurel, New Jersey 08054  
telephone: (215)546-3205  
telecopier: (856)813-1720  
email: rsaltzman@pbslaw.org  
Attorneys for Plaintiff  
File No. 87000

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania,  
Plaintiff,

COURT OF COMMON PLEASE  
CLEARFIELD COUNTY

v.

Mary V. Trich, Attorney in Fact for  
Charles W. Trich, and Mary Trich,  
Defendants

DOCKET No. 08-'118-CD

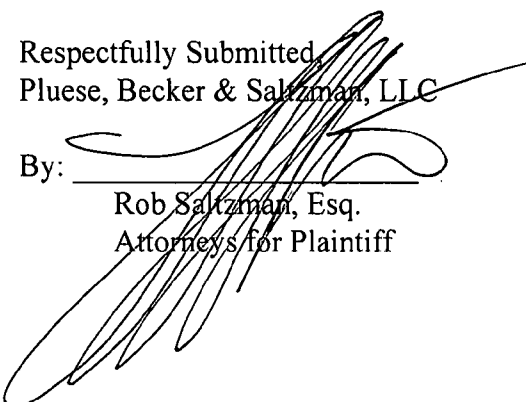
**MEMORANDUM OF LAW  
IN SUPPORT OF PLAINTIFF'S MOTION  
TO COMPEL SHERIFF'S RETURNS OF SERVICE**

This matter comes before the Court upon the Motion of Plaintiff/Mortgagee for an Order to compel Sheriff's returns of service to the Prothonotary's Office for filing in this residential mortgage foreclosure action. In the interest of brevity, Plaintiff respectfully incorporates herein the recitation of operative facts and circumstances contained in the within Motion.

The Sheriff's evident inability to provide returns of service to the Prothonotary's Office for filing has prejudiced the Plaintiff ability to timely prosecute this action and, indeed, has also prejudiced the Defendants by virtue of the increased debt pending conclusion of this action.

By reason of the foregoing, Plaintiff respectfully moves this Honorable Court to exercise its broad equitable powers to rectify this unfortunate situation via entry of an Oder to compel the provision of Sheriff's returns of service the Prothonotary's Office for filing herein.

Respectfully Submitted,  
Pluese, Becker & Saltzman, LLC

By:   
Rob Saltzman, Esq.  
Attorneys for Plaintiff

**Pluese, Becker & Saltzman, LLC**

Robert F. Thomas, Esquire  
Attorney Identification No.: 70206  
20000 Horizon Way, Suite 900  
Mount Laurel, NJ 08054  
(856) 813-1700  
Attorney for Plaintiff

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of  
Pennsylvania,

Plaintiff,

v.

Mary V. Trich, Attorney in Fact for  
Charles W. Trich and Mary Trich,  
Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Docket No. 08-118-CD

**CERTIFICATION OF SERVICE**

I, Rob Saltzman, Esquire, of the Law Firm of Pluese, Becker & Saltzman, Attorneys for Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, hereby certify that I have served a true and correct copy of Plaintiff's Motion to Compel Sheriff's Returns of Service to the Prothonotary, to the following:

Mary V. Trich, Attorney in Fact  
For Charles W. Trich  
9626 Tyler Road  
Penfield, PA 15849

Mary V. Trich  
9626 Tyler Road  
Penfield, PA 15849

Respectfully submitted,  
PLUESE, BECKER & SALTZMAN, LLC

By: 

Rob Saltzman, Esquire  
Attorney for Plaintiff

DATE: April 30, 2008

# **EXHIBIT “A”**

# PLUESE, BECKER & SALTZMAN, LLC

Attorneys at Law

20000 HORIZON WAY, SUITE 900  
MT. LAUREL, NJ 08054  
(856) 813-1700  
FACSIMILE: (856) 813-1720

**ROB SALTZMAN ♦**  
[RSaltzman@pbslaw.org](mailto:RSaltzman@pbslaw.org)

**SANFORD J. BECKER**  
[SBecker@pbslaw.org](mailto:SBecker@pbslaw.org)

**ROBERT T. PLUESE**  
[RPluese@pbslaw.org](mailto:RPluese@pbslaw.org)

**ROBERT F. THOMAS ♦**  
[RThomas@pbslaw.org](mailto:RThomas@pbslaw.org)

PENNSYLVANIA OFFICE:  
425 COMMERCE DRIVE, SUITE 100  
FORT WASHINGTON, PA. 19034  
(215) 546-3205

Please reply to:  
Mt. Laurel, New Jersey

**OF COUNSEL:**

Katz, Ettin & Levine, P.C.

The Law Offices of Barbara A. Fein, P.C. ♦

♦ PA and NJ Bars

Our File # 87000

January 23, 2008

Clearfield County Prothonotary  
230 East Market Street  
Clearfield, PA 16830

Re: Beneficial Consumer Credit v. Trich  
Complaint in Mortgage Foreclosure

Dear Sir/Madam:

Enclosed herein please find an original and six copies of a Mortgage Foreclosure Complaint with reference to the above captioned matter.

Kindly file the Complaint and forward five copies together with the Service Request Forms and our check to the Sheriff's Office for Service. Please return a time stamped copy of the filed Complaint to our offices in the enclosed self addressed stamped envelope.

Thank you for your attention in this matter.

Sincerely,

By: \_\_\_\_\_  
Jennifer Eiser, Legal Assistant to  
Rob Saltzman, Esquire

/je

enclosures

# PLUESE, BECKER & SALTZMAN, LLC

Attorneys at Law

20000 HORIZON WAY, SUITE 900  
MT. LAUREL, NJ 08054  
(856) 813-1700  
FACSIMILE: (856) 813-1720

**ROB SALTZMAN ♦**  
[RSaltzman@pbslaw.org](mailto:RSaltzman@pbslaw.org)

**SANFORD J. BECKER**  
[SBecker@pbslaw.org](mailto:SBecker@pbslaw.org)

**ROBERT T. PLUESE**  
[RPluese@pbslaw.org](mailto:RPluese@pbslaw.org)

**ROBERT F. THOMAS ♦**  
[RThomas@pbslaw.org](mailto:RThomas@pbslaw.org)

PENNSYLVANIA OFFICE:  
425 COMMERCE DRIVE, SUITE 100  
FORT WASHINGTON, PA. 19034  
(215) 546-3205

Please reply to:  
Mt. Laurel, New Jersey

**OF COUNSEL:**

Katz, Ettin & Levine, P.C.

The Law Offices of Barbara A. Fein, P.C. ♦

♦ PA and NJ Bars

Our File #87000

January 23, 2008

Clearfield County Sheriff  
230 East Market Street  
Clearfield, PA 16830

Re: Beneficial Consumer Credit v. Trich  
Complaint in Mortgage Foreclosure

Dear: Sir/ Madam:

Please serve this Complaint of Mortgage Foreclosure upon the following defendants. I have enclosed a self addressed stamped envelope, please advise when service has been completed.

Mary V. Trich, Attorney in Fact for Charles W. Trich  
9626 Tyler Road  
Penfield, PA 15849

Mary V. Trich  
9626 Tyler Road  
Penfield, PA 15849

Mary V. Trich, Attorney in Fact for Charles W. Trich  
RD 1, Box 211  
Penfield, PA 15849

Mary V. Trich  
PO Box 211  
Penfield, PA 15849

Tenant/Occupant  
RD 1, Box 211  
Penfield, PA 15849

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

Sincerely,

PLUESE, BECKER & SALTZMAN, LLC.

BY: \_\_\_\_\_

Robert F. Thomas, Esquire  
20000 Horizon Way, Suite 900.  
Mt. Laurel, NJ 08054  
Attorney ID # 70206

# EXHIBIT “B”

Pluese, Becker & Saltzman, LC.  
Robert F. Thomas, Esquire  
Attorney Identification No.: 70206  
20000 Horizon Way, Ste. 900  
Mt. Laurel, NJ 08054  
(856)813-1700  
Attorneys for Plaintiff

8700X

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE COMPANY OF  
PENNSYLVANIA

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff,

v.

MARY V. TRICH, ATTORNEY IN FACT  
FOR CHARLES W. TRICH AND MARY  
V. TRICH

08-118-CD

Defendants.

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

CLEARFIELD COUNTY BAR ASSOCIATION  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
PO BOX 186  
HARRISBURG, PA 17108  
800-692-7375

NOTICIA

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

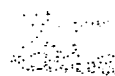
LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE PARA PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE USTED PUEDE CONSEGUIR ASISTENCIA LEGAL.

CLEARFIELD COUNTY BAR ASSOCIATION  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
PO 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.

JAN 24 2008

Attest.



William L. Shaw  
Prothonotary/  
Clerk of Courts



CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. The Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania is a corporation having been organized under the laws of the United States of America and having its principal place of business at 577 Lamont Road, Elmhurst, IL 60126.

2. (a) Defendant, Mary V. Trich, Attorney in Fact for Charles W. Trich and Mary V. Trich are individuals whose last known address is 9626 Tyler Road, Penfield, PA 15849.

(b) Defendants, Mary V. Trich, Attorney in Fact for Charles W. Trich and Mary V. Trich holds an interest in the subject property as mortgagor and record owner.

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

3. (a) The subject mortgage (the "Mortgage") is described as follows:

Original Mortgage executed on: August 8, 2002

Mortgage recorded on: August 16, 2002 as Instrument ID No. 200213117

Mortgage assigned to Plaintiff by Assignment of Mortgage dated February 8, 2007

Assignment recorded: April 11, 2007 as Instrument ID No. 200705824

County of: Clearfield

See Exhibit "A," Note and Mortgage.

(b) The Mortgage encumbers property (the "Subject Property") located at:  
RD 1, Box 211, Penfield, PA 15849

(c) The "legal" description of the Subject Property, expressed in metes and bounds, is incorporated in the Mortgage. See Exhibit "A," Mortgage.

(d) (e) Pursuant to Pa. R.C.P. 1147 (1) and 1019(g) Plaintiff is not obliged to append copies of the above mentioned publicly recorded documents to this mortgage foreclosure action. These documents are, however, appended hereto and incorporated herein by reference, together with the underlying Note, as Exhibit "A," Mortgage and Note.

4. The requisite pre-foreclosure Combined "Act" Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B".

5. The Mortgage is in default (the "Default") because the Defendant(s) failed to timely tender the monthly payment of \$446.27 due and/or to be applied to the payment due August 13, 2007 (the "Default Date"), and thereafter failed to make the monthly payments.

6. Pursuant to the terms of the Mortgage, the secured loan obligation has been accelerated.

7. By reason of the foregoing Default, Plaintiff respectfully requests entry of judgment *in rem* incorporating the following sums:

(a)	Outstanding Principal Balance	\$46,131.95
(b)	Interest due and owing at the rate of 12.50% calculated from the Default Date through January 18, 2008. Interest will continue to accrue at the per diem rate of \$13.87 through the date of entry of Judgment <i>in rem</i> .	\$2,578.14
(c)	Attorneys' fees	\$1,250.00

(d)	Title Search	\$425.00
(e)	Corporate Advance	\$5,542.51
(f)	Late Charges	\$172.39
(g)	NSF Charges	\$135.00
(h)	Property Inspections	\$88.00
(i)	Delinquent Real Estate Taxes Paid by Plaintiff	\$1,334.22

**TOTAL *IN REM* JUDGMENT SOUGHT BY PLAINTIFF** **\$57,657.21**

8. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorneys' fees will be charged.

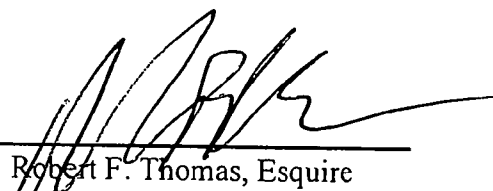
WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendant above named in the total amount of \$57,657.21 as stated at Paragraph 6, plus additional interest, additional escrow advances expended, additional late charges, plus any other costs incurred through the date of entry of Judgment; and

Foreclosure of the mortgagor's equity of redemption and that of any persons or entities holding or claiming under them and Sheriff's Sale of the subject mortgaged property.

Respectfully Submitted,  
Pluese, Becker & Saltzman, LLC.

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

  
Robert F. Thomas, Esquire  
Attorney for Plaintiff

NOTICE REQUIRED BY THE  
FAIR DEBT COLLECTION  
PRACTICES ACT, (the act),  
15 U.S.C. SECTION 1601 AS AMENDED

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

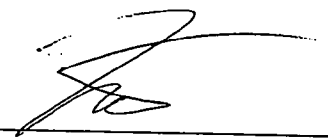
1. The amount of the original debt is stated in paragraph one of the Complaint attached hereto.
  2. The Plaintiff who is named in the attached Notice to Plead and Complaint is the Creditor to whom the debt is owed.
  3. The debt described in the Complaint attached hereto and evidenced by the copy of the mortgage/note will be assumed to be valid by the Creditor's law firm, unless the Debtor(s), within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
  4. If the Debtor notifies the Creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
  5. If the Creditor who is named as Plaintiff in the attached Notice to Plead and Complaint is not the original creditor, and if the Debtor makes written request to the Creditor's law firm within twenty (20) days from the receipt of this Notice, the name and address of the original Creditor will be mailed to the Debtor by the Creditor's law firm.
  6. Written request should be addressed to Pluese, Becker & Saltzman, LLC 20000 Horizon Way Suite 900 Mt Laurel, New Jersey 08054.. Attention: Rob Saltzman, Esquire
-

## VERIFICATION

The undersigned, an authorized representative of HSBC Mortgage Corporation, hereby verifies that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are taken from the records maintained by the Plaintiff and reviewed by the undersigned who has personal knowledge and access to the business records of the Mortgage held by the Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa C.S.A. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

DATE: Jan 21, 2003

BY: 

Name: Laura Hescott

Title: Attorney in Fact

Loan No. 4294124

TRICH  
PLA02

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200213117  
RECORDED ON  
AUG 16, 2002  
11:30:12 AM  
Total Pages: 15  
RECORDING FEES - \$35.00  
RECORDER  
COUNTY IMPROVEMENT \$2.00  
FUND  
RECORDER IMPROVEMENT FUND \$3.00  
STATE ARIIT TAX \$0.50  
TOTAL \$40.50  
CUSTOMER  
NATIONAL REAL ESTATE  
INFORMATION SERVICES

[Space Above This Line for Recording Data]

File # 1612449	Cust # 1329287
----------------	----------------

**PENNSYLVANIA ADJUSTABLE RATE PAYMENT MORTGAGE - FIRST LIEN**

THIS MORTGAGE ("Security Instrument") is given on AUGUST 08, 2002 The mortgagor is <sup>NOT</sup> MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH MARRIED, CHARLES W. TRICH <sup>CW</sup> MARY V. TRICH, MARRIED ("Borrower"), whose address is RD NO 1 BOX 211, PENFIELD, PA 15849. This Security Instrument is given to CHAMPION MORTGAGE, A DIVISION OF KEY BANK, USA, NATIONAL ASSOCIATION, ("Lender"), a national bank organized and existing under the laws of the United States, and whose address is 2 GATEHALL DRIVE, PARSIPPANY, NJ 07054. Borrower owes Lender the principal sum of FORTY TWO THOUSAND, FOUR HUNDRED AND 00/100 Dollars (U.S. \$42,400.00). This debt is evidenced by the Borrower's Note ("Note") dated the same date as this Security Instrument, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 13, 2032

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in CLEARFIELD County, Commonwealth of Pennsylvania:

- See Schedule A Attached Hereto and Made a Part Hereof -

Tax Parcel # 119-101-16

which has the address of RD 1 BOX 211, PENFIELD, PENNSYLVANIA ("Property Address");

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

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

Exhibit 'A'

## EXHIBIT A

### LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE AND BEING IN THE TOWNSHIP OF HOUSTON, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA;

#### FIRST PARCEL

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF THIS DESCRIBED PARCEL, SAID IRON PIN BEING S 0 26' E, A DISTANCE OF 613.95' FROM THE SOUTHWEST CORNER OF LANDS OF LEO & VERONICA BROWN AS DESCRIBED IN DB 682-PG 178 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS; THENCE THROUGH LANDS OF UNDERHILL COAL MINING COMPANY, WHICH THIS PARCEL IS A PART, S 72 06' E, A DISTANCE OF 148-54' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF UNDERHILL COAL MINING COMPANY S 0 22' W, A DISTANCE OF 182.00' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF THE SAME S 24 57' W, A DISTANCE OF 190.19' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF THE SAME N 77 43' W, A DISTANCE OF 101.91' TO AN IRON PIN ON THE EASTERN RIGHT OF WAY OF TYLER ROAD; THENCE ALONG THE EASTERN RIGHT OF WAY OF TYLER ROAD N 12 17' E, A DISTANCE OF 89.70' TO A POINT; THENCE STILL ALONG RIGHT OF WAY BY A CURVE TO THE LEFT HAVING A RADIUS OF 866.50', A LENGTH OF 180.18', AND A DELTA OF 11 55' TO A POINT; THENCE ~~STILL ALONG SAME N 0 22' E, A DISTANCE OF 112.00' TO AN~~ IRON PIN, THE PLACE OF BEGINNING.

CONTAINING 1.1 ACRES AND BEING PART OF A LARGER TRACT OF UNDERHILL COAL MINING COMPANY AS DESCRIBED IN DB 330-PG 422 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS.

#### SECOND PARCEL

BEGINNING AT AN IRON PIN AT THE SOUTHEASTERN CORNER OF THIS DESCRIBED PARCEL, SAID CORNER BEING ON THE WESTERN RIGHT OF WAY LINE OF TYLER ROAD AND N 77 43' W, A DISTANCE OF 33.00' FROM THE SOUTHWESTERN CORNER OF THE FIRST PARCEL; THENCE THROUGH LANDS OF UNDERHILL COAL MINING COMPANY, N 77 43' W, A DISTANCE OF 45.00' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF SAME, N 12 17' E, A DISTANCE OF 89.70' TO A POINT; THENCE STILL THROUGH LANDS OF THE SAME BY A CURVE TO THE LEFT HAVING A RADIUS OF 788.50' A LENGTH OF 116.89', AND A DELTA OF 08 29' 37" TO AN IRON PIN; THENCE STILL

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THROUGH LANDS OF THE SAME , N 83 29' E, A DISTANCE OF 45.70' TO AN IRON PIN ON THE WESTERN RIGHT OF WAY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 833.50' A LENGTH OF 131.73', AND A DELTA OF 09 03' 20" TO A POINT; THENCE STILL ALONG SAID RIGHT OF WAY, S 12 17' W, A DISTANCE OF 89.70' TO AN IRON PIN, THE PLACE OF BEGINNING.

CONTAINING 0.2 ACRE AND BEING A PART OF A LARGER TRACT OF UNDERHILL COAL MINING COMPANY AS DESCRIBED IN DB 330-PG 422 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS.

ADDRESS: RD 1 BOX 211; PENFIELD, PA 15849.

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Borrower and Lender covenant and agree as follows.

**1. Payment of Principal and Interest; Prepayment and Late Charges; Dishonored Check Charge**

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. If Borrower makes a payment by check, draft or money order and such check, draft or money order is dishonored on the second presentment, Borrower shall pay a dishonored check charge of \$20.00.

**2. Funds For Taxes and Insurance**

Subject to applicable law, upon written notice from Lender requiring that Borrower escrow funds for the payment of taxes and insurance, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays to Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan evidenced by the Note, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds.

Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held under applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 19, Lender shall acquire or



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sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

### 3. Application of Payments

Unless otherwise required by applicable law, Lender will apply payments received under Paragraph 1 in accordance with the terms of the Note.

### 4. Charges; Liens

Borrower shall pay or cause to be paid, when due, all taxes, assessments, charges, fines and ~~impositions attributable to the Property which may attain priority over this Security Instrument, and~~ leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

### 5. Hazard or Property Insurance

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender or applicable law requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender, or applicable law requires. The insurance carrier providing the Insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's Security would be lessened, the insurance proceeds shall be applied to

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the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds.

Lender may use the proceeds received by Lender to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds**

Unless Borrower's loan application and the Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing which consent shall not be unreasonable withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property**

If Borrower fails to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying real estate taxes, flood insurance and mortgage insurance premiums, appearing in court, paying reasonable attorney fees, entering on the Property to make repairs, and paying property insurance premiums. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance**

If Lender required mortgage insurance as a condition of making the loan evidenced by the Note and secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender.

If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement of mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection**

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation**

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Unless Lender and Borrower otherwise agree in writing, any application of such proceeds which does not pay the sums secured by this Security Instrument in full, shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance by Lender Not a Waiver**

Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for



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payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy, hereunder or under the Note, shall not be a waiver of or preclude the exercise of any other right or remedy at that time, or of the same or any other right or remedy at any other time.

## 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19(B). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that ~~Borrower's interest in the Property under the terms of this Security Instrument;~~ (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

## 13. Loan Charges

If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a ~~partial prepayment without any prepayment charge under the Note.~~

## 14. Notices

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first-class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first-class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

## 15. Governing Law; Severability

This Security Instrument shall be governed by federal law including, if the Note so provides, the Alternative Mortgage Transaction Parity Act of 1982 (12 U.S.C. § 3801 et. seq.), and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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**16. Borrower's Copy**

Borrower acknowledges receipt of a conformed copy or a photocopy of the Note and of this Security Instrument.

**17. Sale of Note; Change of Loan Servicer**

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**18. Hazardous Substances**

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**19. Lender's Rights if Borrower Fails to Keep Promises**

If any of the events or conditions described in subparagraphs (A), (B), or (C) of this paragraph 19 shall occur, Lender, after giving Borrower timely notice of Borrower's rights to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require Borrower to make Immediate Payment in Full.



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If Lender requires Immediate Payment in Full, Lender may, without further demand, foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred pursuing foreclosure including, but not limited to, attorney fees and cost of title evidence to the extent permitted by applicable law.

Subject to the applicable notice and cure provisions, if any, set forth above in this paragraph 19, Lender may require Immediate Payment in Full under this paragraph 19 if.

- (A) Borrower is in default under the terms of the Note; or
- (B) All or any part of the Property, or any interest in the Property is sold or transferred (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent; or
- (C) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender, or if Borrower is otherwise in default under this Security Instrument, or if any of the covenants, representations and/or warranties made by Borrower in this Security Instrument are not true and correct in any material respect or are otherwise breached by Borrower

#### 20. Release

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

#### 21. Waivers

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

#### 22. Reinstatement

Borrower's time to reinstate, to the extent, if any, provided in paragraph 19, shall extend to one hour prior to commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

#### 23. Purchase Money Mortgage

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

**24. Interest Rate After Judgment**

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


**25. Riders to this Security Instrument**

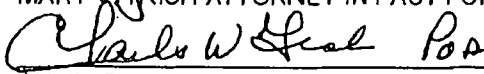
If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

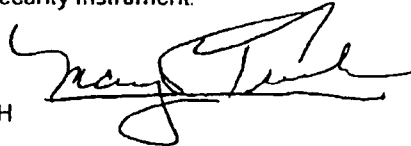
**NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

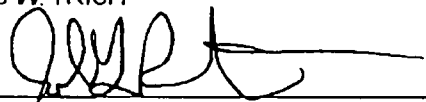
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

  
\_\_\_\_\_  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH

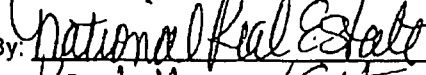
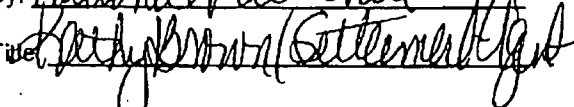
  
\_\_\_\_\_  
CHARLES W. TRICH



Witness   
\_\_\_\_\_  
WITNESS

I hereby certify that the precise address of the Lender (Mortgagee) is 2 GATEHALL DRIVE,  
PARSIPPANY, NJ 07054.

On Behalf of the Lender.

By:   
\_\_\_\_\_  
Title:   
\_\_\_\_\_  
Kathy Brown (Settlement Agent)



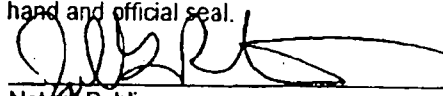
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD

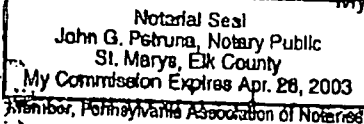
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On this 8TH day of AUGUST, 2002, before me JOHN G. PETRUNA, the undersigned  
NOTARY officer, personally appeared MARY V. TRICH ATTORNEY IN FACT FOR  
CHARLES W TRICH MARRIED, CHARLES W TRICH MARRIED, ~~known to me (or satisfactorily~~ known to me ~~proven)~~ known to me (or satisfactorily known to me ~~proven)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires: 4-26-3



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File # 1612449

Cust # 1329287

**PENNSYLVANIA ADJUSTABLE RATE PAYMENT MORTGAGE NOTE - FIRST LIEN**  
(1 Year Treasury Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

I hereby certify that I am the owner of the original copy of this Note.

AUGUST 08, 2002

ST. MARYS, PENNSYLVANIA

Signature

RD 1 BOX 211, PENFIELD, PENNSYLVANIA

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$42,400.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CHAMPION MORTGAGE, A DIVISION OF KEY BANK, USA, NATIONAL ASSOCIATION. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

I agree to pay interest at an initial rate of 9.375% per year computed on the basis that a year consists of twelve (12) months, each containing thirty (30) days. Interest will be charged on the unpaid principal until the full amount of the principal is repaid. The interest rate I will pay will change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and by Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 13TH day of each month beginning on SEPTEMBER 13, 2002. I will make these payments every month until I have paid off all the principal, interest, and any other charges described below that I may owe under this Note. If, on AUGUST 13, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

Each regularly scheduled payment I make will be applied first to accrued and unpaid interest, then to the outstanding principal balance and then to any other charges due under this Note or under any mortgage securing this Note. I understand and agree that interest will accrue, be computed and be collected for the period from one scheduled payment due date to the next, on the assumption that each such payment period consists of thirty (30) days, regardless of the date on which my payment is actually received. I understand that if you receive a payment after its due date and any applicable grace period, I will owe a late charge under paragraph 7(A) of this Note.

I will make my monthly payments at 2 GATEHALL DRIVE, PARSIPPANY, NJ 07054 or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$352.66. This amount may change.

**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on AUGUST 13, 2003, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one (1) year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date forty-five (45) days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index, which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my interest rate by adding SEVEN AND 225/1000 percentage (7.225%) points to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.375% or less than 7.375%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage (2%) points from the rate of interest I have been paying for the preceding twelve (12) months. My interest rate will never be greater than 15.375% ("lifetime cap"), and will never be lower than 7.225% ("floor"), during the term of this loan.

##### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### 5. BORROWER'S RIGHT TO MAKE PREPAYMENTS

- (A) I have the right to make extra or additional payments of principal under this Note at any time, subject to the provisions of Section 5(C). An extra or additional payment of principal is known as a "prepayment." When I make a "prepayment," I will tell the Note Holder in writing that I am doing so.
- (B) I agree that the Note Holder will apply any prepayment to reduce the principal. If I make a prepayment of less than the outstanding principal balance plus accrued interest and other charges due, there will be no changes in the amounts of, or changes or delays in the due dates of, my scheduled monthly payments unless the Note Holder agrees in writing to such changes.
- (C) If I repay the original Principal amount of this loan prior to the NOT APPLICABLE anniversary of the Note, I agree to pay a PREPAYMENT PENALTY equal to 0.00% of the original principal loan amount.

#### 6. LOAN CHARGES

If a law or regulation which applies to this loan, and which sets maximum loan charges, is finally interpreted so that the interest, any other charges, the method of calculating any interest or other charges, or any other provision of this Note exceeds permitted limits or conflicts with the requirements of such law or regulation, then any such interest or charge shall be limited to that permitted and any sums already collected which exceed such limits shall be refunded to me. To that end, I agree that the provisions of this Note are severable and all provisions in this Note not in conflict with any such interpretation, law or regulation shall remain in full force and effect. Any refund hereunder, at Note Holder's option, may be made by a credit to the principal balance or by direct payment to me.

7. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) **Late Charge For Overdue Payment**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN (15) calendar days after the date is due, I will pay a late charge to the Note Holder. The amount of the late charge will be THE LESSER OF \$50.00 OR FIVE percent (5%) of my overdue payment. I will pay this late charge promptly but only once on each late payment.

(B) **Default**

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

I will also be in default if I fail to keep any of my promises made in my mortgage executed this date in favor of Lender.

(C) **Notice of Default**

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

(D) **No Waiver by Note Holder**

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

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

If I default, whether or not the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for its bona fide costs and reasonable costs and expenses paid to third parties as provided in the Mortgage, but only to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney fees incurred by the Note Holder upon the commencement of a foreclosure or other legal action.

(F) **Dishonored Check Charge**

I will pay a dishonored check charge of \$20.00 to the Note Holder for each check or other instrument, or payment order, given in payment under this Note which is returned to the Note Holder unpaid.

8. **GIVING OF NOTICES**

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

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

9. **OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

10. **BORROWER'S WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment, notice of dishonor and protest. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor," means the right to require the Note Holder to give notice to other persons that amounts due have not been paid. "Protest" means the right to require the Note Holder to obtain official certification of nonpayment.

11. APPLICABLE LAW


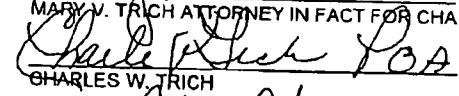
Lender, Key Bank USA, National Association, is a national bank located in the State of Ohio. Consequently, this Note is governed by the laws of the United States of America and the State of Ohio, whether or not I live in or execute this Note in said state. This Note is entered into between Lender and me in, is accepted by Lender in and credit is extended to me from the State of Ohio. The laws of the state where the real property securing this Note is located shall, however, govern the rights and obligations of Lender and me under, and all other terms and conditions of, the Security Instrument.


12. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the date of this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That mortgage describes how and under what additional conditions I may be required to make Immediate Payment in Full of all amounts that I owe under this Note.

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

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

  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH  
  
CHARLES W. TRICH

  
MARY V. TRICH

Witness:

  
WITNESS

File # 1612449

Cust # 1329287

PENNSYLVANIA ADJUSTABLE RATE RIDER TO MORTGAGE NOTE

Date of Note: AUGUST 08, 2002

**Borrower(s) Name(s):**

MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH  
CHARLES W. TRICH

**Secured Property Address:**

RD 1 BOX 211  
PENFIELD, PENNSYLVANIA

Loan Amount: \$42,400.00


In the event Lender has not received (at the previously designated funding location or the Lender's corporate headquarters) and approved all of the documents and/or information which it requires to fund the above mentioned loan on AUGUST 13, 2002, then this loan may be cancelled or funded at a later date, at the sole option of the Lender. If the Lender chooses to fund this loan at a date subsequent to AUGUST 13, 2002 then, regardless of what appears elsewhere in the loan documents, the first payment will be due one month after the loan is funded. Future payments will be due on the same day of each month as the first payment. Interest will be charged to the Applicant(s) beginning on the date money is disbursed by the Lender. The maturity date will be extended and will be 360 months from the date of funding the loan.

All other terms, as evidenced in the Mortgage Note, Security Instrument and other loan documents, remain the same.

**ACKNOWLEDGMENT**

I/We the applicant(s) have read and understand the contents of this Rider to Mortgage Note and agree to its terms and conditions by signing and dating below.

  
\_\_\_\_\_  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH

  
\_\_\_\_\_  
CHARLES W. TRICH

Date: 8-8-2

Witness:

  
\_\_\_\_\_  
WITNESS



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Charles W. Trich  
RD 1 Box 211  
Penfield, PA 15849

4294124

Dear Charles W. Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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

La 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. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Charles W. Trich  
RD 1 Box 211  
Penfield, PA 15849

4294124

Dear Charles W. Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Servicer: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

CE118



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
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Mortgage Account Number 429412-4  
Page 3  
November 08, 2007

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 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.



Mortgage Account Number 429412-4  
Page 4  
November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

08-13-07 through 11-01-07 \$ 1,320.75

Other charges:

\$4,954.01 Corporate Advance

\$ 172.84 Late Charges

\$116.50 Inspection Fees

\$135.00 Insufficient Funds

TOTAL AMOUNT PAST DUE: \$ 6,699.10

CE119



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Mortgage Account Number 429412-4

Page 5

November 08, 2007

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 6,699.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

HSBC  
961 Weigel Drive  
Elmhurst, IL 60126

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.



Mortgage Account Number 429412-4  
Page 6  
November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: angela.m.lamantia@us.hsbc.com



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Mortgage Account Number 429412-4

Page 7

November 08, 2007

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

ASSUMPTION OF MORTGAGE - You may or x may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale and that the other requirements or 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 NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING  
OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
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OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Mary V Trich  
9626 Tyler Rd  
Penfield, PA 15849

Dear Mary V Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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

La 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. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.



Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Service: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to  
a temporary stay of foreclosure on your mortgage for thirty (30)  
days from the date of this Notice. During that time you must  
arrange and attend a "face-to-face" meeting with one of the  
consumer credit counseling agencies listed at the end of this  
Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF  
YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING  
YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO  
CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE  
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CE118





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Mortgage Account Number 429412-4  
Page 3  
November 08, 2007

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 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.



Mortgage Account Number 429412-4  
Page 4  
November 08, 2007

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

08-13-07 through 11-01-07	\$ 1,320.75
<u>Other charges:</u>	
\$4,954.01 Corporate Advance	
\$ 172.84 Late Charges	
\$116.50 Inspection Fees	
\$135.00 Insufficient Funds	
<u>TOTAL AMOUNT PAST DUE: \$ 6,699.10</u>	

CE119



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Mortgage Account Number 429412-4  
Page 5  
November 08, 2007

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 6,699.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

HSBC  
961 Weigel Drive  
Elmhurst, IL 60126

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.



Mortgage Account Number 429412-4  
Page 6  
November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: angela.m.lamantia@us.hsbc.com



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4

Page 7

November 08, 2007

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

ASSUMPTION OF MORTGAGE - You may or x may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale and that the other requirements or 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 NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING  
OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Mary V Trich  
RD 1 Box 211  
Penfield, PA 15849

Dear Mary V Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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

La 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. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.



Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Servicer: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

CE118



Mortgage Account Number 429412-4

Page 4

November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

08-13-07 through 11-01-07 \$ 1,320.75

Other charges:

\$4,954.01 Corporate Advance

\$ 172.84 Late Charges

\$116.50 Inspection Fees

\$135.00 Insufficient Funds

TOTAL AMOUNT PAST DUE: \$ 6,699.10

CE119





Mortgage Account Number 429412-4

Page 6

November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: angela.m.lamantia@us.hsbc.com



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 7  
November 08, 2007

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Charles W. Trich  
9626 Tyler Rd  
Penfield, PA 15849

Dear Charles W. Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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

La 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. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.



Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Servicer: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

CE118



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 3  
November 08, 2007

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 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.



Mortgage Account Number 429412-4

Page 4

November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

08-13-07 through 11-01-07 \$ 1,320.75

Other charges:

\$4,954.01 Corporate Advance

\$ 172.84 Late Charges

\$116.50 Inspection Fees

\$135.00 Insufficient Funds

TOTAL AMOUNT PAST DUE: \$ 6,699.10

CE119.



Mortgage Account Number 429412-4

Page 4

November 08, 2007

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TOTAL AMOUNT PAST DUE: \$ 6,699.10

CE119



PLEASE NOTE THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 5  
November 08, 2007

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 6,699.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

HSBC  
961 Weigel Drive  
Elmhurst, IL 60126

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.





Mortgage Account Number 429412-4

Page 6

November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: <a href="mailto:angela.m.lamantia@us.hsbc.com">angela.m.lamantia@us.hsbc.com</a>



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
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OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 7  
November 08, 2007

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.

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YOU MAY ALSO HAVE THE RIGHT:

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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 NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121

# **EXHIBIT “C”**

April 1, 2008

Telephone call to Marilyn at the Sheriff's Office. She advised that the defendant was served on January 30, 2008 at 9626 Tyler Road, Penfield, PA 15849. She advised their office was backlogged and can not file the Return of Service at this time. She suggested we file a Petition to force Sheriff to file the Return.

# **EXHIBIT “D”**

**Pluese, Becker & Saltzman, LLC.**

Robert F. Thomas, Esquire

Attorney Identification No.: 70206

20000 Horizon Way, Suite 900

Mt. Laurel, NJ 08054

(856) 813-1700

Attorney for Plaintiff

87000

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE COMPANY OF  
PENNSYLVANIA

Plaintiff,

v.

MARY V. TRICH, ATTORNEY IN FACT  
FOR CHARLES W. TRICH, AND  
MARY V. TRICH

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 08-118-CD

Defendant(s).

**NOTICE OF INTENTION TO TAKE DEFAULT UNDER Pa. R.C.P. 237.1**

**IMPORTANT NOTICE**

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims asserted against you. Unless you act within ten (10) days from the date of this Notice as set forth below, a Judgment may be entered against you without a hearing and you may lose your property or other important rights and may be liable for money damages. You should take this Notice to a 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 Lawyer Referral Service  
PENNSYLVANIA BAR ASSOCIATION

PO BOX 186

HARRISBURG, PA 17108

800-692-7375

NOTIFICACION IMPORTANTE

Usted está en incumplimiento de su obligación legal de presentar, ya sea personalmente o por medio de su abogado, una declaración por escrito y por no haber presentado por escrito sus defensas a los cargos que se han presentado en su contra. Si usted no toma acción dentro de diez (10) días de la fecha de esta Notificación, se registrará una sentencia en su contra sin audiencia y usted podrá perder su propiedad u otros derechos importantes y podrá ser responsable por daños monetarios. Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado, vaya en persona o llame por teléfono a la oficina cuya. Esta oficina puede proveer de usted la información sobre emplear a un abogado. Si usted no puede permitirse a la ira de h a la capa, esta oficina puede poder proveer de usted la información sobre las agencias que pueden ofrecer servicios jurídicos a las personas elegibles en un honorario reducido o ningún honorario.

1.

PENNSYLVANIA Lawyer Referral Service  
PENNSYLVANIA BAR ASSOCIATION  
PO BOX 186  
HARRISBURG, PA 17108  
800-692-7375

Date of Notice: March 10, 2008

PERSONS SERVED:

Mary V. Trich, Attorney in Fact for Charles W. Trich  
9626 Tyler Road  
Penfield, PA 15849

Mary V. Trich  
9626 Tyler Road  
Penfield, PA 15849

PLUESE, BECKER & SALTZMAN, LLC.

By: 

Robert F. Thomas, Esquire  
Attorneys for Plaintiff

Pluese, Becker & Saltzman, LLC.  
Robert F. Thomas, Esquire  
Attorney Identification No.: 70206  
20000 Horizon Way, Ste. 900  
Mt. Laurel, NJ 08054  
(856)813-1700  
Attorneys for Plaintiff

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE COMPANY OF  
PENNSYLVANIA

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Plaintiff,

v.

MARY V. TRICH, ATTORNEY IN FACT  
FOR CHARLES W. TRICH AND MARY  
V. TRICH

Defendants.

CIVIL ACTION

COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

CLEARFIELD COUNTY BAR ASSOCIATION  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
PO BOX 186  
HARRISBURG, PA 17108  
800-692-7375

NOTICIA

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

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

CLEARFIELD COUNTY BAR ASSOCIATION  
PENNSYLVANIA LAWYER REFERRAL SERVICE  
PO 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.

JAN 24 2008

Attest.

*William L. B...*  
Prothonotary/  
Clerk of Courts



CIVIL ACTION -- COMPLAINT IN MORTGAGE FORECLOSURE

1. The Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania is a corporation having been organized under the laws of the United States of America and having its principal place of business at 577 Lamont Road, Elmhurst, IL 60126.

2. (a) Defendant, Mary V. Trich, Attorney in Fact for Charles W. Trich and Mary V. Trich are individuals whose last known address is 9626 Tyler Road, Penfield, PA 15849.

(b) Defendants, Mary V. Trich, Attorney in Fact for Charles W. Trich and Mary V. Trich holds an interest in the subject property as mortgagor and record owner.

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

3. (a) The subject mortgage (the "Mortgage") is described as follows:

Original Mortgage executed on: August 8, 2002

Mortgage recorded on: August 16, 2002 as Instrument ID No. 200213117

Mortgage assigned to Plaintiff by Assignment of Mortgage dated February 8, 2007

Assignment recorded: April 11, 2007 as Instrument ID No. 200705824

County of: Clearfield

See Exhibit "A," Note and Mortgage.

(b) The Mortgage encumbers property (the "Subject Property") located at:  
RD 1, Box 211, Penfield, PA 15849

(c) The "legal" description of the Subject Property, expressed in metes and bounds, is incorporated in the Mortgage. See Exhibit "A," Mortgage.

(d) (e) Pursuant to Pa. R.C.P. 1147 (1) and 1019(g) Plaintiff is not obliged to append copies of the above mentioned publicly recorded documents to this mortgage foreclosure action. These documents are, however, appended hereto and incorporated herein by reference, together with the underlying Note, as Exhibit "A," Mortgage and Note.

4. The requisite pre-foreclosure Combined "Act" Notice has been sent to the Defendant(s) by regular and certified mail as required by 35 P.S. §1680.403c on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B".

5. The Mortgage is in default (the "Default") because the Defendant(s) failed to timely tender the monthly payment of \$446.27 due and/or to be applied to the payment due August 13, 2007 (the "Default Date"), and thereafter failed to make the monthly payments.

6. Pursuant to the terms of the Mortgage, the secured loan obligation has been accelerated.

7. By reason of the foregoing Default, Plaintiff respectfully requests entry of judgment *in rem* incorporating the following sums:

- |     |  |             |
|-----|--|-------------|
| (a) | Outstanding Principal Balance  | \$46,131.95 |
| (b) | Interest due and owing at the rate of 12.50% calculated from the Default Date through January 18, 2008. Interest will continue to accrue at the per diem rate of \$13.87 through the date of entry of Judgment <i>in rem</i> . | \$2,578.14  |
| (c) | Attorneys' fees  | \$1,250.00  |

(d)	Title Search	\$425.00
(e)	Corporate Advance	\$5,542.51
(f)	Late Charges	\$172.39
(g)	NSF Charges	\$135.00
(h)	Property Inspections	\$88.00
(i)	Delinquent Real Estate Taxes Paid by Plaintiff	\$1,334.22

**TOTAL *IN REM* JUDGMENT SOUGHT BY PLAINTIFF** **\$57,657.21**

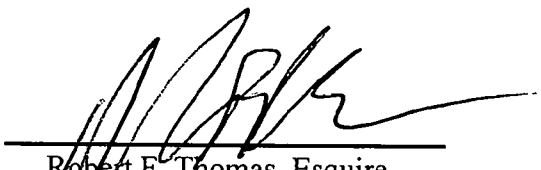
8. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated or satisfied prior to the Sale, reasonable attorneys' fees will be charged.

WHEREFORE, the Plaintiff demands:

-- Entry of Judgment *in rem* against the Defendant above named in the total amount of **\$57,657.21** as stated at Paragraph 6, plus additional interest, additional escrow advances expended, additional late charges, plus any other costs incurred through the date of entry of Judgment; and

Foreclosure of the mortgagor's equity of redemption and that of any persons or entities holding or claiming under them and Sheriff's Sale of the subject mortgaged property.

Respectfully Submitted,  
Pluese, Becker & Saltzman, LLC.

By:   
Robert F. Thomas, Esquire  
Attorney for Plaintiff

**NOTICE REQUIRED BY THE  
FAIR DEBT COLLECTION  
PRACTICES ACT, (the act),  
15 U.S.C. SECTION 1601 AS AMENDED**

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

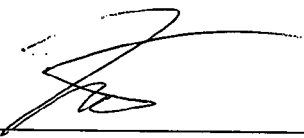
1. The amount of the original debt is stated in paragraph one of the Complaint attached hereto.
  2. The Plaintiff who is named in the attached Notice to Plead and Complaint is the Creditor to whom the debt is owed.
  3. The debt described in the Complaint attached hereto and evidenced by the copy of the mortgage/note will be assumed to be valid by the Creditor's law firm, unless the Debtor(s), within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
  4. If the Debtor notifies the Creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
  5. If the Creditor who is named as Plaintiff in the attached Notice to Plead and Complaint is not the original creditor, and if the Debtor makes written request to the Creditor's law firm within twenty (20) days from the receipt of this Notice, the name and address of the original Creditor will be mailed to the Debtor by the Creditor's law firm.
  6. Written request should be addressed to Pluese, Becker & Saltzman, LLC 20000 Horizon Way Suite 900 Mt Laurel, New Jersey 08054.. Attention: Rob Saltzman, Esquire
-

# VERIFICATION

The undersigned, an authorized representative of HSBC Mortgage Corporation, hereby verifies that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are taken from the records maintained by the Plaintiff and reviewed by the undersigned who has personal knowledge and access to the business records of the Mortgage held by the Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa C.S.A. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

DATE: Jan 21, 2003

BY: 

Name: Laura Hescott

Title: Attorney in Fact

Loan No. 4294124

TRICH  
PLA02

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200213117  
RECORDED ON  
AUG 16, 2002  
11:30:12 AM  
Total Pages: 15  
RECORDING FEES - \$35.00  
RECORDER  
COUNTY IMPROVEMENT \$2.00  
FUND  
RECORDER  
IMPROVEMENT FUND \$3.00  
STATE ADIT TAX \$0.50  
TOTAL \$40.50  
CUSTOMER  
NATIONAL REAL ESTATE  
INFORMATION SERVICES

[Space Above This Line for Recording Data]

File # 1612449

Cust # 1329287

### PENNSYLVANIA ADJUSTABLE RATE PAYMENT MORTGAGE - FIRST LIEN

THIS MORTGAGE ("Security Instrument") is given on AUGUST 08, 2002 The mortgagor is <sup>INT</sup> MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH MARRIED, CHARLES W. TRICH <sup>CW</sup> MARY V. TRICH, MARRIED ("Borrower"), whose address is RD NO 1 BOX 211, PENFIELD, PA 15849. This Security Instrument is given to CHAMPION MORTGAGE, A DIVISION OF KEY BANK, USA, NATIONAL ASSOCIATION, ("Lender"), a national bank organized and existing under the laws of the United States, and whose address is 2 GATEHALL DRIVE, PARSIPPANY, NJ 07054. Borrower owes Lender the principal sum of FORTY TWO THOUSAND, FOUR HUNDRED AND 00/100 Dollars (U.S. \$42,400.00). This debt is evidenced by the Borrower's Note ("Note") dated the same date as this Security Instrument, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 13, 2032.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in CLEARFIELD County, Commonwealth of Pennsylvania.

- See Schedule A Attached Hereto and Made a Part Hereof -

Tax Parcel # 119-101-16

which has the address of RD 1 BOX 211, PENFIELD, PENNSYLVANIA ("Property Address");

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

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

Exhibit 'A'

## EXHIBIT A

## LEGAL DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE AND BEING IN THE TOWNSHIP OF HOUSTON, COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA;

## FIRST PARCEL

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF THIS DESCRIBED PARCEL, SAID IRON PIN BEING S 0 26' E, A DISTANCE OF 613.95' FROM THE SOUTHWEST CORNER OF LANDS OF LEO & VERONICA BROWN AS DESCRIBED IN DB 682-PG 178 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS; THENCE THROUGH LANDS OF UNDERHILL COAL MINING COMPANY, WHICH THIS PARCEL IS A PART, S 72 06' E, A DISTANCE OF 148-54' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF UNDERHILL COAL MINING COMPANY S 0 22' W, A DISTANCE OF 182.00' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF THE SAME S 24 57' W, A DISTANCE OF 190.19' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF THE SAME N 77 43' W, A DISTANCE OF 101.91' TO AN IRON PIN ON THE EASTERN RIGHT OF WAY OF TYLER ROAD; THENCE ALONG THE EASTERN RIGHT OF WAY OF TYLER ROAD N 12 17' E, A DISTANCE OF 89.70' TO A POINT; THENCE STILL ALONG RIGHT OF WAY BY A CURVE TO THE LEFT HAVING A RADIUS OF 866.50', A LENGTH OF 180.18', AND A DELTA OF 11 55' TO A POINT; THENCE ~~STILL ALONG SAME N 0 22' E, A DISTANCE OF 112.00' TO AN~~ IRON PIN, THE PLACE OF BEGINNING.

CONTAINING 1.1 ACRES AND BEING PART OF A LARGER TRACT OF UNDERHILL COAL MINING COMPANY AS DESCRIBED IN DB 330-PG 422 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS.

## SECOND PARCEL

BEGINNING AT AN IRON PIN AT THE SOUTHEASTERN CORNER OF THIS DESCRIBED PARCEL, SAID CORNER BEING ON THE WESTERN RIGHT OF WAY LINE OF TYLER ROAD AND N 77 43' W, A DISTANCE OF 33.00' FROM THE SOUTHWESTERN CORNER OF THE FIRST PARCEL; THENCE THROUGH LANDS OF UNDERHILL COAL MINING COMPANY, N 77 43' W, A DISTANCE OF 45.00' TO AN IRON PIN; THENCE STILL THROUGH LANDS OF SAME, N 12 17' E, A DISTANCE OF 89.70' TO A POINT; THENCE STILL THROUGH LANDS OF THE SAME BY A CURVE TO THE LEFT HAVING A RADIUS OF 788.50' A LENGTH OF 116.89', AND A DELTA OF 08 29' 37" TO AN IRON PIN; THENCE STILL

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THROUGH LANDS OF THE SAME , N 83 29' E, A DISTANCE OF 45.70' TO AN IRON PIN ON THE WESTERN RIGHT OF WAY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 833.50' A LENGTH OF 131.73', AND A DELTA OF 09 03' 20" TO A POINT; THENCE STILL ALONG SAID RIGHT OF WAY, S 12 17' W, A DISTANCE OF 89.70' TO AN IRON PIN, THE PLACE OF BEGINNING.

CONTAINING 0.2 ACRE AND BEING A PART OF A LARGER TRACT OF UNDERHILL COAL MINING COMPANY AS DESCRIBED IN DB 330-PG 422 RECORDED AT THE CLEARFIELD COUNTY RECORDER OF DEEDS.

ADDRESS: RD 1 BOX 211; PENFIELD, PA 15849.

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Borrower and Lender covenant and agree as follows.

**1. Payment of Principal and Interest; Prepayment and Late Charges; Dishonored Check Charge**

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. If Borrower makes a payment by check, draft or money order and such check, draft or money order is dishonored on the second presentment, Borrower shall pay a dishonored check charge of \$20.00.

**2. Funds For Taxes and Insurance**

Subject to applicable law, upon written notice from Lender requiring that Borrower escrow funds for the payment of taxes and insurance, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U S C § 2601 et seq ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays to Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan evidenced by the Note, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds.

Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held under applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 19, Lender shall acquire or

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sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

### 3. Application of Payments

Unless otherwise required by applicable law, Lender will apply payments received under Paragraph 1 in accordance with the terms of the Note.

### 4. Charges; Liens

Borrower shall pay or cause to be paid, when due, all taxes, assessments, charges, fines and ~~impositions attributable to the Property which may attain priority over this Security Instrument, and~~ leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

### 5. Hazard or Property Insurance

Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender or applicable law requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender, or applicable law requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's Security would be lessened, the insurance proceeds shall be applied to

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the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds.

Lender may use the proceeds received by Lender to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

#### **6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds**

Unless Borrower's loan application and the Lender's loan approval provided that the Property was not required to be occupied as Borrower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing which consent shall not be unreasonable withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

#### **7. Protection of Lender's Rights in the Property**

If Borrower fails to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, paying real estate taxes, flood insurance and mortgage insurance premiums, appearing in court, paying reasonable attorney fees, entering on the Property to make repairs, and paying property insurance premiums. Although Lender may take action under this paragraph 7, Lender does not have to do so.



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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

#### **8. Mortgage Insurance**

If Lender required mortgage insurance as a condition of making the loan evidenced by the Note and secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender.

If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement of mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

#### **9. Inspection**

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

#### **10. Condemnation**

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Unless Lender and Borrower otherwise agree in writing, any application of such proceeds which does not pay the sums secured by this Security Instrument in full, shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

#### **11. Borrower Not Released; Forbearance by Lender Not a Waiver**

Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for



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payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy, hereunder or under the Note, shall not be a waiver of or preclude the exercise of any other right or remedy at that time, or of the same or any other right or remedy at any other time.

## 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19(B). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that ~~Borrower's interest in the Property under the terms of this Security Instrument;~~ (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

## 13. Loan Charges

If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

## 14. Notices

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first-class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first-class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

## 15. Governing Law; Severability

This Security Instrument shall be governed by federal law including, if the Note so provides, the Alternative Mortgage Transaction Parity Act of 1982 (12 U.S.C. § 3801 et. seq.), and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

mt  
cwt

**16. Borrower's Copy**

Borrower acknowledges receipt of a conformed copy or a photocopy of the Note and of this Security Instrument.

**17. Sale of Note; Change of Loan Servicer**

The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**18. Hazardous Substances**

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**19. Lender's Rights if Borrower Fails to Keep Promises**

If any of the events or conditions described in subparagraphs (A), (B), or (C) of this paragraph 19 shall occur, Lender, after giving Borrower timely notice of Borrower's rights to cure as is then required by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require Borrower to make Immediate Payment in Full.



mvT  
cwT

If Lender requires Immediate Payment in Full, Lender may, without further demand, foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred pursuing foreclosure including, but not limited to, attorney fees and cost of title evidence to the extent permitted by applicable law.

Subject to the applicable notice and cure provisions, if any, set forth above in this paragraph 19, Lender may require Immediate Payment in Full under this paragraph 19 if.

- (A) Borrower is in default under the terms of the Note; or
- (B) All or any part of the Property, or any interest in the Property is sold or transferred (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent; or
- (C) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender, or if Borrower is otherwise in default under this Security Instrument, or if any of the covenants, representations and/or warranties made by Borrower in this Security Instrument are not true and correct in any material respect or are otherwise breached by Borrower

**20. Release**

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

**21. Waivers**

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

**22. Reinstatement**

Borrower's time to reinstate, to the extent, if any, provided in paragraph 19, shall extend to one hour prior to commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**23. Purchase Money Mortgage**



*mv7  
cw7.*

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

**24. Interest Rate After Judgment**

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

**25. Riders to this Security Instrument**

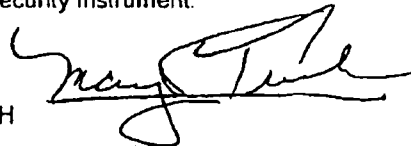
If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

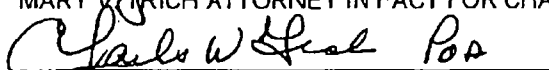
**NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**


BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH

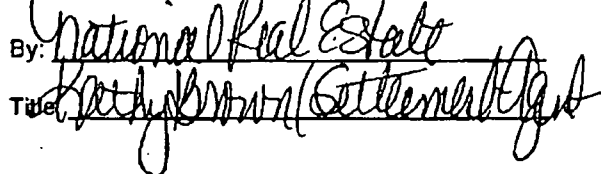
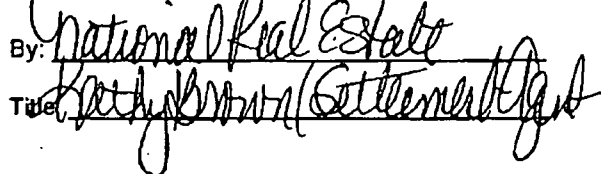


  
CHARLES W. TRICH

Witness   
WITNESS

I hereby certify that the precise address of the Lender (Mortgagee) is 2 GATEHALL DRIVE, PARSIPPANY, NJ 07054.

On Behalf of the Lender.

By:   
Title: 



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD )

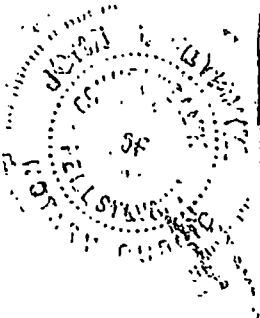
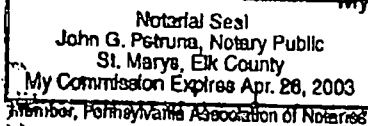
:SS

On this 8TH day of AUGUST, 2002, before me JOHN G. PETRUNA, the undersigned  
NOTARY officer, personally appeared MARY V. TRICH ATTORNEY IN FACT FOR  
CHARLES W TRICH MARRIED, CHARLES W TRICH MARRIED, ~~known to me (or satisfactory~~ MARY V. TRICH,  
proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
that he/she/they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

  
Notary Public

My Commission Expires: 4-26-3



*not  
ew7*

Champion Mortgage, 2 Gatehall Drive, Parsippany, NJ 07054

File # 1612449

Cust # 1329287

**PENNSYLVANIA ADJUSTABLE RATE PAYMENT MORTGAGE NOTE - FIRST LIEN**

(1 Year Treasury Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

I hereby certify that this is a true and correct copy  
of the original Note.

AUGUST 08, 2002

ST. MARYS, PENNSYLVANIA

Signature

RD 1 BOX 211, PENFIELD, PENNSYLVANIA

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$42,400.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is CHAMPION MORTGAGE, A DIVISION OF KEY BANK, USA, NATIONAL ASSOCIATION. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

I agree to pay interest at an initial rate of 9.375% per year computed on the basis that a year consists of twelve (12) months, each containing thirty (30) days. Interest will be charged on the unpaid principal until the full amount of the principal is repaid. The interest rate I will pay will change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and by Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 13TH day of each month beginning on SEPTEMBER 13, 2002. I will make these payments every month until I have paid off all the principle, interest, and any other charges described below that I may owe under this Note. If, on AUGUST 13, 2032, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

Each regularly scheduled payment I make will be applied first to accrued and unpaid interest, then to the outstanding principal balance and then to any other charges due under this Note or under any mortgage securing this Note. I understand and agree that interest will accrue, be computed and be collected for the period from one scheduled payment due date to the next, on the assumption that each such payment period consists of thirty (30) days, regardless of the date on which my payment is actually received. I understand that if you receive a payment after its due date and any applicable grace period, I will owe a late charge under paragraph 7(A) of this Note.

I will make my monthly payments at 2 GATEHALL DRIVE, PARSIPPANY, NJ 07054 or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments will be in the amount of U.S. \$352.66. This amount may change.

**(C) Monthly Payment Changes**

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on AUGUST 13, 2003, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one (1) year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date forty-five (45) days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index, which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my interest rate by adding SEVEN AND 225/1000 percentage (7.225%) points to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.375% or less than 7.375%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage (2%) points from the rate of interest I have been paying for the preceding twelve (12) months. My interest rate will never be greater than 15.375% ("lifetime cap"), and will never be lower than 7.225% ("floor"), during the term of this loan.

##### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### 5. BORROWER'S RIGHT TO MAKE PREPAYMENTS

- (A) I have the right to make extra or additional payments of principal under this Note at any time, subject to the provisions of Section 5(C). An extra or additional payment of principal is known as a "prepayment." When I make a "prepayment," I will tell the Note Holder in writing that I am doing so.
- (B) I agree that the Note Holder will apply any prepayment to reduce the principal. If I make a prepayment of less than the outstanding principal balance plus accrued interest and other charges due, there will be no changes in the amounts of, or changes or delays in the due dates of, my scheduled monthly payments unless the Note Holder agrees in writing to such changes.
- (C) If I repay the original Principal amount of this loan prior to the NOT APPLICABLE anniversary of the Note, I agree to pay a PREPAYMENT PENALTY equal to 0.00% of the original principal loan amount.

#### 6. LOAN CHARGES

If a law or regulation which applies to this loan, and which sets maximum loan charges, is finally interpreted so that the interest, any other charges, the method of calculating any interest or other charges, or any other provision of this Note exceeds permitted limits or conflicts with the requirements of such law or regulation, then any such interest or charge shall be limited to that permitted and any sums already collected which exceed such limits shall be refunded to me. To that end, I agree that the provisions of this Note are severable and all provisions in this Note not in conflict with any such interpretation, law or regulation shall remain in full force and effect. Any refund hereunder, at Note Holder's option, may be made by a credit to the principal balance or by direct payment to me.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge For Overdue Payment**

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN (15) calendar days after the date is due, I will pay a late charge to the Note Holder. The amount of the late charge will be THE LESSER OF \$50.00 OR FIVE percent (5%) of my overdue payment. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

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

I will also be in default if I fail to keep any of my promises made in my mortgage executed this date in favor of Lender.

**(C) Notice of Default**

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

**(D) No Waiver by Note Holder**

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

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

If I default, whether or not the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for its bona fide costs and reasonable costs and expenses paid to third parties as provided in the Mortgage, but only to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney fees incurred by the Note Holder upon the commencement of a foreclosure or other legal action.

**(F) Dishonored Check Charge**

I will pay a dishonored check charge of \$20.00 to the Note Holder for each check or other instrument, or payment order, given in payment under this Note which is returned to the Note Holder unpaid.

**8. GIVING OF NOTICES**

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

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

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**10. BORROWER'S WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment, notice of dishonor and protest. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor," means the right to require the Note Holder to give notice to other persons that amounts due have not been paid. "Protest" means the right to require the Note Holder to obtain official certification of nonpayment.

11. APPLICABLE LAW


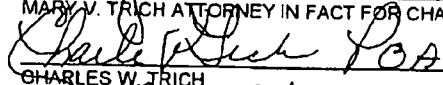
Lender, Key Bank USA, National Association, is a national bank located in the State of Ohio. Consequently, this Note is governed by the laws of the United States of America and the State of Ohio, whether or not I live in or execute this Note in said state. This Note is entered into between Lender and me in, is accepted by Lender in and credit is extended to me from the State of Ohio. The laws of the state where the real property securing this Note is located shall, however, govern the rights and obligations of Lender and me under, and all other terms and conditions of, the Security Instrument.


12. THIS NOTE SECURED BY A MORTGAGE

In addition to the protection given to the Note Holder under this Note, a Mortgage, dated the date of this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That mortgage describes how and under what additional conditions I may be required to make Immediate Payment in Full of all amounts that I owe under this Note.

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

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

  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH  
  
CHARLES W. TRICH

  
MARY V. TRICH

Witness:

  
WITNESS

CHAMPION MORTGAGE, 2 GATEHALL DRIVE, PARSIPpany, NJ 07054

File # 1612449

Cust # 1329287

**PENNSYLVANIA ADJUSTABLE RATE RIDER TO MORTGAGE NOTE**

Date of Note: AUGUST 08, 2002

**Borrower(s) Name(s):**

MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH  
CHARLES W. TRICH

**Secured Property Address:**

RD 1 BOX 211  
PENFIELD, PENNSYLVANIA


Loan Amount: \$42,400.00

In the event Lender has not received (at the previously designated funding location or the Lender's corporate headquarters) and approved all of the documents and/or information which it requires to fund the above mentioned loan on AUGUST 13, 2002, then this loan may be cancelled or funded at a later date, at the sole option of the Lender. If the Lender chooses to fund this loan at a date subsequent to AUGUST 13, 2002 then, regardless of what appears elsewhere in the loan documents, the first payment will be due one month after the loan is funded. Future payments will be due on the same day of each month as the first payment. Interest will be charged to the Applicant(s) beginning on the date money is disbursed by the Lender. The maturity date will be extended and will be 360 months from the date of funding the loan.

All other terms, as evidenced in the Mortgage Note, Security Instrument and other loan documents, remain the same.

**ACKNOWLEDGMENT**

I/We the applicant(s) have read and understand the contents of this Rider to Mortgage Note and agree to its terms and conditions by signing and dating below.

  
MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH

  
CHARLES W. TRICH

Date: 8-8-2

Witness: 

WITNESS



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Charles W. Trich  
RD 1 Box 211  
Penfield, PA 15849

4294124

Dear Charles W. Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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

La 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. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

November 08, 2007

Charles W. Trich  
RD 1 Box 211  
Penfield, PA 15849

4294124

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TAKE ACTION TO SAVE  
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FORECLOSURE

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Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Servicer: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

CE118



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 3  
November 08, 2007

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 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.



Mortgage Account Number 429412-4  
Page 4  
November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

08-13-07 through 11-01-07	\$ 1,320.75
<u>Other charges:</u>	
\$4,954.01 Corporate Advance	
\$ 172.84 Late Charges	
\$116.50 Inspection Fees	
\$135.00 Insufficient Funds	
<u>TOTAL AMOUNT PAST DUE: \$ 6,699.10</u>	

CE119



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 5  
November 08, 2007

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 6,699.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

HSBC  
961 Weigel Drive  
Elmhurst, IL 60126

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.



Mortgage Account Number 429412-4

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November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: <a href="mailto:angela.m.lamantia@us.hsbc.com">angela.m.lamantia@us.hsbc.com</a>



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Mortgage Account Number 429412-4

Page 7

November 08, 2007

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

ASSUMPTION OF MORTGAGE - You may or x may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale and that the other requirements or 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 NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING  
OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
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November 08, 2007

Mary V Trich  
9626 Tyler Rd  
Penfield, PA 15849

Dear Mary V Trich:

ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE

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

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

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

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

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

La 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 numero mencionado arriba. Puedes ser elegible para un prestamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la perdida del derecho a redimir su hipoteca.



Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Servicer: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

CE118





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Mortgage Account Number 429412-4  
Page 3  
November 08, 2007

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Mortgage Account Number 429412-4

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November 08, 2007

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TOTAL AMOUNT PAST DUE: \$ 6,699.10

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Mortgage Account Number 429412-4  
Page 5  
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Mortgage Account Number 429412-4

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November 08, 2007

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HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: angela.m.lamantia@us.hsbc.com



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Mortgage Account Number 429412-4

Page 7

November 08, 2007

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.

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TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR  
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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  
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CE121



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November 08, 2007

Mary V Trich  
RD 1 Box 211  
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Page 2

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Mortgage Account Number 429412-4

Page 4

November 08, 2007

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Mortgage Account Number 429412-4  
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The name, address, and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869.)

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

La 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. Puedes ser elegible para un préstamo por el programa llamado "Homeowner's Emergency Mortgage Assistance Program" el cual puede salvar su casa de la pérdida del derecho a redimir su hipoteca.



Page 2

Homeowner's Name(s): Mary V Trich  
Charles W Trich  
Property Address: Rd 1 Box 211  
Penfield PA 15849  
Loan Account Number: 429412-4  
Original Lender: CL-CHAMP  
(If original lender blank then original lender and current lender  
are same).  
Current Lender/Service: HSBC Mortgage Corporation (USA)

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

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

CE118



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 3  
November 08, 2007

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 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.



Mortgage Account Number 429412-4

Page 4

November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

---

08-13-07 through 11-01-07 \$ 1,320.75

Other charges:

\$4,954.01 Corporate Advance

\$ 172.84 Late Charges

\$116.50 Inspection Fees

\$135.00 Insufficient Funds

---

TOTAL AMOUNT PAST DUE: \$ 6,699.10

---

CE119.



Mortgage Account Number 429412-4

Page 4

November 08, 2007

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at: Rd 1 Box 211

IS SERIOUSLY IN DEFAULT because:

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

---

08-13-07 through 11-01-07 \$ 1,320.75

Other charges:

\$4,954.01 Corporate Advance

\$ 172.84 Late Charges

\$116.50 Inspection Fees

\$135.00 Insufficient Funds

---

TOTAL AMOUNT PAST DUE: \$ 6,699.10

---

CE119



PLEASE NOTE THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4  
Page 5  
November 08, 2007

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

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 6,699.10, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check, or money order made payable and sent to:

HSBC  
961 Weigel Drive  
Elmhurst, IL 60126

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.





Mortgage Account Number 429412-4  
Page 6  
November 08, 2007

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

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

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

HOW TO CONTACT THE LENDER:

Name of Lender:	HSBC
Address:	961 Weigel Drive, Elmhurst IL 60126
Phone Number:	1-888-245-9318
Fax Number:	1-630-617-7145
Contact Person:	Angela M. Lamantia email: <a href="mailto:angela.m.lamantia@us.hsbc.com">angela.m.lamantia@us.hsbc.com</a>



PLEASE NOTE THAT THIS IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Mortgage Account Number 429412-4

Page 7

November 08, 2007

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

ASSUMPTION OF MORTGAGE - You may or x may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges, and attorney's fees and costs are paid prior to or at the sale and that the other requirements or 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 NON-EXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

Sincerely,

Monica Johnson  
Default Servicing

CE121

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103674  
NO: 08-118-CD  
SERVICE # 1 OF 5  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V. TRICH

**SHERIFF RETURN**

---

NOW, January 30, 2008 AT 9:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY V. TRICH, Attorney in fact for Charles W. Trich DEFENDANT AT RESIDENCE 9626 TYLER ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES TRICH, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

**FILED**  
11:51 AM  
MAY 07 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 103674  
NO: 08-118-CD  
SERVICE # 2 OF 5  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V. TRICH

**SHERIFF RETURN**

---

NOW, January 30, 2008 AT 9:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY V. TRICH, Attorney in fact for Charles W. Trich DEFENDANT AT 9626 TYLER ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES TRICH, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

RD#1 BOX 211, PENFIELD "OCCUPIED"

SERVED BY: COUDRIET /

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 103674  
NO: 08-118-CD  
SERVICE # 3 OF 5  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V. TRICH

**SHERIFF RETURN**

---

NOW, January 30, 2008 AT 9:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT DEFENDANT AT 9626 TYLER ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES TRICH, OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

RD#1 BOX 211, PENFIELD, PA. "OCCUPIED"

SERVED BY: COUDRIET /

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 103674  
NO: 08-118-CD  
SERVICE # 4 OF 5  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V. TRICH

**SHERIFF RETURN**

---

NOW, January 30, 2008 AT 9:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY V. TRICH DEFENDANT AT 9626 TYLER ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES TRICH, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

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

Service # 5 of 5 Services

Sheriff Docket # **103674**

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

Case # 08-118-CD

vs.

MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V.  
TRICH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

## SHERIFF RETURNS

NOW May 06, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED,  
TIME EXPIRED" AS TO MARY V. TRICH, DEFENDANT. CAN NOT SERVE A P.O. BOX

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103674  
NO: 08-118-CD  
SERVICES 5  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a  
vs.  
DEFENDANT: MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V. TRICH

SHERIFF RETURN

RETURN COSTS


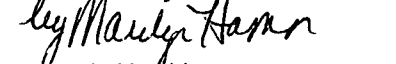
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PLUESE	83641	30.00
SURCHARGE	PLUESE	83640	20.00
SHERIFF HAWKINS	PLUESE	83640	57.57

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,

  
by 

Chester A. Hawkins  
Sheriff



**Pluese, Becker & Saltzman, LLC**

Attorneys At Law

20000 Horizon Way, Suite 900

Mt. Laurel, NJ 08054

Rob Saltzman, Esquire

Attorney ID NO.: 53957

856/813-1700

Attorney for Plaintiff

87000

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of  
Pennsylvania,

Plaintiff,

v.

Mary V. Trich, Attorney in

Fact for Charles W. Trich

Mary V. Trich,

Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 08-118-CD

**PRAECIPE TO ENTER JUDGMENT  
AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter Default Judgment in favor of Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, and against Defendant(s), Mary V. Trich, Attorney in Fact for Charles W. Trich and Mary V. Trich, for failure to file an Answer to Plaintiff's Civil Action in Mortgage Foreclosure within the time provided for by applicable law from service thereof.

Service was made on the Defendant(s) by Sheriff of Clearfield County.

**FILED**

MAY 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pd \$20.00  
m/2:15/08  
1CCD Notice to Defs.  
Statement to Atty  
(6)

Assess Damages as follows:

Total Demand in Complaint	\$57,657.21
---------------------------	-------------

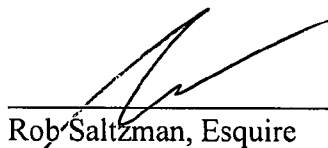
Interest due and owing at the rate of \$13.87 per diem from January 19, 2008 to May 14, 2008	\$ 1,622.79
---	-------------

Additional Property Inspections	\$ 25.00
---------------------------------	----------

<b>TOTAL JUDGMENT TO BE ENTERED</b>	<b>\$59,305.00</b>
-------------------------------------	--------------------

PLUESE, BECKER & SALTZMAN, LLC

By:

  
\_\_\_\_\_  
Rob Saltzman, Esquire  
Attorneys for Plaintiff

**Pluese, Becker & Saltzman, LLC**

Attorneys At Law

20000 Horizon Way, Suite 900

Mt. Laurel, NJ 08054

Rob Saltzman, Esquire

Attorney ID NO.: 53957

856/813-1700

Attorney for Plaintiff

87000

Beneficial Consumer Discount Company

d/b/a Beneficial Mortgage Company of

Pennsylvania,

Plaintiff,

v.

Mary V. Trich, Attorney in

Fact for Charles W. Trich

Mary V. Trich

Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 08-118-CD

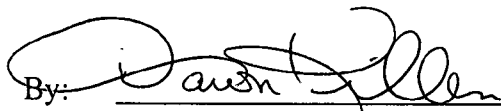
**CERTIFICATION OF MAILING**

I, Dawn Killen, Legal Assistant, of the Law Firm of Pluese, Becker & Saltzman, Attorneys for Plaintiff, hereby certify that I forwarded to the following Defendant(s) on the date(s) listed, by regular mail, a copy of the Notice of Intention to take Default Judgment, Rule 237.1:

Mary V. Trich, Attorney in Fact for Charles W. Trich, 9626 Tyler Road, Penfield, PA 15849

Mary V. Trich, 9626 Tyler Road, Penfield, PA 15849

PLUESE, BECKER & SALTZMAN

By:   
Dawn Killen, Legal Assistant

**Pluese, Becker & Saltzman, LLC**

Attorneys At Law

20000 Horizon Way, Suite 900

Mt. Laurel, NJ 08054

Rob Saltzman, Esquire

Attorney ID NO.: 53957

856/813-1700

Attorney for Plaintiff

87000

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of  
Pennsylvania,

Plaintiff,

v.

Mary V. Trich, Attorney in  
Fact for Charles W. Trich  
Mary V. Trich

Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 08-118-CD

**CERTIFICATION OF ADDRESSES**

I, Dawn Killen, Legal Assistant, of the Law Firm of Pluese, Becker & Saltzman, Attorney for Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, hereby certify that the Plaintiff's correct address is 577 Lamont Road, Elmhurst, IL 60126 and the last known address of each Defendant is as below.

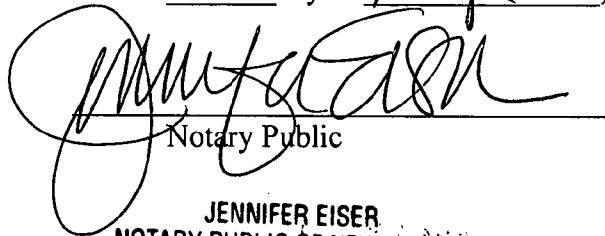
Mary V. Trich, Attorney in Fact for Charles W. Trich , 9626 Tyler Road, Penfield, PA 15849

Mary V. Trich, 9626 Tyler Road, Penfield, PA 15849

I certify that the foregoing information is true and correct to the best of my knowledge, information and belief.

Sworn to and Subscribed before

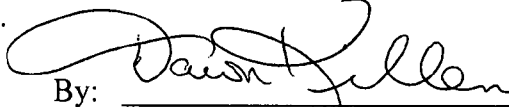
me this 13<sup>th</sup> day of May, 2008.

  
Notary Public

JENNIFER EISER  
NOTARY PUBLIC OF NEW JERSEY  
ID# 2221929  
MY COMMISSION EXPIRES  
5/3/09

PLUESE, BECKER & SALTZMAN, LLC

By:

  
Dawn Killen, Legal Assistant

Attorneys At Law  
20000 Horizon Way, Suite 900  
Mt. Laurel, NJ 08054  
856/813-1700  
Rob Saltzman, Esquire  
Attorney ID No.: 53957  
Attorney for Plaintiff  
87000

Defendants.

# AFFIDAVIT OF NON-MILITARY SERVICE

COUNTY OF CLEARFIELD

: S.S.

I, Rob Saltzman, Esquire, being duly sworn, deposes and says that the averments herein are based upon investigations made and records maintained either by or on behalf of the Plaintiff herein named and that such investigations, including inquiry of the U.S. Department of Defense via their website, <https://www.dmdc.osd.mil/scra/owa/home>, and/or records indicate that the above-named Defendant(s) is/are not in the Military or Naval Service of the United States of America or its Allies as defined by the Servicemembers Civil Relief Act 50 U.S.C. Appx, sec 501, et seq., as amended, and that the age and last known residence and employment of each Defendant are as follows:

Defendant: Mary V. Trich, Attorney in Fact for Charles W. Trich  
Age: Over 18  
Residence: 9626 Tyler Road, Penfield, PA 15849  
Employment: Unknown

Defendant: Mary V. Trich  
Age: Over 18  
Residence: 9626 Tyler Road, Penfield, PA 15849  
Employment: Unknown

PLUESE, BECKER & SALTZMAN, LLC

By: 

Rob Saltzman, Esquire  
Attorney ID No.: 53957

Sworn to and Subscribed before

me this 13<sup>th</sup> day of May, 2008.

  
Notary Public

JENNIFER EISER  
NOTARY PUBLIC OF NEW JERSEY  
ID# 2221929  
MY COMMISSION EXPIRES  
5/3/09

**Pluese, Becker & Saltzman, LLC.**

Robert F. Thomas, Esquire

Attorney Identification No.: 70206

20000 Horizon Way, Suite 900

Mt. Laurel, NJ 08054

(856) 813-1700

Attorney for Plaintiff

87000

BENEFICIAL CONSUMER DISCOUNT  
COMPANY d/b/a BENEFICIAL  
MORTGAGE COMPANY OF  
PENNSYLVANIA

Plaintiff,

v.

MARY V. TRICH, ATTORNEY IN FACT  
FOR CHARLES W. TRICH, AND  
MARY V. TRICH

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

No. 08-118-CD

Defendant(s).

**NOTICE OF INTENTION TO TAKE DEFAULT UNDER Pa. R.C.P. 237.1**

**IMPORTANT NOTICE**

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims asserted against you. Unless you act within ten (10) days from the date of this Notice as set forth below, a Judgment may be entered against you without a hearing and you may lose your property or other important rights and may be liable for money damages. You should take this Notice to a 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 Lawyer Referral Service

PENNSYLVANIA BAR ASSOCIATION

PO BOX 186

HARRISBURG, PA 17108

800-692-7375

NOTIFICACION IMPORTANTE

Usted está en incumplimiento de su obligación legal de presentar, ya sea personalmente o por medio de su abogado, una declaración por escrito y por no haber presentado por escrito sus defensas a los cargos que se han presentado en su contra. Si usted no toma acción dentro de diez (10) días de la fecha de esta Notificación, se registrará una sentencia en su contra sin audiencia y usted podrá perder su propiedad u otros derechos importantes y podrá ser responsable por daños monetarios. Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado, vaya en persona o llame por teléfono a la oficina cuya. Esta oficina puede proveer de usted la información sobre emplear a un abogado. Si usted no puede permitirse a la ira de h a la capa, esta oficina puede poder proveer de usted la información sobre las agencias que pueden ofrecer servicios jurídicos a las personas elegibles en un honorario reducido o ningún honorario.

1.

PENNSYLVANIA Lawyer Referral Service  
PENNSYLVANIA BAR ASSOCIATION  
PO BOX 186  
HARRISBURG, PA 17108  
800-692-7375

Date of Notice: March 10, 2008

PERSONS SERVED:

Mary V. Trich, Attorney in Fact for Charles W. Trich  
9626 Tyler Road  
Penfield, PA 15849

Mary V. Trich  
9626 Tyler Road  
Penfield, PA 15849

PLUESE, BECKER & SALTZMAN, LLC.

By: 

Robert F. Thomas, Esquire  
Attorneys for Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103674

NO: 08-118-CD

SERVICE # 1 OF 5

COMPLAINT IN MORTGAGE FORECLOSURE

COPY

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V. TRICH

SHERIFF RETURN

NOW, January 30, 2008 AT 9:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY V. TRICH, Attorney in fact for Charles W. Trich DEFENDANT AT RESIDENCE 9626 TYLER ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES TRICH, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103674  
NO: 08-118-CD  
SERVICE # 2 OF 5  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V. TRICH

**SHERIFF RETURN**

NOW, January 30, 2008 AT 9:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY V. TRICH, Attorney in fact for Charles W. Trich DEFENDANT AT 9626 TYLER ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES TRICH, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

RD#1 BOX 211, PENFIELD "OCCUPIED"

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103674  
NO: 08-118-CD  
SERVICE # 3 OF 5  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V. TRICH

**SHERIFF RETURN**

NOW, January 30, 2008 AT 9:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TENANT/OCCUPANT DEFENDANT AT 9626 TYLER ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES TRICH, OCCUPANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

RD#1 BOX 211, PENFIELD, PA. "OCCUPIED"

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103674  
NO: 08-118-CD  
SERVICE # 4 OF 5  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V. TRICH

**SHERIFF RETURN**

---

NOW, January 30, 2008 AT 9:30 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARY V. TRICH DEFENDANT AT 9626 TYLER ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES TRICH, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

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

Service # 5 of 5 Services

Sheriff Docket # **103674**

BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

Case # 08-118-CD

vs.

MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V.  
TRICH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW May 06, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED,  
TIME EXPIRED" AS TO MARY V. TRICH, DEFENDANT. CAN NOT SERVE A P.O. BOX

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103674  
NO: 08-118-CD  
SERVICES 5  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY d/b/a

vs.

DEFENDANT: MARY V. TRICH, Attorney in Fact For CHARLES W. TRICH and MARY V. TRICH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PLUESE	83641	30.00
SURCHARGE	PLUESE	83640	20.00
SHERIFF HAWKINS	PLUESE	83640	57.57

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

CLEARFIELD COUNTY COURTHOUSE  
OFFICE OF THE PROTHONOTARY  
230 E. MARKET STREET, P.O. BOX 549  
CLEARFIELD, PA 16830

WILLIAM A. SHAW, PROTHONOTARY

Mary V. Trich, Attorney in  
Fact for Charles W. Trich  
9626 Tyler Road  
Penfield, PA 15849

Mary V. Trich  
9626 Tyler Road  
Penfield, PA 15849

Beneficial Consumer Discount Company  
d/b/a Beneficial Mortgage Company of  
Pennsylvania,

Plaintiff,

v.

Mary V. Trich, Attorney in  
Fact for Charles W. Trich  
Mary V. Trich,

Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO. 08-118-CD

**NOTICE PURSUANT TO RULE 236**

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

William A. Shaw, Prothonotary

5/15/08

[XX] Judgment entered by Default

**IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:**

Rob Saltzman, Esquire, Attorney ID #53957  
PLUESE, BECKER & SALTZMAN, LLC  
20000 Horizon Way, Suite 900  
Mt. Laurel, NJ 08054  
856/813-1700  
Attorneys for Plaintiff

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

COPY

Beneficial Consumer Discount Company  
Beneficial Mortgage Company of Pennsylvania  
Plaintiff(s)

No.: 2008-00118-CD

Real Debt: \$59,305.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Mary V. Trich  
Charles W. Trich  
Defendant(s)

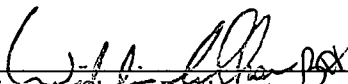
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 15, 2008

Expires: May 15, 2013

Certified from the record this 15th 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



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

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania,  
Plaintiff,

v.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY,  
PENNSYLVANIA

DOCKET NO.: 08-118-CD

Mary V. Trich, Attorney in  
Fact for Charles W. Trich  
Mary V. Trich,

Defendants.

To the Prothonotary:

Issue Writ of Execution in the above matter:

AMOUNT DUE	\$58,694.72
INTEREST	
From 5/15/08 to Date of Sale	\$
@ \$9.74 per diem	
TOTAL DUE:	\$
(Costs to be added)	\$

Prothonotary costs 135.00

Date: May 13, 2008

\_\_\_\_\_  
Rob Saltzman, Esquire  
Attorney for Plaintiff  
20000 Horizon Way, Suite 900  
Mount Laurel, NJ 08054  
(856) 813-1700  
Attorney ID No.: 53957

Note: Please furnish description of Property.

Our File #76388

**FILED** Any pd.  
MAY 15 2008 520.00  
William A. Shaw  
Prothonotary/Clerk of Courts  
1CC @ (writs w/ prep.  
Disc to Sheriff  
(68)

No.: 08-118-CD

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania

v.

Mary V. Trich, Attorney in Fact for Charles W. Trich  
Mary V. Trich

---

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

Filed: \_\_\_\_\_

\_\_\_\_\_  
Attorney for Plaintiff

Address: 9626 Tyler Road, Penfield, PA 15849

Where papers may be served.

ALL THAT CERTAIN piece, parcel or tract of land situate and being in the Township of Huston, County of Clearfield and Commonwealth of Pennsylvania, to wit:

**FIRST PARCEL**

BEGINNING at an iron pin at the northwest corner of this described parcel, said iron pin being S 0 26' East, a distance of 613.95' from the southwest corner of lands of Leo and Veronica Brown as described in DB 682-PG 178 recorded at the Clearfield County Recorder of Deeds; thence through lands of Underhill Coal Mining Company, which this parcel is a part, S 72 06' East, a distance of 148.54' to an iron pin; thence still through lands of Underhill Coal Mining Company S 0 22' West, a distance of 182.00' to an iron pin; thence still through lands of the same S 24 57' West, a distance of 190.19' to an iron pin; thence still through lands of the same N 77 43' West, a distance of 101.91' to an iron pin on the eastern right-of-way of Tyler Road; thence along the eastern right-of-way of Tyler Road N 12 17' East, a distance of 89.70' to a point; thence still along right-of-way by a curve to the left having a radius of 866.50', a length of 180.18' and a delta of 11 55' to a point; thence still along same N 0 22' East, a distance of 112.00' to an iron pin, the place of the beginning.

CONTAINING 1.1 acres and being part of a larger tract of Underhill Coal Mining Company as described in DB 330-PG 422 recorded at the Clearfield County Recorder of Deeds.

**SECOND PARCEL**

BEGINNING at an iron pin at the southeastern corner of this described parcel, said corner being on the western right-of way line of Tyler Road and N 77 43' West, a distance of 33.00' from the southwestern corner of the First Parcel; thence through lands of Underhill Coal Mining Company, N 77 43' West, a distance of 45.00' to an iron pin; thence still through lands of same, N 12 17 East, a distance of 89.70' to a point; thence still through lands of the same by a curve to the left having a radius of 788.50', a length of 116.89', and a delta of 08 29' 37" to an iron pin; thence still through lands of the same, N 83 29' East, a distance of 45 70' to an iron pin on the western right-of-way line of Tyler Road; thence along said right-of-way by a curve to the right having a radius of 833.50', a length of 131.73', and a delta of 09 03' 20" to a point; thence still along said right-of-way, 8, 12, 17' West, a distance of 89.70' to an iron pin, the place of beginning.

CONTAINING 0.2 acre and being part of a larger tract of Underhill Coal Mining Company as described in DB 330-PG 422 recorded at the Clearfield County Recorder of Deeds.

TAX PARCEL #119-101-16

Being known as RD 1, Box 211, Penfield, PA 15849

PLUESE, BECKER & SALTZMAN, LLC

By: Rob Saltzman, Esquire

Attorney I.D. #53957

20000 Horizon Way, Suite 900

Mount Laurel, NJ 08054

Phone: 856-813-1700

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania,  
Plaintiff,

v.

Mary V. Trich, Attorney in  
Fact for Charles W. Trich  
Mary V. Trich,

Defendants.

Court of Common Pleas  
Clearfield County

Docket #08-118-CD

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

I, Rob Saltzman, Esquire hereby certify that I am the attorney of record for the Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania in this action against real property and I further certify that this property is:

( ) FHA – Tenant Occupied or Vacant

( ) Commercial

(X) That the Plaintiff has complied in all respects with Section 403 of the HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 which may include but is not limited to:

- (a) Service of Notice of Defendant(s)
- (b) Expiration of thirty days since the Service of Notice
- (c) Defendant's failure to request or to appear at a face-to-face meeting with the Mortgagee or with a Consumer Credit Counseling Agency.
- (d) Defendant's failure to file an application for financial assistance with the Pennsylvania Housing Finance Agency and/or the denial of such application.

I further agree to indemnify and hold harmless the Sheriff of Clearfield County for any willfully false material statements given herein.

Respectfully submitted,  
PLUESE, BECKER & SALTZMAN, LLC

BY:

Rob Saltzman, Esquire  
Attorney for Plaintiff

CERTIFICATE TO SHERIFF  
(Please check appropriate square in each section)

SHERIFF'S OFFICE  
Courthouse  
230 E. Market Street  
Clearfield, PA 16830

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania,  
Plaintiff,

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

v.

Mary V. Trich, Attorney in  
Fact for Charles W. Trich  
Mary V. Trich,

Docket #08-118-CD

Defendants.

I HEREBY CERTIFY THAT:

1. The judgment entered in the above matter is based mortgage foreclosure action.

2. The Defendant(s) own the property being exposed to sale as:

- ☐ An Individual
- ☒ Tenants by the entireties
- ☐ Joint tenants with rights of survivorship
- ☐ A Partnership
- ☐ Tenants in Common
- ☐ A Corporation

3. The Defendant(s) is (are):

- ☒ Residents in the Commonwealth of Pennsylvania
- ☐ Not resident in the Commonwealth of Pennsylvania
- ☐ If more than one Defendant and either A or B above is not applicable, state which Defendants are residents of the Commonwealth of Pennsylvania.

Residents: \_\_\_\_\_

Respectfully submitted,  
PLUESE, BECKER & SALTZMAN, LLC

BY: \_\_\_\_\_

Rob Saltzman, Esquire  
Attorney for Plaintiff

Dated: May 13, 2008

PLUESE, BECKER & SALTZMAN, LLC

By: Rob Saltzman, Esquire

Attorney I.D. #53957

20000 Horizon Way, Suite 900

Mount Laurel, NJ 08054

Phone: 856-813-1700

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania,  
Plaintiff,

v.

Mary V. Trich, Attorney in  
Fact for Charles W. Trich  
Mary V. Trich,

Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Docket #08-118-CD

**AFFIDAVIT OF LAST KNOWN ADDRESS**

I, Rob Saltzman, Esquire, Attorney for Plaintiff, Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania, hereby certify that the last known address(es) of the Defendant(s) is/are as below:

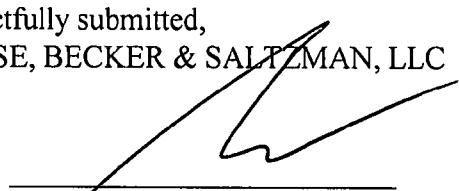
Mary V. Trich, Attorney in Fact for Charles W. Trich,  
9626 Tyler Road, Penfield, PA 15849

Mary V. Trich, 9626 Tyler Road, Penfield, PA 15849

I certify that the foregoing information is true and correct to the best of my knowledge, information and belief.

Respectfully submitted,  
PLUESE, BECKER & SALTZMAN, LLC

BY:

  
\_\_\_\_\_  
Rob Saltzman, Esquire  
Attorney for Plaintiff

PLUESE, BECKER & SALTZMAN, LLC

By: Rob Saltzman, Esquire

Attorney I.D. #53957

20000 Horizon Way, Suite 900

Mount Laurel, NJ 08054

Phone: 856-813-1700

Attorney for Plaintiff

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania,  
Plaintiff,

v.

Mary V. Trich, Attorney in  
Fact for Charles W. Trich  
Mary V. Trich,

Defendants.

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

Docket #08-118-CD

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company of Pennsylvania**, Plaintiff in the above action, sets forth as of the date the Praeipe for the Writ of Execution was filed the following information concerning the real property located at **RD 1, Box 211, Penfield, PA 15849**, Clearfield County, Pennsylvania, was true and correct to the best of its knowledge, information and belief.

1. Name and address of owner(s) or reputed owner (s):

Mary V. Trich, Attorney in  
Fact for Charles W. Trich  
9626 Tyler Road  
Penfield, PA 15849

Mary V. Trich  
9626 Tyler Road  
Penfield, PA 15849

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

SAME AS ABOVE

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

None.

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

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania  
(Plaintiff)

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

None.

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

Clearfield Co. Dept. of  
Domestic Relations  
230 E. Market Street  
Clearfield, PA 16830

Commonwealth of PA  
Dept. of Welfare  
P.O. Box 2675  
Harrisburg, PA 17105

Dept. of Public Welfare  
T.P.L. Casualty Unit  
Estate Recovery Program  
P.O. Box 8486, Willow Oak Building  
Harrisburg, PA 17105

Huston Township – Tax Collector  
RR 1  
Penfield, PA 15849

Commonwealth of PA  
6<sup>th</sup> Floor, Strawberry Square  
Bureau of Individual Tax  
Inheritance Tax Division  
Attn: John Murphy, Dept. 280601  
Harrisburg, PA 17128

Internal Revenue Service  
Federal Estate Tax  
Special Procedure Branch  
P.O. Box 12051  
Philadelphia, PA 19105

Huston Township  
RR 1  
Penfield, PA 15849

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

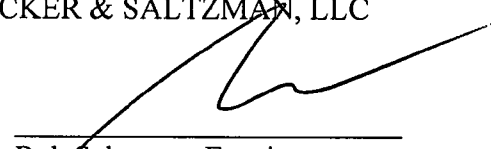
Tenant/Occupant  
RD 1, Box 211  
Penfield, PA 15849

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. #4904 relating to unsworn falsification to authorities.

May 13, 2008  
Date

PLUESE, BECKER & SALTZMAN, LLC

BY:

  
Rob Saltzman, Esquire  
Attorney for Plaintiff



Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania,  
Plaintiff,

v.

Mary V. Trich, Attorney in  
Fact for Charles W. Trich  
Mary V. Trich,

Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WRIT OF EXECUTION  
(Mortgage Foreclosure)

DOCKET NO.: 08-118-CD

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

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

RD 1, Box 211, Penfield, PA 15849  
(see legal description attached)

AMOUNT DUE \$58,694.72

INTEREST \$

From 5/15/08 to Date of Sale

@ \$9.74 per diem

TOTAL DUE: \$

Prothonotary costs 135.00

Plus costs per endorsement hereon \$

Dated: 5/15/08

William L. Shaffer  
Prothonotary

(SEAL)

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

No. 08-118-CD

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania

vs.

Mary V. Trich, Attorney in Fact for Charles W. Trich  
Mary V. Trich

**WRIT OF EXECUTION  
(Mortgage Foreclosure)**

Costs

Prothy. Pd. \$135.00

Judgment Fee

Satisfaction Fee

Rob Saltzman, Esquire  
Attorney for Plaintiff

Address: 9626 Tyler Road, Penfield, PA 15849

Where papers may be served.

ALL THAT CERTAIN piece, parcel or tract of land situate and being in the Township of Huston, County of Clearfield and Commonwealth of Pennsylvania, to wit:

**FIRST PARCEL**

BEGINNING at an iron pin at the northwest corner of this described parcel, said iron pin being S 0 26' East, a distance of 613.95' from the southwest corner of lands of Leo and Veronica Brown as described in DB 682-PG 178 recorded at the Clearfield County Recorder of Deeds; thence through lands of Underhill Coal Mining Company, which this parcel is a part, S 72 06' East, a distance of 148.54' to an iron pin; thence still through lands of Underhill Coal Mining Company S 0 22' West, a distance of 182.00' to an iron pin; thence still through lands of the same S 24 57' West, a distance of 190.19' to an iron pin; thence still through lands of the same N 77 43' West, a distance of 101.91' to an iron pin on the eastern right-of-way of Tyler Road; thence along the eastern right-of-way of Tyler Road N 12 17' East, a distance of 89.70' to a point; thence still along right-of-way by a curve to the left having a radius of 866.50', a length of 180.18' and a delta of 11 55' to a point; thence still along same N 0 22' East, a distance of 112.00' to an iron pin, the place of the beginning.

CONTAINING 1.1 acres and being part of a larger tract of Underhill Coal Mining Company as described in DB 330-PG 422 recorded at the Clearfield County Recorder of Deeds.

**SECOND PARCEL**

BEGINNING at an iron pin at the southeastern corner of this described parcel, said corner being on the western right-of-way line of Tyler Road and N 77 43' West, a distance of 33.00' from the southwestern corner of the First Parcel; thence through lands of Underhill Coal Mining Company, N 77 43' West, a distance of 45.00' to an iron pin; thence still through lands of same, N 12 17' East, a distance of 89.70' to a point; thence still through lands of the same by a curve to the left having a radius of 788.50', a length of 116.89', and a delta of 08 29' 37" to an iron pin; thence still through lands of the same, N 83 29' East, a distance of 45 70' to an iron pin on the western right-of-way line of Tyler Road; thence along said right-of-way by a curve to the right having a radius of 833.50', a length of 131.73', and a delta of 09 03' 20" to a point; thence still along said right-of-way, 8, 12, 17' West, a distance of 89.70' to an iron pin, the place of beginning.

CONTAINING 0.2 acre and being part of a larger tract of Underhill Coal Mining Company as described in DB 330-PG 422 recorded at the Clearfield County Recorder of Deeds.

TAX PARCEL #119-101-16

Being known as RD 1, Box 211, Penfield, PA 15849

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20775  
NO: 08-118-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

vs.

DEFENDANT: MARY V. TRICH, ATTORNEY IN FACT FOR CHARLES W. TRICH AND MARY V. TRICH

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 5/15/2008

LEVY TAKEN 6/3/2008 @ 2:15 PM

POSTED 6/3/2008 @ 2:12 PM

SALE HELD


SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 10/16/2008

DATE DEED FILED **NOT SOLD**

5  
**FILED**  
0/3:35<sub>pm</sub>  
OCT 16 2008

William A. Shaw   
Prothonotary/Clerk of Courts

DETAILS

6/3/2008 @ 2:15 PM SERVED MARY V. TRICH ATTY IN FACT FOR CHARLES W. TRICH

SERVED MARY V. TRICH ATTORNEY IN FACT FOR CHARLES W. TRICH, DEFENDANT, AT 9626 TYLER ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY V. TRICH

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.

6/3/2008 @ 2:15 PM SERVED MARY V. TRICH

SERVED MARY V. TRICH, DEFENDANT, AT HER RESIDENCE 9626 TYLER ROAD, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARY V. TRICH

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, JULY 24, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR AUGUST 1, 2008.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20775  
NO: 08-118-CD

PLAINTIFF: BENEFICIAL CONSUMER DISCOUNT COMPANY D/B/A BENEFICIAL MORTGAGE COMPANY OF PENNSYLVANIA

VS.  
DEFENDANT: MARY V. TRICH, ATTORNEY IN FACT FOR CHARLES W. TRICH AND MARY V. TRICH

Execution REAL ESTATE


SHERIFF RETURN

---

SHERIFF HAWKINS \$202.00

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania,  
Plaintiff,

v.

Mary V. Trich, Attorney in  
Fact for Charles W. Trich  
Mary V. Trich,

Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

WRIT OF EXECUTION  
(Mortgage Foreclosure)

DOCKET NO.: 08-118-CD

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

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

RD 1, Box 211, Penfield, PA 15849  
(see legal description attached)

AMOUNT DUE \$58,694.72

INTEREST \$

From 5/15/08 to Date of Sale  
@ \$9.74 per diem

TOTAL DUE: Prothonotary costs \$ 135.00

Plus costs per endorsement hereon \$

Dated: 5/15/08

William L. Thompson  
Prothonotary

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

(SEAL) Received this writ this 15th day  
of May A.D. 2008  
At 2:00 A.M./P.M.

Our File #76388

Charles A. Haverbeis  
Sheriff by Cynthia Butler Oughenbaugh

No. 08-118-CD

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

Beneficial Consumer Discount Company d/b/a  
Beneficial Mortgage Company of Pennsylvania

vs.

Mary V. Trich, Attorney in Fact for Charles W. Trich  
Mary V. Trich

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**WRIT OF EXECUTION  
(Mortgage Foreclosure)**

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Costs

Prothy. Pd.

\$135.00

Judgment Fee

Satisfaction Fee

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Rob Saltzman, Esquire  
Attorney for Plaintiff

Address: 9626 Tyler Road, Penfield, PA 15849

Where papers may be served.

ALL THAT CERTAIN piece, parcel or tract of land situate and being in the Township of Huston, County of Clearfield and Commonwealth of Pennsylvania, to wit:

**FIRST PARCEL**

BEGINNING at an iron pin at the northwest corner of this described parcel, said iron pin being S 0 26' East, a distance of 613.95' from the southwest corner of lands of Leo and Veronica Brown as described in DB 682-PG 178 recorded at the Clearfield County Recorder of Deeds; thence through lands of Underhill Coal Mining Company, which this parcel is a part, S 72 06' East, a distance of 148.54' to an iron pin; thence still through lands of Underhill Coal Mining Company S 0 22' West, a distance of 182.00' to an iron pin; thence still through lands of the same S 24 57' West, a distance of 190.19' to an iron pin; thence still through lands of the same N 77 43' West, a distance of 101.91' to an iron pin on the eastern right-of-way of Tyler Road; thence along the eastern right-of-way of Tyler Road N 12 17' East, a distance of 89.70' to a point; thence still along right-of-way by a curve to the left having a radius of 866.50', a length of 180.18' and a delta of 11 55' to a point; thence still along same N 0 22' East, a distance of 112.00' to an iron pin, the place of the beginning.

CONTAINING 1.1 acres and being part of a larger tract of Underhill Coal Mining Company as described in DB 330-PG 422 recorded at the Clearfield County Recorder of Deeds.

**SECOND PARCEL**

BEGINNING at an iron pin at the southeastern corner of this described parcel, said corner being on the western right-of way line of Tyler Road and N 77 43' West, a distance of 33.00' from the southwestern corner of the First Parcel; thence through lands of Underhill Coal Mining Company, N 77 43' West, a distance of 45.00' to an iron pin; thence still through lands of same, N 12 17 East, a distance of 89.70' to a point; thence still through lands of the same by a curve to the left having a radius of 788.50', a length of 116.89', and a delta of 08 29' 37' to an iron pin; thence still through lands of the same, N 83 29' East, a distance of 45 70' to an iron pin on the western right-of-way line of Tyler Road; thence along said right-of-way by a curve to the right having a radius of 833.50', a length of 131.73', and a delta of 09 03' 20" to a point; thence still along said right-of-way, 8, 12, 17' West, a distance of 89.70' to an iron pin, the place of beginning.

CONTAINING 0.2 acre and being part of a larger tract of Underhill Coal Mining Company as described in DB 330-PG 422 recorded at the Clearfield County Recorder of Deeds.

TAX PARCEL #119-101-16

Being known as RD 1, Box 211, Penfield, PA 15849



**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME MARY V. TRICH ATTY IN FACT FOR CHARLES W. TRICH

NO. 08-118-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 , I exposed the within described real estate of Mary V. Trich, Attorney In Fact For Charles W. Trich And Mary V. Trich 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	16.16
LEVY	15.00
MILEAGE	16.16
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
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	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$202.00</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	58,694.72
INTEREST @ 9.7400	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	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$58,734.72</b>
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**COSTS:**

ADVERTISING	1,335.90
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	202.00
LEGAL JOURNAL COSTS	90.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

<b>TOTAL COSTS</b>	<b>\$1,762.90</b>
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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

**PLUESE, BECKER & SALTZMAN, LLC**

Attorneys at Law

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20000 HORIZON WAY  
 SUITE 900  
 MT. LAUREL, NEW JERSEY 08054-4318  
 (856) 813-1700  
 FACSIMILE: (856) 813-1720

PENNSYLVANIA OFFICE:  
 425 COMMERCE DRIVE, SUITE 100  
 FORT WASHINGTON, PA. 19034  
 (215) 546-3205

OF COUNSEL:

Katz, Etkin &amp; Levine, P.C.

The Law Offices of Barbara A. Fein, P.C. ♦

♦ PA and NJ Bars

Please reply to:  
 Mt. Laurel, New Jersey

**TELECOPIER TRANSMITTAL SHEET**

DATE: July 24, 2008  
 TO: Cindy  
 COMPANY: Clearfield County Sheriff's Office  
 FAX NO.: 1-814-765-5915  
 FROM: Joseph Giuliano, Legal Assistant to Rob Saltzman  
 SENDER'S FAX NO.: 1-856-813-1720

RE: Champion Mortgage et al. v. Mary V. Trich, Attorney in Fact  
 for Charles W. Trich and Mary V. Trich  
 Property: RD 1, Box 211, Penfield, PA 15849  
 Docket #: 2006-1853-CD

NUMBER OF PAGES INCLUDING COVER SHEET: 1

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Dear Cindy:

Please Stay the August 1, 2008 Sheriff's Sale. No monies were received.

If you are in need of any further information, please feel free to contact me at (856) 813-1700 ext. 241.

**CONFIDENTIALITY NOTE**

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