

08-218-CD

PHH Mort. Vs R. Swackhammer

FILED

FEB 06 2008

W/2:30 CW
William A. Shaw
Prothonotary/Clerk of Courts

3 cert to Sheriff

PHELAN HALLINAN & SCHMIEG, LLP
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760
JUDITH T. ROMANO, ESQ., Id. No. 58745
JENINE R. DAVEY, ESQ., Id. No. 87077
MICHAEL E. CARLETON, ESQ., Id. No. 203009
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 170581

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 2008-218-CD

CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

August 1, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw GK
Deputy Prothonotary

Oct 23, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw GK
Deputy Prothonotary

May 1, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw GK
File # 170581
Deputy Prothonotary

June 24, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw GK
Deputy Prothonotary

NOTICE

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

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

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Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

2. The name(s) and last known address(es) of the Defendant(s) are:

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 05/25/2007 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR COLDWELL BANKER MORTGAGE which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200708744. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$127,900.14
Interest	\$5,486.40
07/01/2007 through 02/01/2008 (Per Diem \$25.40)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$174.60
05/25/2007 to 02/01/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$135,361.14
Escrow	
Credit	\$0.00
Deficit	\$1,552.72
Subtotal	<u>\$1,552.72</u>
TOTAL	\$136,913.86

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$136,913.86, together with interest from 02/01/2008 at the rate of \$25.40 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 
FRANCIS S. HALLINAN, ESQUIRE No 62695
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
JENINE R. DAVEY, ESQUIRE
MICHAEL E. CARLETON, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain tract of land designated as Section 6, Lot 118, Bermuda, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office. Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

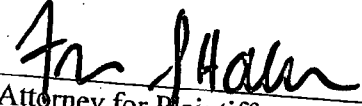
BEING the same premises conveyed to Roger W. Reed and Nancy J. Reed, husband and wife, by deed of Nancy J. Mohnney, single, dated July 23, 2004, and recorded in the Office of the Recorder of Deeds in and for Clearfield County Instrument No. 2004-12416.

PARCEL NO: C02-006-00118-00-21

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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


Attorney for Plaintiff No 62695

DATE: 2/4/08

PHELAN HALLINAN & SCHMIEG, LLP
By: Francis S. Hallinan, Esquire
IDENTIFICATION NO. 62695
1617 JFK Boulevard, Suite 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

PHH Mortgage Corporation	:	Clearfield County
	:	
Plaintiff	:	Court of Common Pleas
	:	
vs.	:	CIVIL DIVISION
	:	
Raymond L. Swacknammer	:	NO. 2008-218-CD
	:	
Defendant(s)	:	
	:	
	:	
	:	

PRAECIPE TO SUBSTITUTE VERIFICATION
TO CIVIL ACTION COMPLAINT
IN MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly substitute the attached verification for the
verification originally filed with the complaint in the instant
matter.

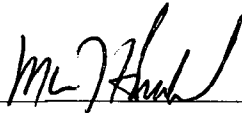

Francis S. Hallinan, Esquire
Attorney for Plaintiff

Dated: 4/2/08

FILED ^{NO CC}
mjl:4564
APR 04 2008 (60)
William A. Shaw
Prothonotary/Clerk of Courts

VERIFICATION

Marc J. Hinkle hereby states that he/she is
Vice President of PHH MORTGAGE CORPORATION, servicing agent for
Plaintiff in this matter, that he/she is authorized to take this Verification, and that the statements
made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of
his/her knowledge, information and belief. The undersigned understands that this statement is
made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to
authorities.


Name: **Marc J. Hinkle**

DATE: 2/6/08

Title: Vice President

Company: PHH MORTGAGE
CORPORATION

Loan: 0044077675

PHELAN HALLINAN & SCHMIEG, LLP
By: Francis S. Hallinan, Esquire
IDENTIFICATION NO. 62695
1617 JFK Boulevard, Suite 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

PHH Mortgage Corporation

Plaintiff

vs.

Raymond L. Swacknammer

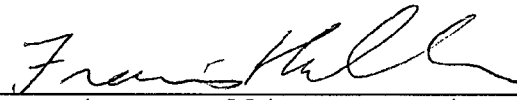
Defendant(s)

: Clearfield County
:
: Court of Common Pleas
:
: CIVIL DIVISION
:
: NO. 2008-218-CD
:
:
:
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Praeceptum to Substitute Verification was sent via first class mail to the following on the date indicated below:

Raymond L. Swacknammer
1801 Treasure Lake
Du Bois, PA 15801


Francis S. Hallinan, Esquire
Attorney for Plaintiff

Dated: 4/2/08

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

PHH Mortgage Corporation
Plaintiff

vs.

Raymond L. Swackhammer
Defendant

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 2008-218-CD

FILED ICC Atty
m 10:55 am
MAY 01 2008
(5)

MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT

William A. Shaw
Prothonotary/Clerk of Courts

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant, Raymond L. Swackhammer, by posting a copy of the complaint to the mortgaged premises, as well as sending first class mail and certified mail to the last known addresses, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868 and the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801, and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint if Mortgage Foreclosure Action on February 6, 2008. As indicated by the copy of said complaint attached hereto as Exhibit "A".

2. Said complaint was forwarded to the Office of the Sheriff on or about February 8, 2008 for service to be completed on the Defendant, Raymond L. Swackhammer, at the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868. Plaintiff was advised by the Sheriff's Office that there was no service made at any of these addresses. Plaintiff is unable to append a copy of the Return of Service as a result of a backlog in completing the Affidavit at the Sheriff's Office. Plaintiff's Affidavit of Service is attached hereto and marked as Exhibit "B".

3. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "C".

4. Plaintiff submits that it has made a good faith effort to locate the Defendant but has been unable to do so.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by posting, first class mail and certified mail.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.


By: _____
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

FEB 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
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ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 2008-218-CJ

CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

**ATTORNEY FILE COPY
PLEASE RETURN**

**We hereby certify the
within to be a true and
correct copy of the
original filed of record**

PHELAN HALLINAN & SCHMIEG, LLP
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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO.

v.

CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER
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COMPLAINT IN MORTGAGE FORECLOSURE

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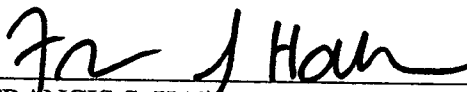
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Attorneys for Plaintiff

LEGAL DESCRIPTION

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EXCEPTING AND RESERVING therefrom and subject to:

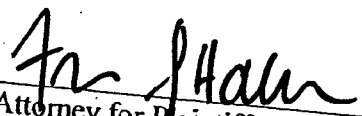
1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Roger W. Reed and Nancy J. Reed, husband and wife, by deed of Nancy J. Mohnney, single, dated July 23, 2004, and recorded in the Office of the Recorder of Deeds in and for Clearfield County Instrument No. 2004-12416.

PARCEL NO: C02-006-00118-00-21

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt. The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsifications to authorities.


Attorney for Plaintiff No 62695

DATE: 2/4/08

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

hereby certify that the above is a true
and attested copy of the original
statement filed in this case

MAY 01 2008

Attest.

William L. Schmieg
Prothonotary/
Clerk of Court.

Attorney for Plaintiff

PHH Mortgage Corporation
Plaintiff

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

Raymond L. Swackhammer
Defendant

CLEARFIELD COUNTY

NO. 2008-218-CD

ATTORNEY FILE COPY
PLEASE RETURN

MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant, Raymond L. Swackhammer, by posting a copy of the complaint to the mortgaged premises, as well as sending first class mail and certified mail to the last known addresses, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868 and the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801, and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint if Mortgage Foreclosure Action on February 5, 2008. As indicated by the copy of said complaint attached hereto as Exhibit "A".

ATTORNEY FILE COPY
PLEASE RETURN

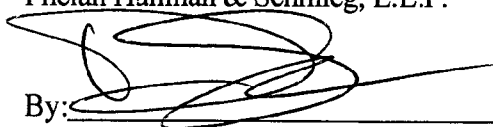
2. Said complaint was forwarded to the Office of the Sheriff on or about February 8, 2008. Due to be completed on the Defendant, Raymond L. Swackhammer, at the mortgaged properties, 93 Buccaneer Lane, Du Bois, PA 15801, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868. Plaintiff was advised by the Sheriff's Office that there was no service made at any of these addresses. Plaintiff is unable to append a copy of the Return of Service as a result of a backlog in completing the Affidavit at the Sheriff's Office. Plaintiff's Affidavit of Service is attached hereto and marked as Exhibit "B".

3. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "C".

4. Plaintiff submits that it has made a good faith effort to locate the Defendant but has been unable to do so.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by posting, first class mail and certified mail.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

Phelan Hallinan & Schmieg, L.L.P.
Daniel G. Schmieg, Esquire No. 62205
Civic Center at Suburban Station
1601 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 560-7000

Attorney for Plaintiff

PHFA Mortgage Corporation
Plaintiff

vs.

Raymond L. Swackhammer
Defendant

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 2008-218-CD

ATTORNEY FILE COPY
PLEASE RETURN!

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individual as indicated below by first class mail, postage prepaid, on the date listed below.

Raymond L. Swackhammer at:
933 Beechtree Lane
Pittsburg, PA 15801

1801 Centre Lake
Pittsburgh, PA 15801

831 Langview Court
Weedville, PA 15868

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

PHELAN HALLINAN & SCHMIEG, L.L.P.
Suite 1400
One Penn Center Plaza at Suburban Station
Philadelphia, PA 19103
215-563-7000
Main Fax: 215-563-3826
jason.ricco@fedphe.com

Jason Ricco, 1482
Service Department

Representing Lenders in
Pennsylvania and New Jersey

April 29, 2008

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853

Re: PHH Mortgage Corporation vs. Raymond L. Swackhammer
Clearfield County, No. 2008-218-CD

Dear Sir or Madam:

Enclosed for filing and transmittal to the assigned Civil Signing Judge for execution, please find Plaintiff's Motion for Service Pursuant to Special Order of Court, Proposed Order and attached Exhibits.

Kindly return a time-stamped copy in the enclosed self-addressed stamped envelope.

If, for any reason, this Order and Petition will not be sent immediately to a Judge for consideration, please contact the undersigned.

Also, find attached a copy of the Order granting alternative service, which should be signed by the Judge. Please return this signed Order in the attached stamped self-addressed envelope.

Thank you for your courtesy and consideration.

Very truly yours,



Jason Ricco
for Phelan, Hallinan & Schmieg, LLP

Enclosure

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

Clearfield Savings Corporation
Plaintiff

vs.

: CIVIL DIVISION
: NO. 2008-218-CD

Raymond L. Swackhammer
Defendant

ORDER

AND NOW, this _____ day of _____, 2008, upon consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby **ORDERED** and **DECLARED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the Complaint and all future pleadings on the above captioned Defendant, Raymond L. Swackhammer and , by:

1. Posting of the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801.

2. First class mail to Raymond L. Swackhammer at the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801 and last known addresses, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868; and

3. Certified mail to Raymond L. Swackhammer and at the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801 and last known addresses, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868.

BY THE COURT:

J.

Phelan Hallinan & Schmieg, L.L.P.
Phelan Hallinan & Schmieg, Esquire No. 62205
1000 West Central Suburban Station
1000 West Kennedy Boulevard
DuBois, PA 19103-1814
Tel: 814-372-7000

Attorney for Plaintiff

Clearfield Mortgage Corporation :
Plaintiff :
vs. :
Raymond L. Sweckhammer :
Defendant :

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

: NO. 2008-218-CD

MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an order directing service of the Complaint upon the above-captioned Defendant, Raymond L. Sweckhammer, by posting a copy of the complaint to the mortgaged premises, as well as sending the complaint by first class and certified mail to the last known addresses, 1801 Treasure Lake, Du Bois, PA 15801, 1000 West Longview Court, Weedville, PA 15868 and the mortgaged premises, 93 Buccaneer Lane, DuBois, PA 15801, and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint if a foreclosure Action on February 6, 2008. As indicated by the copy of said complaint attached hereto as Exhibit "A".

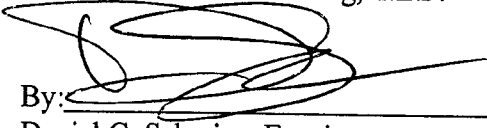
2. Said complaint was forwarded to the Office of the Sheriff on or about February 8, 2008. Plaintiff was to be completed on the Defendant, Raymond L. Swackhammer, at the mortgaged property 93 Buccaneer Lane, Du Bois, PA 15801, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Elmwood Court, Weedville, PA 15868. Plaintiff was advised by the Sheriff's Office that there were no inquiries made at any of these addresses. Plaintiff is unable to append a copy of the Return of Service as a result of a backlog in completing the Affidavit at the Sheriff's Office. Plaintiff's Affidavit of Service is attached hereto and marked as Exhibit "B".

3. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "C".

4. Plaintiff submits that it has made a good faith effort to locate the Defendant but is unable to do so.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by posting, first class mail and certified mail.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

17 April 29, 2008

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

PHH Mortgage Corporation	:	COURT OF COMMON PLEAS
Plaintiff	:	
	:	CIVIL DIVISION
vs.	:	
Raymond L. Swackhammer	:	CLEARFIELD COUNTY
Defendant	:	
	:	NO. 2008-218-CD

MEMORANDUM OF LAW

Pa. R.C.P. 430(a) specifically provides:

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

Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address." Adoption of Walker, 463 Pa. 165, 360 A.2d 603 (1976).

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

As indicated by the Plaintiff's Affidavit of Service, attached hereto and marked as Exhibit "B", the Sheriff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the Defendant has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked Exhibit "C".

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by posting, first class mail and return receipt requested.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Dated: April 29, 2008

FEB 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760
JUDITH T. ROMANO, ESQ., Id. No. 58745
JENINE R. DAVEY, ESQ., Id. No. 87077
MICHAEL E. CARLETON, ESQ., Id. No. 203009
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 170581

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 2008-218-CJ

v.

CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

**ATTORNEY FILE COPY
PLEASE RETURN**

**We hereby certify the
within to be a true and
correct copy of the
original filed of record**

JOHN A. SMALLINAN & SCHMIEG, LLP
JOHN A. SMALLINAN, ESQ., Id. No. 62695
MICHAEL G. SCHMIEG, ESQ., Id. No. 62205
TIMOTHY M. BRADFORD, ESQ., Id. No. 69849
SARAH P. SHAH-JANI, ESQ., Id. No. 81760
ANTHONY ROMANO, ESQ., Id. No. 58745
MICHAEL D. HAVELY, ESQ., Id. No. 87077
ANDREW L. CARLETON, ESQ., Id. No. 203009
COURT CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 691-7770 _____ 170581

ATTORNEY FOR PLAINTIFF

MORTGAGE CORPORATION
300 LEADENHALL ROAD
ORFORD LEADENHALL ROAD
ROSELAND LAUREL, NJ 08054

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO.

CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER
100 MEASURE LAKE
ROSELAND, PA 15801

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
BEGINNING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1 Plaintiff is

MORTGAGE CORPORATION
300 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

2 The name(s) and last known address(es) of the Defendant(s) are:

RAYMOND L. SWACKHAMMER
1901 TREASURE LAKE
DUBOIS, PA 15801

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3 On 05/25/2007 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR COLDWELL BANKER MORTGAGE which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200708744. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

The premises subject to said mortgage is described as attached.

4 The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

The following amounts are due on the mortgage:

Principal Balance	\$127,900.14
Interest	\$5,486.40
07/01/2007 through 02/01/2008 (Per Diem \$25.40)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$174.60
05/25/2007 to 02/01/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$135,361.14
Escrow	
Credit	\$0.00
Deficit	\$1,552.72
Subtotal	<u>\$1,552.72</u>
TOTAL	\$136,913.86

7 If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

8 Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's
and Agency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or
Notice of Default as required by the mortgage document, as applicable, have been sent to
the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by
said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff
or an authorized consumer credit counseling agency, or has/have been denied assistance
by the Pennsylvania Housing Finance Agency.

11 This action does not come under Act 6 of 1974 because the original mortgage amount
exceeds \$50,000.

12 This action does not come under Act 91 of 1983 because the mortgage premises is not the
principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum
of \$336,213.00, together with interest from 02/01/2008 at the rate of \$25.40 per diem to the date
of judgment, and other costs and charges collectible under the mortgage and for the foreclosure
and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 
FRANCIS S. HALLINAN, ESQUIRE No 62695
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
JENINE R. DAVEY, ESQUIRE
MICHAEL E. CARLETON, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

TO HAVE and to hold certain tract of land designated as Section 6, Lot 118, Bermuda, in the Treasure Lake subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office. Miscellaneous Docket Map File No. 25.

TO ACQUITTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in all instruments of record and in the aforesaid recorded plan.

2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.

3. All minerals and mining rights of every kind and nature.

4. A Lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Roger W. Reed and Nancy J. Reed, husband and wife, by deed of Nancy J. Mohnhey, single, dated July 23, 2004, and recorded in the Office of the Recorder of Deeds in and for Clearfield County Instrument No. 2004-12416.

PARCEL NO: C02-006-00118-00-21

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief.

Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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


Attorney for Plaintiff No 62095

DATE: 2/4/08

**FULL SPECTRUM LEGAL SERVICES, INC.
AFFIDAVIT OF GOOD FAITH INVESTIGATION**

File Number: 170581
Agency Firm: **Phelan, Hallinan & Schmieg, LLP**
Subject: Raymond L. Swackhammer

Current Address: 83 Longview Court, Weedville, PA 15868
Property Address: 96 Buccaneer Lane, Du Bois, PA 15801
Mailing Address: 83 Longview Court, Weedville, PA 15868

I, **Brendan Booth**, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct
Raymond L. Swackhammer - xxx-xx-4767

B. EMPLOYMENT SEARCH

Raymond L. Swackhammer - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Raymond L. Swackhammer reside(s) at: 83 Longview Court, Weedville, PA 15868.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which had no listing for Raymond L. Swackhammer.

B. On 01-22-08 our office made several telephone calls to the phone number (814) 787-7404 and received the following information: no answer.

III. INQUIRY OF NEIGHBORS

On 01-22-08 our office made a phone call in an attempt to contact Vincent L. Reed & Arabelle P. Reed (814) 787-5724, 101 Longview Court, Weedville, PA 15868: spoke with an unidentified female who confirmed that Raymond L. Swackhammer reside(s) at 83 Longview Court, Weedville, PA 15868.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 01-22-08 we reviewed the National Address database and found the following information: Raymond L. Swackhammer - 83 Longview Court, Weedville, PA 15868.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: no addresses on file.

II. DRIVER'S LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

At the PA Department of Motor Vehicles, we were unable to obtain address information on Raymond L. Swackhammer.

C. OTHER INQUIRIES

A. DEATH RECORDS

As of 01-22-08 Vital Records and all public databases have no death record on file for Raymond L. Swackhammer.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Raymond L. Swackhammer residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Raymond L. Swackhammer - 01-01-1979

Our accessible databases have been checked and cross-referenced for the above named individual(s).

Please be advised our database information indicates the subject resides at the current address.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing states made by me are willfully false, I am subject to punishment.

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa C.S. Sec. 4904 relating to unsworn falsification to authorities.

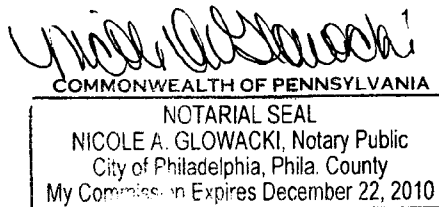
Brendan Booth

Brendan Booth
Spectrum Legal Services, Inc.

Sworn to and subscribed before me this 22nd day of January, 2008.

The above information is obtained from available public records
and we are only liable for the cost of the affidavit.

IND



Phelan Hallinan & Schmieg, L.L.P.
Daniel G. Schmieg, Esquire No. 62205
Post Office Center at Suburban Station
1000 Market Street, Kennedy Boulevard
Suite 1000
Philadelphia, PA 19103-1814
(215) 561-1000

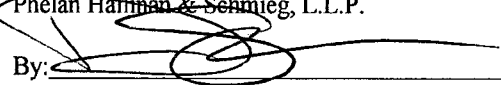
Attorney for Plaintiff

First Mortgage Corporation	:	COURT OF COMMON PLEAS
Plaintiff	:	
	:	CIVIL DIVISION
vs.	:	
Raymond L. Swackhammer	:	CLEARFIELD COUNTY
Defendant	:	
	:	NO. 2008-218-CD

AFFIDAVIT OF SERVICE

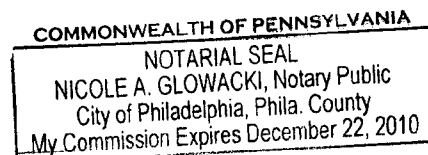
Plaintiff's Counsel, Phelan Hallinan & Schmieg, LLP, does hereby swear and subscribe that it contacted the Sheriff's Office of Clearfield County on March 19, 2008 and was advised that the Sheriff was unable to complete personal service on Raymond L. Swackhammer at the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801 and last known addresses, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868. On April 4, 2008 and April 25, 2008, the Plaintiff, Plaintiff's Counsel, called the Sheriff's Office inquiring if a Return of Service was complete. The Sheriff's Office advised the Plaintiff's Counsel that they are behind with getting the returns typed up and out the door. However, they did confirm that the Defendant, Raymond L. Swackhammer, was not served at the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801 and 1801 Treasure Lake, Du Bois, PA 15801 because there was no answer. The Sheriff's Office in Elk County indicated that service was not made at 83 Longview Court, Weedville, PA 15868 the Defendant no longer resides here. The current owner stated the Defendant is residing at 1801 Treasure Lake, Du Bois, PA 15801.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Served to and subscribed before me on this 29th day of April 2008


Notary Public





Elk County Sheriff's Office

Elk County Courthouse, P.O. Box 448
Ridgway, PA 15853
(814) 776-5353
Fax - (814) 776-5396

INVOICE

Name	Phelan, Hallinan & Schmieg
Address	1617 JFK Blvd., Suite 1400
City	Philadelphia, PA 19103

PHH Mortgage Corp.
vs.
Raymond L. Swackhammer

Date 03/18/08

Docket No. 08-218

DESCRIPTION	TOTAL
Advance Costs	\$75.00
Elk County Sheriff's Costs	\$38.21
Refund	\$36.79
Earl C. Pontious, Deputy Sheriff, attempted service upon Raymond L. Swackhammer at 83 Longview Court, Weedville, Elk County, PA on February 21, 2008 at 10:10 A.M. but was advised by the current owner Mr. Swackhammer moved to DuBois, Clearfield Co., about a year ago. Current owner provided a cell phone number of (814) 577-0875 for Mr. Swackhammer. Ran postal verification but there was no forwarding address.	
Theresa Nicklas, Deputy Sheriff, spoke with Mr. Swackhammer on February 22, 2008 who stated he resides at 1801 Treasure Lake, DuBois, Clearfield County, PA. He stated he would pickup papers at the Elk Co. Sheriff's Office but never appeared.	

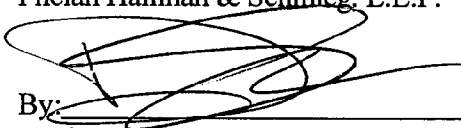
Please make your check payable to the Elk County Sheriff's Office

VERIFICATION

Daniel G. Schmieg, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to make this Affidavit, and that the statements made in the foregoing MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements made are subject to the penalties of W.P.A.C. Sec. 4904 relating to unsworn falsification to authorities.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.



By: _____
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Dated: April 29, 2008

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1601 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

WEL Mortgage Corporation
Plaintiff

:
:
:

COURT OF COMMON PLEAS
CIVIL DIVISION

vs.

Raymond L. Swackhammer
Defendant

:

CLEARFIELD COUNTY

:

NO. 2008-218-CD

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individual as indicated below by first class mail, postage prepaid, on the date listed below.

Raymond L. Swackhammer at:

1000 Greenbrier Lane
Dan Boils, PA 15801

1800 Treasure Lake
Dan Boils, PA 15801

83 Longview Court
Vandervoort, PA 15868

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By 

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

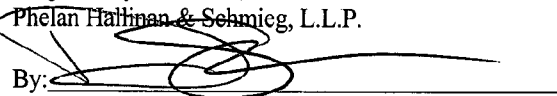
Attorney for Plaintiff

PHH Mortgage Corporation	:	COURT OF COMMON PLEAS
Plaintiff	:	
	:	CIVIL DIVISION
vs.	:	
Raymond L. Swackhammer	:	CLEARFIELD COUNTY
Defendant	:	
	:	NO. 2008-218-CD

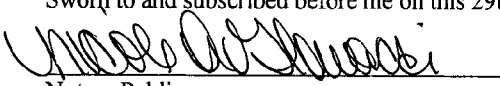
AFFIDAVIT OF SERVICE

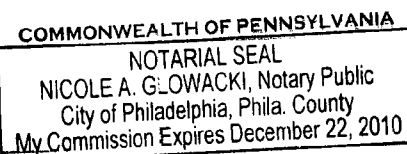
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Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me on this 29th day of April 2008


Notary Public





Elk County Sheriff's Office

Elk County Courthouse, P.O. Box 448
Ridgway, PA 15853
(814) 776-5353
Fax - (814) 776-5396

INVOICE

Name Phelan, Hallinan & Schmieg
Address 1617 JFK Blvd., Suite 1400
City Philadelphia, PA 19103

PHH Mortgage Corp.
vs.
Raymond L. Swackhammer

Date 03/18/08

Docket No. 08-218

DESCRIPTION	TOTAL
Advance Costs	\$75.00
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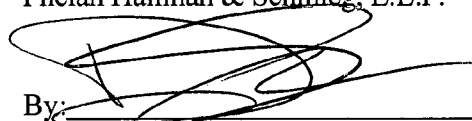
Please make your check payable to the Elk County Sheriff's Office

VERIFICATION

Daniel G. Schmieg, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to make this Affidavit, and that the statements made in the foregoing MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements made are subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.



By: _____
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

PHH Mortgage Corporation
Plaintiff

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

Raymond L. Swackhammer
Defendant

CLEARFIELD COUNTY

NO. 2008-218-CD

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individual as indicated below by first class mail, postage prepaid, on the date listed below.

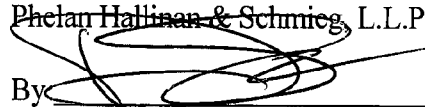
Raymond L. Swackhammer at:
93 Buccaneer Lane
Du Bois, PA 15801

1801 Treasure Lake
Du Bois, PA 15801

83 Longview Court
Weedville, PA 15868

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

Phelan Hallinan & Schmieg, LLP
Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
Plaintiff

vs.

RAYMOND L. SWACKHAMMER
Defendant

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD COUNTY

:
: No. 2008-218-CD
:
:
:

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: Francis S. Hallinan
FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: April 29, 2008

/jmr, Svc Dept.
File# 170581

FILED NO CC
MAY 1 12 30
MAY 01 2008 Atty pd. 7.00
William A. Shaw
Prothonotary/Clerk of Courts
1 Compl.
Reinstated to
Atty
(GK)

LA

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

PHH Mortgage Corporation,
Plaintiff

vs.

RAYMOND L. SWACKHAMMER,
Defendant

*
*
*
*

NO. 08-218-CD

ORDER

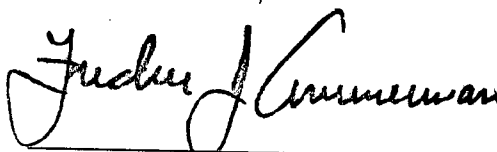
NOW, this 2nd day of May, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant **RAYMOND L.**

SWACKHAMMER by:

1. Publication one time in The Courier Express (DuBois) and the
Clearfield County Legal Journal;
2. By first class mail to 93 Buccaneer Lane, DuBois, PA 15801; 1801
Treasure Lake, DuBois, PA 15801 and 83 Longview Court,
Weedville, PA 15868;
3. By certified mail, return receipt requested, to 93 Buccaneer Lane,
DuBois, PA 15801; 1801 Treasure Lake, DuBois, PA 15801 and 83
Longview Court, Weedville, PA 15868; and
4. By posting the mortgaged premises known in this herein action as 93
Buccaneer Lane, DuBois, PA 15801.

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

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

3cc
MAY 06 2008

Atty Schmieg
CR

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 3 Services

Sheriff Docket # **103728**

PHH MORTGAGE CORPORATION

Case # 08-218-CD

vs.

RAYMOND L. SWACKHAMMER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW June 18, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO RAYMOND L. SWACKHAMMER, DEFENDANT. SEVERAL ATTEMPTS, NO RESPONSE

SERVED BY: /

FILED

0/3:10cm
JUN 18 2008

William A. Shaw

Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 3 Services

Sheriff Docket # **103728**

PHH MORTGAGE CORPORATION

Case # 08-218-CD

vs.

RAYMOND L. SWACKHAMMER

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW June 18, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO RAYMOND L. SWACKHAMMER, DEFENDANT. SEVERAL ATTEMPTS, NO RESPONSE

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103728
NO: 08-218-CD
SERVICE # 3 OF 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PHH MORTGAGE CORPORATION
vs.
DEFENDANT: RAYMOND L. SWACKHAMMER

SHERIFF RETURN

NOW, February 14, 2008, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RAYMOND L. SWACKHAMMER.

NOW, February 21, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RAYMOND L. SWACKHAMMER, DEFENDANT. THE RETURN OF ELK COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103728
NO: 08-218-CD
SERVICES 3
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: PHH MORTGAGE CORPORATION
VS.
DEFENDANT: RAYMOND L. SWACKHAMMER

SHERIFF RETURN

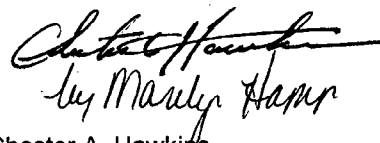
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	665474	30.00
SHERIFF HAWKINS	PHELAN	665474	70.00
ELK CO.	PHELAN	667734	38.21

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

PHH Mortgage Corporation

vs.

Raymond L. Swackhammer

IN THE COURT OF COMMON PLEAS
ELK COUNTY

No. 08-218

**STATE OF PENNSYLVANIA
COUNTY OF ELK**

Earl C. Pontious, Deputy Sheriff, being duly sworn according to law, deposes and says, that on February 21, 2008 at 10:10 A.M. he attempted to serve Raymond L. Swackhammer at 83 Longview Court, Weedville, Elk County, PA but was advised by current owner Mr. Swackhammer moved to DuBois, Clearfield County about a year ago. However, he did provide his cell phone number. Ran postal verification at the Weedville Post Office which revealed no forwarding address.

Theresa L. Nicklas, Chief Deputy Sheriff, being duly sworn according to law, deposes and says, that on February 22, 2008 she spoke with Raymond L. Swackhammer on his cell phone at which time he stated he resided at 1801 Treasure Lake, DuBois, Clearfield County, PA. Mr. Swackhammer indicated he would pickup Complaint in Mortgage Foreclosure at the Elk County Sheriff's Office but never appeared. Complaint returned to Clearfield County Non Est Inventus.

Elk County Sheriff's Costs - \$38.21 PAID

So Answers:

Sworn to and subscribed before me this 18th

day of March A.D. 20 08

Carole A. Brey

Deputy Prothonotary

My Commission Expires
January 2, 2012Jeffrey C. Krieg

Sheriff

Theresa L. Nicklas

Deputy

Earl C. Pontious

Deputy



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 103728

TERM & NO. 08-218-CD

COMPLAINT IN MORTGAGE FORECLOSURE

PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER

SERVE BY: 03/07/08
COURT DATE:

MAKE REFUND PAYABLE TO PHELAN HALLINAN & SCHMIEG, ESQ.

SERVE: RAYMOND L. SWACKHAMMER

ADDRESS: 83 LONGVIEW COURT, WEEDVILLE, PA 15868

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ELK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, February 14, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

FEB 06 2008

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760
JUDITH T. ROMANO, ESQ., Id. No. 58745
JENINE R. DAVEY, ESQ., Id. No. 87077
MICHAEL E. CARLETON, ESQ., Id. No. 203009
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 170581

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 2008-218-C0

CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

We hereby certify the
within to be a true and
correct copy of the
original filed of record

1. Plaintiff is

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

2. The name(s) and last known address(es) of the Defendant(s) are:

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 05/25/2007 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR COLDWELL BANKER MORTGAGE which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200708744. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

NOTICE

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

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

6. The following amounts are due on the mortgage:

Principal Balance	\$127,900.14
Interest	\$5,486.40
07/01/2007 through 02/01/2008 (Per Diem \$25.40)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$174.60
05/25/2007 to 02/01/2008	
Cost of Suit and Title Search	\$550.00
Subtotal	\$135,361.14
Escrow	
Credit	\$0.00
Deficit	\$1,552.72
Subtotal	<u>\$1,552.72</u>
TOTAL	\$136,913.86

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
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11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

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PHELAN HALLINAN & SCHMIEG, LLP

By: 
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JENINE R. DAVEY, ESQUIRE
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Attorneys for Plaintiff

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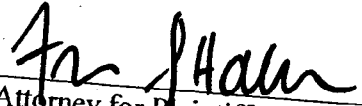
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PARCEL NO: C02-006-00118-00-21

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I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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Attorney for Plaintiff No 62095

DATE: 2/4/08

RECEIVED
ELK COUNTY
SHERIFF'S OFFICE

2008 FEB 20 AM 9:45

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

FEB 06 2008

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
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ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 170581

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 2008-218-CV

v.

CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

We hereby certify the
within to be a true and
correct copy of the
original filed of record

NOTICE

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RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
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OR 4001 LEADENHALL ROAD
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2. The name(s) and last known address(es) of the Defendant(s) are:

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 05/25/2007 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR COLDWELL BANKER MORTGAGE which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200708744. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
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6. The following amounts are due on the mortgage:

Principal Balance	\$127,900.14
Interest	\$5,486.40
07/01/2007 through 02/01/2008 (Per Diem \$25.40)	
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Fr J Ham
Attorney for Plaintiff No 62695

DATE: 2/4/08

I hereby certify this to be a true
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FEB 06 2008

Attest.

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COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 2008-218-CD

CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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*need
Mortgage
w
release*

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For J. Hain
Attorney for Plaintiff No 62095

DATE: 2/4/08

Phelan Hallinan & Schmieg, LLP
Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
Plaintiff

vs.

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER

Defendants

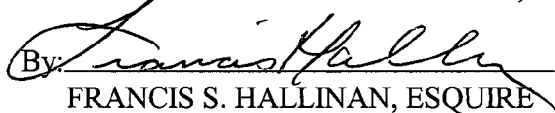
: No. 2008-218-CD
:
:
:

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: June 20, 2008

/jjn, Svc Dept.
File# 170581

FILED

m 11:12a.m. GK

JUN 24 2008

Atty Paid 7.00
No CC

1 Reinstated

Compl. to Sheriff, Atty.



William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

PHH MORTGAGE CORPORATION
vs
RAYMOND L. SWACKHAMMER

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 07/24/2008 HEARING: PAGE: 104334

DEFENDANT: RAYMOND L. SWACKHAMMER sect 6 LOT 118
ADDRESS: 93 BUCCANEER LANE
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED

JUL 02 2008

07:30 (wn)

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, This 2nd day of July 2008 AT 10:45 (AM) PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON RAYMOND L. SWACKHAMMER, DEFENDANT

BY HANDING TO posting on front door /

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED Sec. 6 lot 118, treasure lake Dubois PA 15801 gm7

NOW This 2nd day 06 2008 AT 10:46 (AM) PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR RAYMOND L. SWACKHAMMER

AT (ADDRESS) Sect 6 Lot 118 Treasure Lake DuBois
PA. 15801

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO RAYMOND L. SWACKHAMMER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nexius
Deputy Signature

Jerome M. Nexius
Print Deputy Name

Phelan Hallinan & Schmieg, LLP
Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
Plaintiff

vs.

: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER

Defendants

:
: No. 2008-218-CD
:
:
:

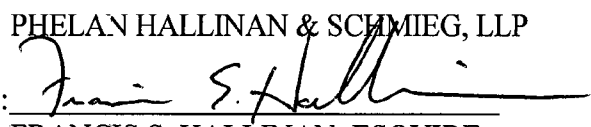
PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By:


FRANCIS S. HALLINAN, ESQUIRE
LAWRENCE T. PHELAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
Attorneys for Plaintiff

Date: July 31, 2008

/jmr, Svc Dept.
File# 170581

FILED *Any pd. \$7.00*
m 11:40 AM
AUG 01 2008 *1 Compl.*
Reinstated
William A. Shaw
Prothonotary/Clerk of Courts *to Atty*
GIC

PHELAN HALLINAN & SCHMIEG, LLP

By: Daniel G. Schmieg, Esquire

Atty. I.D. No. 62205

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

PHH Mortgage Corporation

Plaintiff

vs.

Raymond L. Swackhammer

Defendant

Attorney for Plaintiff

: Court of Common Pleas

: Civil Division

: Clearfield County

: No.: 2008-218-CD

ORDER

AND NOW, this 4th day of AUGUST, 2008, it

is hereby ORDERED and DECREED that the prior Order of Court dated May 2, 2008 is hereby
AMENDED as follows.

1. Posting a copy of the complaint on the mortgaged premises, 96 Buccaneer Lane, DuBois, PA 15801.
2. First class mail to Raymond L. Swackhammer at the last known addresses, 1801 Treasure Lake, DuBois, PA 15801 and 83 Longview Court, Weedville, PA 15868 and mortgaged premises, 96 Euccaneer Lane, DuBois, PA 15801; and
3. Certified mail to Raymond L. Swackhammer at the last known addresses, 1801 Treasure Lake, DuBois, PA 15801 and 83 Longview Court, Weedville, PA 15868 and mortgaged premises, 96 Buccaneer Lane, DuBois, PA 15801; and
4. Publication one time in The Courier Express (Du Bois) and the Clearfield County Legal Journal.

BY THE COURT:

Judith J. Zimmerman
J.

FILED ICC

04:00 PM
AUG 04 2008

Atty Schmieg
GD

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

By: Daniel G. Schmieg

Atty. I.D. No. 62205

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

PHH Mortgage Corporation

Plaintiff

vs.

Raymond L. Swackhammer

Defendant

Attorney for Petitioner

FILED *no cc*
MAY 11 3 16 PM
AUG 01 2008

Red
William A. Shaw
Prothonotary/Clerk of Courts

Court of Common Pleas

Civil Division

Clearfield County

No.: 2008-218-CD

MOTION TO AMEND PRIOR ORDER OF COURT DATED MAY 2, 2008

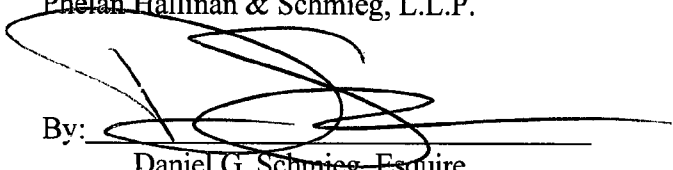
AND NOW comes Plaintiff, PHH Mortgage Corporation, by and through its attorneys Phelan Hallinan & Schmieg, LLP, hereby petitions this Honorable Court to amend its Order dated May 2, 2008, and in support thereof avers as follows:

1. On, February 6, 2008, Plaintiff initiated the captioned foreclosure action on the mortgaged premises known and numbered as 96 Buccaneer Lane, DuBois, PA 15801. Attached hereto as Exhibit "A" is a copy of the complaint in mortgage foreclosure.
2. Plaintiff was unable to serve said complaint and as a result Plaintiff filed a Petition for Alternate Service that is attached hereto as Exhibit "B".
3. By, inadvertence or mistake, the Petition for Alternate Service and proposed Order erroneously set forth the mortgaged premises as 93 Buccaneer Lane, DuBois, PA 15801. Whereas, the mortgaged premises actually is as 96 Buccaneer Lane, DuBois, PA 15801. Said Order granted on May 2, 2008 is attached hereto as Exhibit "C".

4. Said Order was complied with by posting the mortgaged premises, 96 Buccaneer Lane, Du Bois, PA 15801. Notices were also advertised on June 27, 2008 and July 3, 2008.
5. However, subsequent to sending the First class and Certified mail, Plaintiff discovered this error.
6. It is therefore requested for this Honorable Court to amend its Order to correct this defect.

WHEREFORE, Plaintiff, respectfully requests this Honorable Court enter an Order AMENDING the Order dated May 2, 2008.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: July 31, 2008

COPY
FEB 06 2008
William A. Shaw
Prothonotary/Clerk of Courts

5/1/08 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw
Deputy Prothonotary

6-24-08 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
William A. Shaw GK
Deputy Prothonotary

PHELAN HALLINAN & SCHMIEG, LLP
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760
JUDITH T. ROMANO, ESQ., Id. No. 58745
JENINE R. DAVEY, ESQ., Id. No. 87077
MICHAEL E. CARLETON, ESQ., Id. No. 203009
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 170581

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

Defendant

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-218-CJ

CLEARFIELD COUNTY

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

**ATTORNEY FILE COPY
PLEASE RETURN**

We hereby certify the
within to be a true and
correct copy of the
original filed of record

NOTICE

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

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

2. The name(s) and last known address(es) of the Defendant(s) are:

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 05/25/2007 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR COLDWELL BANKER MORTGAGE which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200708744. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

4. The premises subject to said mortgage is described as attached.

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

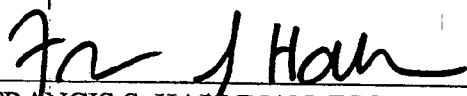
Principal Balance	\$127,900.14
Interest	\$5,486.40
07/01/2007 through 02/01/2008 (Per Diem \$25.40)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$174.60
05/25/2007 to 02/01/2008	
Cost of Suit and Title Search	\$550.00
Subtotal	\$135,361.14
Escrow	
Credit	\$0.00
Deficit	\$1,552.72
Subtotal	\$1,552.72
TOTAL	\$136,913.86

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$136,913.86, together with interest from 02/01/2008 at the rate of \$25.40 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

FRANCIS S. HALLINAN, ESQUIRE No 62695
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
JENINE R. DAVEY, ESQUIRE
MICHAEL E. CARLETON, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain tract of land designated as Section 6, Lot 118, Bermuda, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office. Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

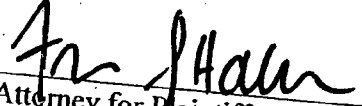
1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Roger W. Reed and Nancy J. Reed, husband and wife, by deed of Nancy J. Mohney, single, dated July 23, 2004, and recorded in the Office of the Recorder of Deeds in and for Clearfield County Instrument No. 2004-12416.

PARCEL NO: C02-006-00118-00-21

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt. The undersigned understands that this statement is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsifications to authorities.


Attorney for Plaintiff No 62095

DATE: 2/4/08

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

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

MAY 01 2008

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

Attorney for Plaintiff

PHH Mortgage Corporation
Plaintiff

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

Raymond L. Swackhammer
Defendant

CLEARFIELD COUNTY

NO. 2008-218-CD

ATTORNEY FILE COPY
PLEASE RETURN

MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant, Raymond L. Swackhammer, by posting a copy of the complaint to the mortgaged premises, as well as sending first class mail and certified mail to the last known addresses, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868 and the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801, and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint if Mortgage Foreclosure Action on February 6, 2008. As indicated by the copy of said complaint attached hereto as Exhibit "A".

ATTORNEY FILE COPY
PLEASE RETURN

2. Said complaint was forwarded to the Office of the Sheriff on or about February 8, 2008 for service to be completed on the Defendant, Raymond L. Swackhammer, at the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868. Plaintiff was advised by the Sheriff's Office that there was no service made at any of these addresses. Plaintiff is unable to append a copy of the Return of Service as a result of a backlog in completing the Affidavit at the Sheriff's Office. Plaintiff's Affidavit of Service is attached hereto and marked as Exhibit "B".

3. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "C".

4. Plaintiff submits that it has made a good faith effort to locate the Defendant but has been unable to do so.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by posting, first class mail and certified mail.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

PHH Mortgage Corporation
Plaintiff

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

Raymond L. Swackhammer
Defendant

CLEARFIELD COUNTY

NO. 2008-218-CD

ATTORNEY FILE COPY
LEASE RETURN

ATTORNEY FILE COPY
LEASE RETURN

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individual as indicated below by first class mail, postage prepaid, on the date listed below.

Raymond L. Swackhammer at:
93 Buccaneer Lane
Du Bois, PA 15801

1801 Treasure Lake
Du Bois, PA 15801

83 Longview Court
Weedville, PA 15868

ATTORNEY FILE COPY
LEASE RETURN

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

PHELAN HALLINAN & SCHMIEG, L.L.P.
Suite 1400
One Penn Center Plaza at Suburban Station
Philadelphia, PA 19103
215-563-7000
Main Fax: 215-563-3826
jason.ricco@fedphe.com

Jason Ricco, 1482
Service Department

Representing Lenders in
Pennsylvania and New Jersey

April 29, 2008

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853

FILED

Re: PHH Mortgage Corporation vs. Raymond L. Swackhammer
Clearfield County, No. 2008-218-CD

Dear Sir or Madam:

Enclosed for filing and transmittal to the assigned Civil Signing Judge for execution, please find Plaintiff's Motion for Service Pursuant to Special Order of Court, Proposed Order and attached Exhibits.

Kindly return a time-stamped copy in the enclosed self-addressed stamped envelope.

If, for any reason, this Order and Petition will not be sent immediately to a Judge for consideration, please contact the undersigned.

Also, find attached a copy of the Order granting alternative service, which should be signed by the Judge. Please return this signed Order in the attached stamped self-addressed envelope.

Thank you for your courtesy and consideration.

Very truly yours,



Jason Ricco
for Phelan, Hallinan & Schmieg, LLP

Enclosure

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

PHH Mortgage Corporation
Plaintiff

vs.

: CIVIL DIVISION
: NO. 2008-218-CD

Raymond L. Swackhammer
Defendant

ORDER

AND NOW, this _____ day of _____, 2008, upon consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby **ORDERED** and **DECREED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the Complaint and all future pleadings on the above captioned Defendant, Raymond L. Swackhammer and , by:

1. Posting of the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801.
2. First class mail to Raymond L. Swackhammer at the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801 and last known addresses, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868; and
3. Certified mail to Raymond L. Swackhammer and at the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801 and last known addresses, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868.

BY THE COURT:

J.

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

PHH Mortgage Corporation
Plaintiff

:
:
:

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

Raymond L. Swackhammer
Defendant

:

CLEARFIELD COUNTY

:

NO. 2008-218-CD

MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT

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2. Said complaint was forwarded to the Office of the Sheriff on or about February 8, 2008 for service to be completed on the Defendant, Raymond L. Swackhammer, at the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868. Plaintiff was advised by the Sheriff's Office that there was no service made at any of these addresses. Plaintiff is unable to append a copy of the Return of Service as a result of a backlog in completing the Affidavit at the Sheriff's Office. Plaintiff's Affidavit of Service is attached hereto and marked as Exhibit "B".

3. Pursuant to Pa.R.C.P. 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Reasonable Investigation setting forth the specific inquiries made and the results is attached hereto as Exhibit "C".

4. Plaintiff submits that it has made a good faith effort to locate the Defendant but has been unable to do so.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by posting, first class mail and certified mail.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

PHH Mortgage Corporation	:	COURT OF COMMON PLEAS
Plaintiff	:	
	:	CIVIL DIVISION
vs.	:	
Raymond L. Swackhammer	:	CLEARFIELD COUNTY
Defendant	:	
	:	NO. 2008-218-CD

MEMORANDUM OF LAW

Pa. R.C.P. 430(a) specifically provides:

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

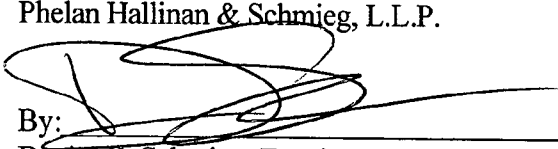
Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith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

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

As indicated by the Plaintiff's Affidavit of Service, attached hereto and marked as Exhibit "B", the Sheriff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the Defendant has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked Exhibit "C".

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order pursuant to Pa.R.C.P. 430 directing service of the Complaint by posting, first class mail and certified mail.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.



By: _____
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

FEB 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760
JUDITH T. ROMANO, ESQ., Id. No. 58745
JENINE R. DAVEY, ESQ., Id. No. 87077
MICHAEL E. CARLETON, ESQ., Id. No. 203009
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

170581

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 2008-218-CJ

CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

**ATTORNEY FILE COPY
PLEASE RETURN**

We hereby certify the
within to be a true and
correct copy of the
original filed of record

PHELAN HALLINAN & SCHMIEG, LLP
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
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(215) 563-7000 170581

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO.

v.

CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

2. The name(s) and last known address(es) of the Defendant(s) are:

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 05/25/2007 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR COLDWELL BANKER MORTGAGE which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200708744. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

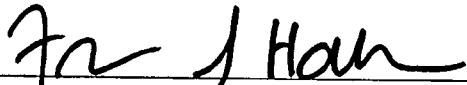
Principal Balance	\$127,900.14
Interest	\$5,486.40
07/01/2007 through 02/01/2008 (Per Diem \$25.40)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$174.60
05/25/2007 to 02/01/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$135,361.14
Escrow	
Credit	\$0.00
Deficit	\$1,552.72
Subtotal	<u>\$1,552.72</u>
TOTAL	\$136,913.86

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$136,913.86, together with interest from 02/01/2008 at the rate of \$25.40 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 
FRANCIS S. HALLINAN, ESQUIRE No 62695
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
JENINE R. DAVEY, ESQUIRE
MICHAEL E. CARLETON, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain tract of land designated as Section 6, Lot 118, Bermuda, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office. Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Roger W. Reed and Nancy J. Reed, husband and wife, by deed of Nancy J. Mohny, single, dated July 23, 2004, and recorded in the Office of the Recorder of Deeds in and for Clearfield County Instrument No. 2004-12416.

PARCEL NO: C02-006-00118-00-21

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief.

Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

For J. Hahn
Attorney for Plaintiff No 62095

DATE: 2/4/08

**FULL SPECTRUM LEGAL SERVICES, INC.
AFFIDAVIT OF GOOD FAITH INVESTIGATION**

File Number: 170581
Attorney Firm: **Phelan, Hallinan & Schmieg, LLP**
Subject: Raymond L. Swackhammer

Current Address: 83 Longview Court, Weedville, PA 15868
Property Address: 96 Buccaneer Lane, Du Bois, PA 15801
Mailing Address: 83 Longview Court, Weedville, PA 15868

I, Brendan Booth, being duly sworn according to law, do hereby depose and state as follows, I have conducted an investigation into the whereabouts of the above-noted individual(s) and have discovered the following:

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct
Raymond L. Swackhammer - xxx-xx-4767

B. EMPLOYMENT SEARCH

Raymond L. Swackhammer - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Raymond L. Swackhammer reside(s) at: 83 Longview Court, Weedville, PA 15868.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which had no listing for Raymond L. Swackhammer.

B. On 01-22-08 our office made several telephone calls to the phone number (814) 787-7404 and received the following information: no answer.

III. INQUIRY OF NEIGHBORS

On 01-22-08 our office made a phone call in an attempt to contact Vincent L. Reed & Arabelle P. Reed (814) 787-5724, 101 Longview Court, Weedville, PA 15868: spoke with an unidentified female who confirmed that Raymond L. Swackhammer reside(s) at 83 Longview Court, Weedville, PA 15868.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 01-22-08 we reviewed the National Address database and found the following information: Raymond L. Swackhammer - 83 Longview Court, Weedville, PA 15868.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: no addresses on file.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Raymond L. Swackhammer.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 01-22-08 Vital Records and all public databases have no death record on file for Raymond L. Swackhammer.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Raymond L. Swackhammer residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Raymond L. Swackhammer - 01-01-1979

*** Our accessible databases have been checked and cross-referenced for the above named individual(s).**

*** Please be advised our database information indicates the subject resides at the current address.**

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing states made by me are willfully false, I am subject to punishment.

I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa C.S. Sec. 4904 relating to unsworn falsification to authorities.

Brendan Booth

AFFIANT - Brendan Booth
Full Spectrum Legal Services, Inc.

Sworn to and subscribed before me this 22nd day of January, 2008.

The above information is obtained from available public records
and we are only liable for the cost of the affidavit.

IND

Nicole A. Glowacki
COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
NICOLE A. GLOWACKI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 22, 2010

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

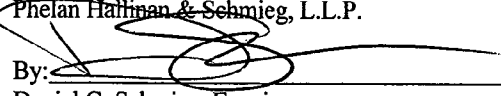
Attorney for Plaintiff

PHH Mortgage Corporation	:	COURT OF COMMON PLEAS
Plaintiff	:	
	:	CIVIL DIVISION
vs.	:	
Raymond L. Swackhammer	:	CLEARFIELD COUNTY
Defendant	:	
	:	NO. 2008-218-CD

AFFIDAVIT OF SERVICE

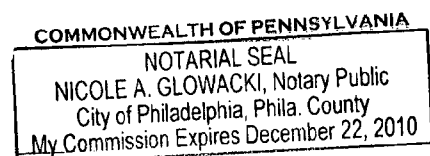
Plaintiff's Counsel, Phelan Hallinan & Schmieg, LLP, does hereby swear and subscribe that it contacted the Sheriff's Office of Clearfield County on March 19, 2008 and was advised that the Sheriff was unable to complete personal service on Raymond L. Swackhammer at the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801 and last known addresses, 1801 Treasure Lake, Du Bois, PA 15801 and 83 Longview Court, Weedville, PA 15868. On April 4, 2008 and April 25, 2008, the Plaintiff, by its Counsel, called the Sheriff's Office inquiring if a Return of Service was complete. The Sheriff's Office advised the Plaintiff's Counsel that they are behind with getting the returns typed up and out the door. However, they did confirm that the Defendant, Raymond L. Swackhammer, was not served at the mortgaged premises, 93 Buccaneer Lane, Du Bois, PA 15801 and 1801 Treasure Lake, Du Bois, PA 15801 because there was no answer. The Sheriff's Office in Elk County indicated that service was not made at 83 Longview Court, Weedville, PA 15868 the Defendant no longer resides here. The current owner stated the Defendant is residing at 1801 Treasure Lake, Du Bois, PA 15801.

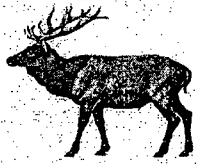
Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me on this 29th day of April 2008


Notary Public





Elk County Sheriff's Office

Elk County Courthouse, P.O. Box 448

Ridgway, PA 15853

(814) 776-5353

Fax - (814) 776-5396

INVOICE

Name Phelan, Hallinan & Schmieg
Address 1617 JFK Blvd., Suite 1400
City Philadelphia, PA 19103

PHH Mortgage Corp.
vs.
Raymond L. Swackhammer

Date 03/18/08

Docket No. 08-218

DESCRIPTION	TOTAL
Advance Costs	\$75.00
Elk County Sheriff's Costs	\$38.21
Refund	\$36.79
Earl C. Pontious, Deputy Sheriff, attempted service upon Raymond L. Swackhammer at 83 Longview Court, Weedville, Elk County, PA on February 21, 2008 at 10:10 A.M. but was advised by the current owner Mr. Swackhammer moved to DuBois, Clearfield Co., about a year ago. Current owner provided a cell phone number of (814) 577-0875 for Mr. Swackhammer. Ran postal verification but there was no forwarding address.	
Theresa Nicklas, Deputy Sheriff, spoke with Mr. Swackhammer on February 22, 2008 who stated he resides at 1801 Treasure Lake, DuBois, Clearfield County, PA. He stated he would pickup papers at the Elk Co. Sheriff's Office but never appeared.	

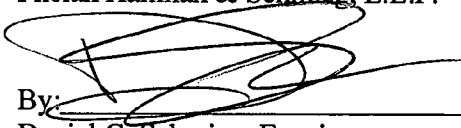
Please make your check payable to the Elk County Sheriff's Office

VERIFICATION

Daniel G. Schmieg, Esquire, hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to make this Affidavit, and that the statements made in the foregoing MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct to the best of his knowledge, information and belief.

The undersigned understands that the statements made are subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.



By: _____
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire No. 62205
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

PHH Mortgage Corporation
Plaintiff

:
:
:

COURT OF COMMON PLEAS
CIVIL DIVISION

vs.

Raymond L. Swackhammer
Defendant

:

CLEARFIELD COUNTY

:

NO. 2008-218-CD

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the foregoing Motion for Service Pursuant to Special Order of Court, Memorandum of Law, Proposed Order and attached exhibits have been sent to the individual as indicated below by first class mail, postage prepaid, on the date listed below.

Raymond L. Swackhammer at:
93 Buccaneer Lane
Du Bois, PA 15801

1801 Treasure Lake
Du Bois, PA 15801

83 Longview Court
Weedville, PA 15868

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

Respectfully submitted,
~~Phelan Hallinan & Schmieg, L.L.P.~~

By 

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: April 29, 2008

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

PHH Mortgage Corporation,
Plaintiff

vs.

RAYMOND L. SWACKHAMMER,
Defendant

*
*
*
*

NO. 08-218-CD

ORDER

NOW, this 2nd day of May, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant **RAYMOND L.**

SWACKHAMMER by:

1. Publication one time in The Courier Express (DuBois) and the
Clearfield County Legal Journal;
2. By first class mail to 93 Buccaneer Lane, DuBois, PA 15801; 1801
Treasure Lake, DuBois, PA 15801 and 83 Longview Court,
Weedville, PA 15868;
3. By certified mail, return receipt requested, to 93 Buccaneer Lane,
DuBois, PA 15801; 1801 Treasure Lake, DuBois, PA 15801 and 83
Longview Court, Weedville, PA 15868; and
4. By posting the mortgaged premises known in this herein action as 93
Buccaneer Lane, DuBois, PA 15801.

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

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

BY THE COURT,

MAY 06 2008

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

VERIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to make this Affidavit, and that the statements made in the foregoing Motion for Amended Order are true and correct to the best of his knowledge, information and belief.

The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4909 relating to unsworn falsification to authorities.

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: July 31, 2008

PHELAN HALLINAN & SCHMIEG, LLP

By: Daniel G. Schmieg, Esquire

Atty. I.D. No. 52205

One Penn Center at Suburban Station

1617 John F. Kennedy Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

PHH Mortgage Corporation

Plaintiff

Attorney for Petitioner

: Court of Common Pleas

: Civil Division

vs.

Raymond L. Swackhammer

: Clearfield County

Defendant

: No.: 2008-218-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Motion for Amended Order was sent by first class mail to the following person on the date indicated:

Raymond L. Swackhammer at:

1801 Treasure Lake

DuBois, PA 15801

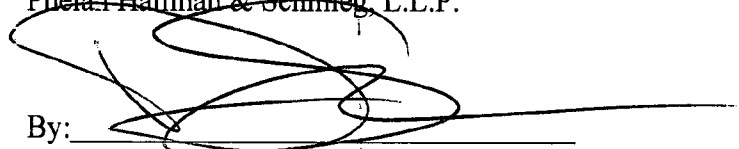
83 Longview Court

Weedville, PA 15868

96 Buccaneer Lane

DuBois, PA 15801

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By: 

Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: July 31, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104334
NO: 08-218-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: PHH MORTGAGE CORPORATION
vs.
DEFENDANT: RAYMOND L. SWACKHAMMER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	707495	10.00
SHERIFF HAWKINS	PHELAN	707495	31.23

FILED
0/3:302m
OCT 10 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

Original missing 56-09 lm

Phelan Hallinan & Schmieg, LLP
Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

PHH MORTGAGE CORPORATION
Plaintiff

vs.

RAYMOND L. SWACKHAMMER

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY

No. 2008-218-CD

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

Kindly reinstate the Civil Action in Mortgage Foreclosure with reference to the above captioned matter.

PHELAN HALLINAN & SCHMIEG, LLP

By: Francis S. Hallinan

FRANCIS S. HALLINAN, ESQUIRE

LAWRENCE T. PHELAN, ESQUIRE

DANIEL G. SCHMIEG, ESQUIRE

Attorneys for Plaintiff

Date: October 22, 2008

cvc, Svc Dept.

File# 17358

FILED

OCT 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

(610)

Atty rd. 700

Comp. Reinstated
to Atty

Comp. Reinstated
to Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-218-CD

PHH MORTGAGE CORPORATION

VS

RAYMOND L. SWACKHAMMER

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 11/22/2008

HEARING:

PAGE: 104918

DEFENDANT: RAYMOND L. SWACKHAMMER

ADDRESS: 96 BUCCANEER LANE

DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ (AM/PM) SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON RAYMOND L. SWACKHAMMER, DEFENDANT

BY HANDING TO _____ / _____

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED _____

NOW 11-21-08 AT 11:38 (AM/PM) POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR RAYMOND L. SWACKHAMMER

AT (ADDRESS) 96 Buccaneer Lane Treasure Lake Dubois, Pa. 15801

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO RAYMOND L. SWACKHAMMER

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Nerus
Deputy Signature

Jerome M. Nerus
Print Deputy Name

5
FILED
013:3681
NOV 21 2008
William A. Shaw
Prothonotary/Clerk of Courts

Phelan Hallinan & Schmieg, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

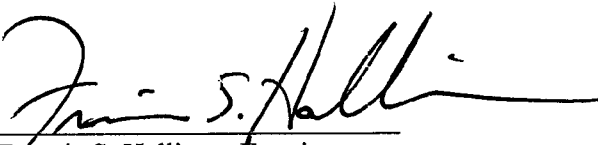
PHH Mortgage Corporation : Court Of Common Pleas
vs. : Civil Division
Raymond L. Swackhammer : Clearfield County
: No. 2008-218-CD

AFFIDAVIT OF SERVICE BY
PUBLICATION IN ACCORDANCE WITH COURT ORDER

I hereby certify that service of the Civil Action Complaint in Mortgage Foreclosure was made in accordance with the Court Order dated August 4, 2008 as indicated below:

By publication as provided by Pa. R.C.P. Rule 430(b)(1) in Courier Express/Tri-County Sunday/Jeffersonian Democrat on October 26, 2008 and Clearfield County Legal Journal on October 31, 2008. Proofs of the said publications are attached hereto.

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


Francis S. Hallinan, Esquire

Date: December 22, 2008

Jason Ricco
Service Dept./170581

5 FILED ^{no cc}
m112:473
DEC 23 2008
William A. Shaw
Prothonotary/Clerk of Courts

**PROOF OF PUBLICATION OF NOTICE APPEARING IN THE
COURIER EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT
PUBLISHED BY McLEAN PUBLISHING COMPANY,
DUBOIS PENNSYLVANIA**

Under act 587, Approved May 16, 1929, P.L. 1784

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS:

Linda Smith, Advertising Director or Dory Ferra, Classified Advertising Supervisor of the **Courier-Express/Tri-County Sunday/Jeffersonian Democrat** of the County and State aforesaid, being duly sworn, deposes and says that the **Courier Express**, a daily newspaper, the **Tri-County Sunday**, a weekly newspaper and **Jeffersonian Democrat**, a weekly newspaper published by McLean Publishing Company at 500 Jeffers Street, City of DuBois, County and State aforesaid, which was established in the year 1879, since which date said, the daily publication and the weekly publications, has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the paper on the following dates, viz: the

26th day of October A.D., 2008

Affidavit further deposes that he is an officer duly authorized by the **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper to verify the foregoing statement under oath and also declared that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

**McLEAN PUBLISHING COMPANY Publisher of
COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT**

By Linda Smith

Sworn and subscribed to before me this 17th day of Nov., 2008

Robin M. Duttry
NOTARY PUBLIC

**THIS IS
NOT A
BILL**

Statement of Advertising Cost
McLEAN PUBLISHING COMPANY

Publisher of

**COURIER-EXPRESS/TRI-COUNTY SUNDAY/
JEFFERSONIAN DEMOCRAT**

DuBois, PA

NOTARIAL SEAL
ROBIN M. DUTTRY, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES APRIL 16, 2010

TO Full Spectrum Services Inc.

For publishing the notice or advertisement attached hereto on the above stated dates.....	<u>\$297.00</u>
Probating same.....	<u>\$7.50</u>
Total.....	<u>\$304.50</u>

Publisher's Receipt for Advertising Costs

The **Courier-Express**, a daily newspaper, **Tri-County Sunday**, a weekly newspaper, and/or **Jeffersonian Democrat**, a weekly newspaper, hereby acknowledges receipt of the aforesaid advertising and publication costs, and certifies that the same have been fully paid.

Office: Jeffers Street and Beaver Drive, DuBois, PA 15801

Established 1879, Phone 814-371-4200

McLEAN PUBLISHING COMPANY

Publisher of

COURIER-EXPRESS/TRI-COUNTY SUNDAY/JEFFERSONIAN DEMOCRAT

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

ATTORNEY FOR

NOTICE OF ACTION IN MORTGAGE FORECLOSURE
IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY
NO. 2008-218-CD

PHH MORTGAGE CORPORATION
Vs.
RAYMOND L. SWACKHAMMER

NOTICE

TO: RAYMOND L. SWACKHAMMER:

You are hereby notified that on FEBRUARY 6, 2008, Plaintiff, PHH MORTGAGE CORPORATION, filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of CLEARFIELD County Pennsylvania, docketed to No. 2008-218-CD. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 1801 TREASURE LAKE, DU BOIS, PA 15801, whereupon, your property would be sold by the Sheriff of CLEARFIELD County.

You are hereby notified to plead to the above referenced Complaint on or before 20 days from the date of this publication or a Judgment will be entered against you.

NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

CLEARFIELD COUNTY
DAVID S. MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 x 5982 PENNSYLVANIA LAWYER
REFERRAL SERVICE
PENNSYLVANIA BAR ASSOCIATION
100 SOUTH STREET
P.O. BOX 186
HARRISBURG, PA 17108
800-692-7375

10/26/08

**NOTICE OF ACTION IN
MORTGAGE FORECLOSURE
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW**

PHH MORTGAGE CORPORATION Vs.
RAYMOND L. SWACKHAMMER
COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY
NO. 2008-218-CD

NOTICE

TO RAYMOND L. SWACKHAMMER:
You are hereby notified that on
FEBRUARY 6, 2008, Plaintiff, PHH

MORTGAGE CORPORATION, filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of CLEARFIELD County Pennsylvania, docketed to No. 2008-218-CD. Wherein Plaintiff seeks to foreclose on the mortgage secured on your property located at 1801 TREASURE LAKE, DUBOIS, PA 15801, whereupon, your property would be sold by the Sheriff of CLEARFIELD County.

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CLEARFIELD COUNTY, DAVID S. MEHOLICK, COURT ADMINISTRATOR, CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830, (814) 765-2641 x 5982.

PENNSYLVANIA LAWYER REFERRAL SERVICE, PENNSYLVANIA BAR ASSOCIATION, 100 SOUTH STREET, P.O. BOX 186, HARRISBURG, PA 17108, 800-692-7375.

Full Spectrum Services, 400 Fellowship Road, Suite 220, Mount Laurel, NJ 08054.

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

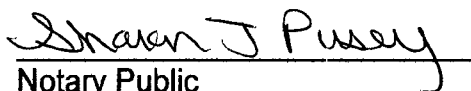
COUNTY OF CLEARFIELD :

On this 31st day of October AD 2008, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of October 31, 2008, Vol. 20, No. 44. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

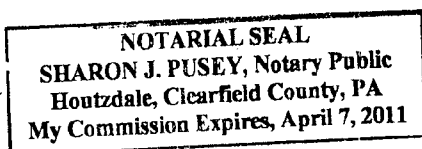


Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public
My Commission Expires



Full Spectrum Services
400 Fellowship Rd Suite 220
Mount Laurel NJ 08054

FILED

DEC 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE OF ENTRY OF JUDGMENT

IN RE: [Illegible]

Case No. [Illegible]

FILED FOR THE COURT

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

FILED

11:47 am
JAN 08 2009

William A. Shaw

Prothonotary of the Courts

pd \$20.00 Atty
ICC + notice to
def
Statement to
Atty

PHH MORTGAGE CORPORATION

CLEARFIELD COUNTY

vs.

COURT OF COMMON PLEAS

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

CIVIL DIVISION

No. 2008-218-CD

**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against **RAYMOND L. SWACKHAMMER**, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint
Interest - 02/02/2008 to 01/07/2009

\$136,913.86

\$8,661.40

TOTAL

\$145,575.26

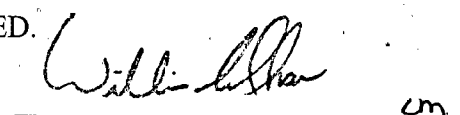
I hereby certify that (1) the addresses of the Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.



Daniel G. Schmieg, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 1-8-2009



PHS # 173581

PRO PROTHY

PHELAN HALLINAN & SCHMIEG, LLP
By: LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION

COURT OF COMMON PLEAS
CIVIL DIVISION

Plaintiff

v.

NO. 2008-218-CD

RAYMOND L. SWACKHAMMER

CLEARFIELD COUNTY

Defendant(s)

TO: RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

FILE COPY

DATE OF NOTICE: December 22, 2008

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

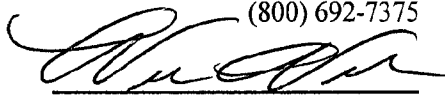
IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. Unless you act within ten (10) days from the date of this notice, a Judgment may be entered against you without a hearing and you may lose your property or other important rights. You should take this notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 15853
(814) 765-2641 x5988

Daniel J. Nelson
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375


VIENNA C. VITACOLONNA
Legal Assistant

PHELAN HALLINAN & SCHMIEG, LLP
By: LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

PHF MORTGAGE CORPORATION

Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION

v.

NO. 2008-218-CD

RAYMOND L. SWACKHAMMER

CLEARFIELD COUNTY

Defendant(s)

TO: RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DU BOIS, PA 15801

FILE COPY

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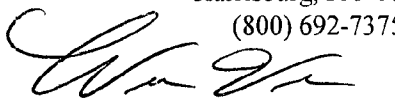
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VIENNA C. VITACOLONNA
Legal Assistant

PHELAN HALLINAN & SCHMIEG, LLP
By: LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION

COURT OF COMMON PLEAS
CIVIL DIVISON

Plaintiff

v.

NO. 2008-218-CD

RAYMOND L. SWACKHAMMER

CLEARFIELD COUNTY

Defendant(s)

TO: RAYMOND L. SWACKHAMMER
83 LONGVIEW COURT
WEEDVILLE, PA 15868

FILE COPY

DATE OF NOTICE: December 22, 2008

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN, AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY AS ENFORCEMENT OF LIEN AGAINST PROPERTY.

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VIENNA C. VITACOLONNA
Legal Assistant

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

Attorney for Plaintiff

PHH MORTGAGE CORPORATION

: CLEARFIELD COUNTY

vs.

: COURT OF COMMON PLEAS

RAYMOND L. SWACKHAMMER

: CIVIL DIVISION

: No. 2008-218-CD

VERIFICATION OF NON-MILITARY SERVICE

Daniel G. Schmieg, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant RAYMOND L. SWACKHAMMER is over 18 years of age and resides at 1801 TREASURE LAKE, DU BOIS, PA 15801.

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

: CLEARFIELD COUNTY

: COURT OF COMMON PLEAS

: CIVIL DIVISION

: No. 2008-218-CD

COPY

Notice is given that a Judgment in the above captioned matter has been entered
against you on January 8, 2009

By: William L. Hester DEPUTY
Prothonotary

If you have any questions concerning this matter please contact:

Daniel G. Schmieg
Daniel G. Schmieg, Esquire
Attorney or Party Filing
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

**** THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU
HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS IS NOT AND
SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT
ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY. ****

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

PHH Mortgage Corporation
Plaintiff(s)

No.: 2008-00218-CD

Real Debt: \$145,575.26

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 8, 2009

Expires: January 8, 2014

Vs.

Raymond L. Swackhammer
Defendant(s)

Certified from the record this January 8, 2009



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

COPY 11

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

PHH.MORTGAGE.CORPORATION

vs.

RAYMOND.L.SWACKHAMMER

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2008-218-CD

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due

Prothonotary costs \$145,575.26
163.00

Interest from 1/8/09 to Sale

\$ _____

Per diem \$23.93

Add'l Costs

\$4,420.54

Writ Total

\$

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Note: Please attach description of Property.

170581

FILED

FEB 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd. 20.00
ICC 06writs
w/prop. desc.
to Sheriff

(600)

No. 2008-218-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

FEB 10 2009

PHH MORTGAGE CORPORATION

William A. Shaw
Prothonotary/Clerk of Courts

VS.

RAYMOND L. SWACKHAMMER

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:

Daniel H. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Address: RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DU BOIS, PA 15801

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

**PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054**

Plaintiff,

v.

**RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DU BOIS, PA 15801**

Defendant(s).

**CLEARFIELD COUNTY
COURT OF COMMON PLEAS**

CIVIL DIVISION

NO. 2008-218-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

PHH MORTGAGE CORPORATION, Plaintiff in the above action, by its attorney, **DANIEL G. SCHMIEG, ESQUIRE**, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **96 BUCCANEER LANE, DU BOIS, PA 15801**.

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

NAME

LAST KNOWN ADDRESS (If address cannot
be reasonably ascertained, please so indicate.)

RAYMOND L. SWACKHAMMER

**96 BUCCANEER LANE
DU BOIS, PA 15801**

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

NAME

LAST KNOWN ADDRESS (If address cannot
be reasonably ascertained, please so indicate.)

Same as Above

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information or belief. 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.

FEBRUARY 9, 2009

Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

**PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054**

Plaintiff,

v.

**RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DU BOIS, PA 15801**

Defendant(s).

**:
:
: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2008-218-CD
:
:
:
:
:**

AFFIDAVIT PURSUANT TO RULE 3129.1

PHH MORTGAGE CORPORATION, Plaintiff in the above action, by its attorney, **DANIEL G. SCHMIEG, ESQUIRE**, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **96 BUCCANEER LANE, DU BOIS, PA 15801**.

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None	

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None	

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
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:

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
None	

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

NAME

LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)

TENANT/OCCUPANT

96 BUCCANEER LANE
DU BOIS, PA 15801

DOMESTIC RELATIONS
CLEARFIELD COUNTY

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830

COMMONWEALTH OF
PENNSYLVANIA

DEPARTMENT OF WELFARE
PO BOX 2675
HARRISBURG, PA 17105

Commonwealth of Pennsylvania
Bureau of Individual Tax
Inheritance Tax Division

6th Floor, Strawberry Sq., Dept 23061
Harrisburg, PA 17128

Internal Revenue Service
Federated Investors Tower

13TH Floor, Suite 1300
1001 Liberty Avenue
Pittsburgh, PA 15222

Department of Public Welfare
TPL Casualty Unit
Estate Recovery Program

P.O. Box 8486
Willow Oak Building
Harrisburg, PA 17105

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information or belief. 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.

FEBRUARY 9, 2009

Date



DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

COPY

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

PHH.MORTGAGE.CORPORATION

vs.

RAYMOND.L.SWACKHAMMER

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No.

No. 2008-218-CD

No.

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 96 BUCCANEER LANE, DU BOIS, PA 15801

(See Legal Description attached)

Amount Due

Prothonotary costs \$145,575.26
163.00

Interest from 1/8/09 to Sale

\$ _____

Per diem \$23.93

Add'l Costs

\$4,420.54

Writ Total

\$

William L. Hays
OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 2/10/09
(SEAL)

No. 2008-218-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Real Debt \$145,575.26

Int. from 1/8/09
To Date of Sale (\$23.93 per diem)

Costs

Prothy Pd. 1163.00

Sheriff

Daniel H. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Address: RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DU BOIS, PA 15801

LEGAL DESCRIPTION

ALL that certain tract of land designated as Section 6, Lot 118, Bermuda, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office. Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

- 1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.**
- 2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.**
- 3. All minerals and mining rights of every kind and nature.**
- 4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.**

BEING the same premises conveyed to Roger W. Reed and Nancy J. Reed, husband and wife, by deed of Nancy J. Mohney, single, dated July 23, 2004, and recorded in the Office of the Recorder of Deeds in and for Clearfield County Instrument No. 2004-12416.

TITLE TO SAID PREMISES IS VESTED IN Raymond L. Swackhammer, single, by Deed from Roger W. Reed and Nancy J. Reed, h/w, dated 04/13/2007, recorded 05/25/2007, in Deed Mortgage Inst# 200708743.

Premises being: 96 BUCCANEER LANE
DU BOIS, PA 15801

Tax Parcel No. C02-006-00118-00-21

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104918
NO: 08-218-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: PHH MORTGAGE CORPORATION
vs.
DEFENDANT: RAYMOND L. SWACKHAMMER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	742745	10.00
SHERIFF HAWKINS	PHELAN	742745	31.23

5
FILED
01/11:03 am
FEB 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins -
Sheriff

FILED

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

APR 06 2009
m/11:00/C
William A. Shaw
Prothonotary/Clerk of Courts

PHH MORTGAGE CORPORATION

Plaintiff,

v.

RAYMOND L. SWACKHAMMER

Defendant(s)

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: NO. 2008-218-CD
:

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD)

SS:

Plaintiff in the above action sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 96 BUCCANEER LANE, DU BOIS, PA 15801.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given to Lienholders in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the Affidavit No. 2 (previously filed) and/or Amended Affidavit No. 2 on the date indicated. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

Daniel G. Schmieg
DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Date: April 1, 2009

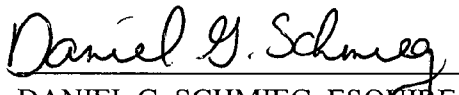
IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
TENANT/OCCUPANT	96 BUCCANEER LANE DU BOIS, PA 15801
DOMESTIC RELATIONS CLEARFIELD COUNTY	CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830
COMMONWEALTH OF PENNSYLVANIA	DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6 th Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128
Internal Revenue Service Federated Investors Tower	13 TH Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105
Treasure Lake Property Owners' Association	13 Treasure Lake Du Bois, PA 15801

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information or belief. 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.

APRIL 1, 2009
Date


DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

CQS

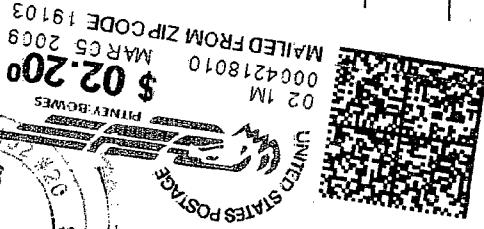
PHILAN HALLINAN & SCHMIEG
 One Penn Center at Suburban Station, Suite 1400
 1617 John F. Kennedy Boulevard
 Philadelphia, PA 19103-1814

Name and
Address
of Sender



Line	Article Number	Name of Addressee, Street, and Post Office Address	Postmaster, Per (Name of Receiving Employee)	Total Number of Pieces Received at Post Office	Total Number of Pieces Listed by Sender
1		TENANT/OCCUPANT 96 BUCCANEER LANE DU BOIS, PA 15801			
2		DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830			
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105			
4		Commonwealth of Pennsylvania, Bureau of Individual Tax, Inheritance Tax Division 6 th Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128			
5		Internal Revenue Service, Federated Investors Tower 13 TH Floor, Suite 1300, 1001 Liberty Avenue Pittsburgh, PA 15222			
6		Department of Public Welfare, TPL Casualty Unit Estate Recovery Program, P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105			
7					
8					
9					
10	JVS				
11					
12					
		Re: RAYMOND L. SWACKHAMMER 170581 TEAM 3			
Total Number of Pieces Listed by Sender		Postmaster, Per (Name of Receiving Employee)		Total Number of Pieces Received at Post Office	

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900.S913 and S921 for limitations of coverage.



Name and
Address
of Sender



PHELAN HALLINAN & SCHMIEG
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814

SENT 4/1/09

TEAM 5 JED

SALE DATE 5/1/09

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		Treasure Lake Property Owners' Association 13 Treasure Lake Du Bois, PA 15801		
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12		Re: RAYMOND L. SWACKHAMMER 170581		
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece, subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.	



TEAM 5

FILED

APR 09 2009

William A. Shaw
Prothonotary/Clerk of Courts

NO C/C

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION

Plaintiff

v.

RAYMOND L. SWACKHAMMER

Defendant

Court of Common Pleas

Civil Division

CLEARFIELD County

No. 2008-218-CD

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on February 6, 2008, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".

2. Judgment was entered on January 8, 2009 in the amount of \$145,575.26. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

4. The Property is listed for Sheriff's Sale on May 1, 2009.

5. Additional sums have been incurred or expended on Defendant's behalf since the Complaint was filed and Defendant has been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$127,900.14
Interest Through May 1, 2009	\$17,021.22
Per Diem \$25.40	
Late Charges	\$174.60
Legal fees	\$1,550.00
Cost of Suit and Title	\$2,177.04
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$0.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$188.79
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$3,949.72
TOTAL	\$152,961.51

6. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

7. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendant.

8. Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as addressed in Plaintiff's attached brief.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 4/8/09

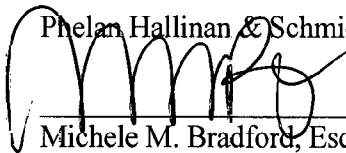
By:  Phelan Hallinan & Schmieg, LLP
Michele M. Bradford, Esquire
Attorney for Plaintiff

Exhibit “A”

FEB 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
SHEETAL R. SHAH-JANI, ESQ., Id. No. 81760
JUDITH T. ROMANO, ESQ., Id. No. 58745
JENINE R. DAVEY, ESQ., Id. No. 87077
MICHAEL E. CARLETON, ESQ., Id. No. 203009
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

170581

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

v.

NO. 2008-218-CJ

CLEARFIELD COUNTY

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

Defendant

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

**ATTORNEY FILE COPY
PLEASE RETURN**

**We hereby certify the
within to be a true and
correct copy of the
original filed of record**

NOTICE

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

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

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

Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
100 South Street
PO Box 186
Harrisburg, PA 17108
800-692-7375

Notice to Defend:
David S. Meholick, Court Administrator
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

**IF THIS IS THE FIRST NOTICE THAT YOU HAVE
RECEIVED FROM THIS OFFICE, BE ADVISED THAT:**

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692 et seq. (1977),
DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE
DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S)
DO SO IN WRITING WITHIN THIRTY (30) DAYS OF
RECEIPT OF THIS PLEADING, COUNSEL FOR
PLAINTIFF WILL OBTAIN AND PROVIDE
DEFENDANT(S) WITH WRITTEN VERIFICATION
THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED
TO BE VALID. LIKEWISE, IF REQUESTED WITHIN
THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING,
COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.**

**THE LAW DOES NOT REQUIRE US TO WAIT UNTIL
THE END OF THE THIRTY (30) DAY PERIOD
FOLLOWING FIRST CONTACT WITH YOU BEFORE
SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH
THE LAW PROVIDES THAT YOUR ANSWER TO THIS**

COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

1. Plaintiff is

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

2. The name(s) and last known address(es) of the Defendant(s) are:

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

who is/are the mortgagor(s) and/or real owner(s) of the property hereinafter described.

3. On 05/25/2007 mortgagor(s) made, executed, and delivered a mortgage upon the premises hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS A NOMINEE FOR COLDWELL BANKER MORTGAGE which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No: 200708744. PLAINTIFF is now the legal owner of the mortgage and is in the process of formalizing an assignment of same. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 08/01/2007 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$127,900.14
Interest	\$5,486.40
07/01/2007 through 02/01/2008 (Per Diem \$25.40)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$174.60
05/25/2007 to 02/01/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$135,361.14
Escrow	
Credit	\$0.00
Deficit	\$1,552.72
Subtotal	<u>\$1,552.72</u>
TOTAL	\$136,913.86

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

9. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Assistance Program pursuant to Act 91 of 1983, as amended in 1998, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s) on the date(s) set forth thereon, and the temporary stay as provided by said notice has terminated because Defendant(s) has/have failed to meet with the Plaintiff or an authorized consumer credit counseling agency, or has/have been denied assistance by the Pennsylvania Housing Finance Agency.
10. This action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.
11. This action does not come under Act 91 of 1983 because the mortgage premises is not the principal residence of Defendant(s).

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$136,913.86, together with interest from 02/01/2008 at the rate of \$25.40 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By:


FRANCIS S. HALLINAN, ESQUIRE No 62695
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
JENINE R. DAVEY, ESQUIRE
MICHAEL E. CARLETON, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

ALL that certain tract of land designated as Section 6, Lot 118, Bermuda, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office. Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same premises conveyed to Roger W. Reed and Nancy J. Reed, husband and wife, by deed of Nancy J. Mohny, single, dated July 23, 2004, and recorded in the Office of the Recorder of Deeds in and for Clearfield County Instrument No. 2004-12416.

PARCEL NO: C02-006-00118-00-21

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this matter, that Plaintiff is outside the jurisdiction of the Court and/or the verification could not be obtained within the time allowed for the filing of the pleading, that I am authorized to make this verification pursuant to Pa.R.C.P. 1024 (c), and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of my knowledge, information and belief. Furthermore, counsel intends to substitute a verification from Plaintiff upon receipt.

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

For J. Ham
Attorney for Plaintiff No 62095

DATE: 2/4/08

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

FILED

JAN 08 2009

William A. Shaw
Attorney for Plaintiff Courts

PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

: CLEARFIELD COUNTY
:
: COURT OF COMMON PLEAS
:
: CIVIL DIVISION
:
: No. 2008-218-CD

ATTORNEY FILE COPY
PLEASE RETURN

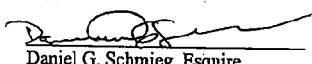
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against RAYMOND L. SWACKHAMMER, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$136,913.86
Interest - 02/02/2008 to 01/07/2009	<u>\$8,661.40</u>
TOTAL	\$145,575.26

I hereby certify that (1) the addresses of the Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 1-8-2009

PHS # 170581

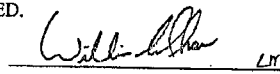

PRO PROTHY

Exhibit “B”

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
Identification No. 62205
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

FILED

JAN 08 2009

William A. Shaw
Attorney for Plaintiff Courts

PHH MORTGAGE CORPORATION

: CLEARFIELD COUNTY

vs.

: COURT OF COMMON PLEAS

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

: CIVIL DIVISION

: No. 2008-218-CD

**ATTORNEY FILE COPY
PLEASE RETURN**

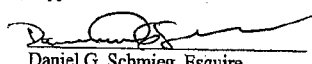
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against RAYMOND L. SWACKHAMMER, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

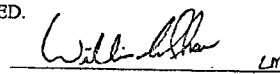
As set forth in Complaint	\$136,913.86
Interest - 02/02/2008 to 01/07/2009	<u>\$8,661.40</u>
TOTAL	\$145,575.26

I hereby certify that (1) the addresses of the Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 1-8-2009


PRO PROTHY

PHS # 170581

VERIFICATION

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: _____

4/8/09

By: _____

~~Phelan Hallinan & Schmieg, LLP~~

Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED

APR 09 2009
m/11:55/w
William A. Shaw
Prothonotary/Clerk of Courts
1 Cent to Att

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849

ATTORNEY FOR PLAINTIFF

1617 John F. Kennedy Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

PHH MORTGAGE CORPORATION

Court of Common Pleas

Plaintiff

Civil Division

v.

CLEARFIELD County

RAYMOND L. SWACKHAMMER

No. 2008-218-CD

Defendant

CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support thereof were sent to the following individuals on the date indicated below.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DU BOIS, PA 15801

RAYMOND L. SWACKHAMMER
83 LONGVIEW COURT
WEEDVILLE, PA 15868

DATE: 4/8/09

By: [Signature]
Phelan Hallinan & Schmieg, LLP
Michele M. Bradford, Esquire
Attorney for Plaintiff

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

PHH MORTGAGE CORPORATION
Plaintiff

v.

RAYMOND L. SWACKHAMMER
Defendant

Court of Common Pleas
Civil Division
CLEARFIELD County
No. 2008-218-CD

RULE

AND NOW, this 13th day of April 2009, a Rule is entered upon the Defendant to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 15th day of May 2009, at 2:30 p.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania.
Courtroom #1

BY THE COURT

Frederick J. Ammerman

170581

FILED

APR 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

ice
Atty Bradford

GW

FILED

APR 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/13/09

X You are responsible for serving all appropriate parties.

___ The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ___ Defendant(s) Attorney

___ Special Instructions:

FILED

APR 14 2009

m/16:45/2

William A. Shaw

Prothonotary/Clerk of Courts

No 9/c

AFFIDAVIT OF SERVICE

PLAINTIFF PHH MORTGAGE CORPORATION

DEFENDANT(S) RAYMOND L. SWACKHAMMER

Please serve upon: RAYMOND L. SWACKHAMMER

SERVE AT: 1562 CLEVELAND STREET
WEEDVILLE, PA 15868

CLEARFIELD County
No. 2008-218-CD
Our File #: 170581

Type of Action
- Notice of Sheriff's Sale

Sale Date: MAY 1, 2009

RUSH

SERVED

Served and made known to RAYMOND L. SWACKHAMMER, Defendant, on the 2ND day of APRIL, 2009, at 5:15 o'clock P.m., at 96 BUCCANEER LANE, DUBOIS

Commonwealth of Pennsylvania, in the manner described below:

☒ Defendant personally served.
☐ Adult family member with whom Defendant(s) reside(s). Relationship is _____
☐ Adult in charge of Defendant(s)'s residence who refused to give name or relationship.
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).
☐ Agent or person in charge of Defendant(s)'s office or usual place of business.
☐ _____ an officer of said Defendant(s)'s company.
☐ Other: _____

Description: Age 20^s Height 6'0" Weight 250 Race W Sex M Other _____

I, Ronald Wall, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above. * RESIDENT OF SA STATED THAT HE PURCHASED PROPERTY FROM DI FROM DEFENDANT WHO NO LONGER RESIDES THEREIN. INVESTIGATION DISCLOSED THAT MR. SWACKHAMMER NOW RESIDES @ 96 BUCCANEER LANE, DUBOIS, PA

Sworn to and subscribed before me this 2ND day of APRIL, 2009

Notary: Patricia E. Harris
Notary Public
State of New Jersey
PATRICIA E. HARRIS

By: Ronald Wall

NOT SERVED

ATTEMPT SERVICE NLT THREE (3) TIMES

Commission Expires June 16, 2013

On the _____ day of _____, 200_, at _____ o'clock _____ m., Defendant NOT FOUND because:

____ Moved ____ Unknown ____ No Answer ____ Vacant
1st attempt Date: _____ Time: _____, 2nd attempt Date: _____ Time: _____, 3rd attempt Date: _____ Time: _____
Other: _____

Sworn to and subscribed before me this _____ day of _____, 200_.

Notary: _____
Attorney for Plaintiff
DANIEL G. SCHMIEG, Esquire - I.D. No. 62205
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

By:

FILED

APR 14 200

William A. S. Jr.
Prothonotary/Clerk U.S. District Court

5
FILED NO CC
MAY 07 2009
William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849
1617 John F. Kennedy Boulevard, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION

Plaintiff

v.

RAYMOND L. SWACKHAMMER

Defendant

Court of Common Pleas

Civil Division

CLEARFIELD County

No. 2008-218-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of the Court's April 13, 2009 Rule directing the Defendant to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individuals on the date indicated below.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DU BOIS, PA 15801

RAYMOND L. SWACKHAMMER
83 LONGVIEW COURT
WEEDVILLE, PA 15868

DATE: 5/5/09

By:

Phelan Hallinan & Schmieg, LLP

Michele M. Bradford, Esquire
Attorney for Plaintiff

FILED

MAY 07 2009

William A. Shaw
Prothonotary/Clerk of Courts

FILED
MAY 18 2009
William A. Shaw
Prothonotary/Clerk of Courts
cc
Amy Chota

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

PHF MORTGAGE CORPORATION

Plaintiff

v.

RAYMOND L. SWACKHAMMER

Defendant

Court of Common Pleas

Civil Division

CLEARFIELD County

No. 2008-218-CD

ORDER

AND NOW, this 18 day of May, 2009 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$127,900.14
Interest Through May 1, 2009	\$17,021.22
Per Diem \$25.40	
Late Charges	\$174.60
Legal fees	\$1,550.00
Cost of Suit and Title	\$2,177.04
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$0.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$188.79
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00

Suspense/Misc. Credits
Escrow Deficit

(\$0.00)
\$3,949 72

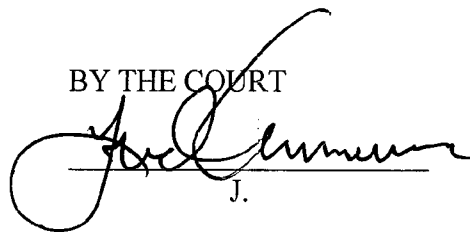
TOTAL

\$152,961.51

Plus interest from May 1, 2009 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT



J.

170581

FILED

MAY 18 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/18/09

☒ You are responsible for serving all appropriate parties.

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

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

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant//Petitioner

No. 2008-218-CD

FILED 01/30/09
MAY 29 2009
occ A44
Mo. l. ca

William A. Shaw
Prothonotary/Clerk of Courts

: Petition Requesting Stay of
Real Property Execution

Counsel for Plaintiff/Respondent:

PHELAN HALLINAN & SCHMIEG,
LLP
1617 John F. Kennedy Blvd.
Philadelphia PA 19103-1814
215 563-7000

Counsel for Defendant//Petitioner:

MidPenn Legal Services
Carl Mollica, Esq., # 41277
2054 East College Avenue
State College PA 16801
814 238-9504, ext. 1126

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW**

**PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054**

Plaintiff/Respondent

No. 2008-218-CD

v.

**RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801**

Defendant//Petitioner

PETITION REQUESTING STAY OF REAL PROPERTY EXECUTION

AND NOW, comes RAYMOND L. SWACKHAMMER, by and through his attorneys, MidPenn Legal Services, and files this Petition Requesting Stay of Real Property Execution, and in support thereof avers the following:

1. Respondent filed a Complaint in Mortgage Foreclosure against Petitioner and obtained judgment in the amount of \$145,575.26 or about January 8, 2009. Damages were recently reassessed in the amount of \$152,961.51.

2. The Petitioner's mailing address is 1801 Treasure Lake, DuBois, PA 15801. The physical location of the property is 96 Buccaneer Lane, DuBois.
3. Although Respondent's complaint, paragraph 11, avers that the Premises is not the principal residence of Respondent this is not correct. The premises has been Petitioner's principal residence since shortly after the closing on the property in or about May of 2007 and has not been vacated.
4. The property is currently scheduled for Sheriff's Sale on June 5, 2009 at 10:00 a.m. To the best of Petitioner's knowledge the sale has not previously been postponed or continued.
5. Pennsylvania Rule of Civil Procedure 3183(b)(2) allows the Court to stay execution in a foreclosure case for any legal or equitable ground. Also, in general, the law abhors a forfeiture.
6. Counsel for Petitioner has sought the concurrence in this request for stay from Respondent's Counsel. Respondent does not concur.
7. The Petitioner asks that the Court hold an evidentiary hearing concerning Petitioner's request in lieu of ordering discovery.

HOME AFFORDABLE MODIFICATION PROGRAM

8. In or about March of 2009 the U.S. Treasury Department implemented, among other programs and initiatives, the Home Affordable Loan Modification Program. This program is currently referred to as HMP.

9. The modification program is designed to prevent foreclosures by, among other things, reducing the homeowner's monthly mortgage payments to an amount, in essence, less than 31% of monthly gross income.

10. This is to be accomplished through using a stepped or "waterfall" process including interest rate reduction, extension of loan term to a maximum of 40 years, and principal forbearance. See attached Ex. 1, pages 1-9.

11. If this can't be accomplished using HMP guidelines, the servicer must evaluate the homeowner for other available foreclosure prevention options. Ex. 1, page 15.

12. Loans owned or guaranteed by the Federal National Mortgage Association (FannieMae), a government sponsored entity (GSE) are subject to the provisions of the Treasury's mortgage modification plan. Ex. 2, numbered page 1.

13. Loan servicers servicing such loans must comply with HMP as participation is mandatory. See Ex. 3, FAQuestion 5.

14. The loan at issue is owned or guaranteed by Fannie Mae. See attached Exhibit 5 . Counsel for Petitioner followed up the computer search with a telephone call to Fannie Mae in which it was confirmed that the loan at issue is a Fannie Mae loan.

15. The loan at issue is of the type eligible for evaluation under HMP: It is a first lien on a single family home, it has not been previously modified under HMP, it is currently in default, and the home is not vacant or condemned. See Ex. 2, numbered pages 2-3.

16. The loan can't be properly evaluated for HMP eligibility before the sale now set for June 5, 2009. All Exhibits.

**17. The intent of HMP is that foreclosure not proceed until a homeowner is properly evaluated for participation in HMP or, that failing, for another foreclosure alternative. Ex. 2, Page 16, Ex. 3, FAQuestion 23. Ex. 4
Numbered page 14.**

WHEREFORE, Petitioner requests this Honorable Court to:

- a. Stay or cancel the foreclosure sale currently set for June 5, 2009, at 10:00 a.m. so that Petitioner may try to qualify for a loan modification;**
- b. Schedule this matter for a hearing;**
- c. Allow the Petitioner to deposit the sum of one (\$1.00) dollar with the Prothonotary rather than posing a bond in this matter;**
- d. Any and all other relief deemed appropriate by this Court.**

ACT 91/HEMAP and other PHFA Alternatives

18. The Respondent avers in its complaint that the loan at issue isn't subject to Act 91 of 1983 (35 P.S. 1680.401 et. seq.) because the premises isn't the principal residence of the Petitioner. Complaint at para. 11.

19. The premises has been the principal residence of the Petitioner at all times relevant to this action.

20. The home, mortgage, and mortgage lender are all of the type intended to be subject to the provisions of Act 91, including the requirement that an Act 91 Notice be provided before any foreclosure is instituted through the Court.

21. Counsel for Respondent indicated to Counsel for Petitioner that an Act 91 Notice was sent to Petitioner however Petitioner's Counsel does not

know to which address(es) the Notice was allegedly sent or whether the notice was in the mandated form.

22. Provision of a correct Act 91 Notice is prerequisite to the Court's having subject matter jurisdiction of a foreclosure action. Philadelphia Housing Auth. V. Barbour, 405 Pa.Super. 140, 592 A.2d 47, 48, (1991); Bennett V. Seave, 520 Pa. 431, 554 A.2d 886 (1989); 12 Pa.Code 31.203.

23. Petitioner has not received any Act 91 Notice from the Respondent. Had he received same he avers that he would have used it to try to save his home.

24. At present, even if Petitioner does not qualify for Act91/HEMAP assistance, PHFA offers other loan programs for which he may qualify.

WHEREFORE, the Petitioner respectfully requests this Honorable Court to:

- a. Stay or cancel the foreclosure sale currently set for June 5, 2009, at 10:00 a.m. so that Petitioner may apply for assistance through a PHFA program;
- b. Require the Respondent to provide him with an Act 91 notice;
- c. Schedule this matter for a hearing;
- d. Allow the Petitioner to deposit the sum of one (\$1.00) dollar with the Prothonotary rather than posing a bond in this matter;

- e. Any and all other relief deemed appropriate by this
Honorable Court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Carl Mollica', is written over a horizontal line.

Carl Mollica
PA ID # 41277
MidPenn Legal Services
2054 East College Ave.
State College PA 16801
814-238-4958, ext. 1126
Attorney for Petitioner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

No. 2008-218-CD

v.

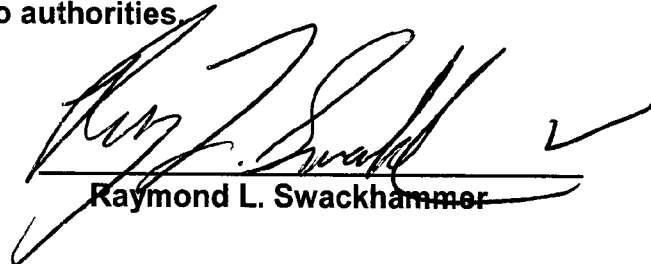
RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant//Petitioner

VERIFICATION

I, Raymond L. Swackhammer, hereby verify that the foregoing statements of facts are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

5/29/2009
Date


Raymond L. Swackhammer

Home Affordable Modification Program Guidelines

March 4, 2009

Trial loan modifications consistent with these Guidelines may be offered to homeowners beginning on this date, March 4, 2009, and may be considered for acceptance into the Home Affordable Modification Program upon completion of the trial period and other conditions. These Guidelines, however, do not constitute a contract offer binding on the Department of the Treasury.

Program Elements Described in the Guidelines

Monthly Payment Reduction Cost Share:	Treasury will partner with financial institutions to reduce homeowners' monthly mortgage payments. The lender will have to first reduce payments on mortgages to no greater than 38% Front-End Debt-to-Income (DTI) ratio. Treasury will match further reductions in monthly payments dollar-for-dollar with the lender/investor, down to a 31% Front-End DTI ratio for the borrower.
Servicer Incentive Payments and Pay for Success Fees:	Servicers will receive an up-front Servicer Incentive Payment of \$1,000 for each eligible modification meeting guidelines established under this initiative. Servicers will also receive Pay for Success payments –as long as the borrower stays in the program – of up to \$1,000 each year for up to three years. Similar incentives will be paid for Hope for Homeowner refinances.
Borrower Pay-for-Performance Success Payments:	Borrowers are eligible to receive a Pay-for-Performance Success Payment that goes straight towards reducing the principal balance on the mortgage loan as long as the borrower is current on his or her monthly payments. Borrowers can receive up to \$1,000 of Pay-for-Performance Success Payments each year for up to five years.
Current Borrower One-Time Bonus Incentive:	One-time bonus incentive payments of \$1,500 to lender/investors and \$500 to servicers will be provided for modifications made while a borrower is still current on mortgage payments. The servicer will be required to maintain records and documentation evidencing that the Trial Period payment arrangements were agreed to while the borrower was less than 30 days delinquent. The servicer must comply with any express pooling and servicing contractual restrictions for modifying current loans.

Program Payment Conditions	No payments under the program to the lender/investor, servicer, or borrower will be made unless and until the servicer has entered into the program agreements with Treasury's financial agent. Servicers must enter into the program agreements with Treasury's financial agent no later than December 31, 2009.

Eligibility Requirements

Pooling and Servicing Agreements:	The program guidelines reflect usual and customary industry standards for mortgage loan modifications contained in typical servicing agreements, including pooling and servicing agreements (PSAs) governing private label securitizations. Participating servicers are required to consider all eligible loans under the program guidelines unless prohibited by the rules of the applicable PSA and/or other investor servicing agreements. Participating servicers are required to use reasonable efforts to remove any prohibitions and obtain waivers or approvals from all necessary parties.
Origination Date of Loan Subject to Modification:	The mortgage to be modified must have been originated on or before January 1, 2009.
Program Expiration:	New borrowers will be accepted until December 31, 2012. Program payments will be made for up to five years after the date of entry into a Home Affordable Modification. Monitoring will continue through the life of the program.
Qualification Terms:	• The home must be an owner occupied, single family 1-4 unit property (including condominium, cooperative, and manufactured home affixed to a foundation and treated as real property under state law). • The home must be a primary residence (verified with tax return, credit report, and other documentation such as a utility bill). • The home may not be investor-owned. • The home may not be vacant or condemned. • Borrowers in bankruptcy are not automatically eliminated from consideration for a modification. • Borrowers in active litigation regarding the mortgage loan can qualify for a modification without waiving their legal rights. • First lien loans must have an unpaid principal balance (prior to capitalization of arrearages) equal to or less than: ○ 1 Unit: \$729,750 ○ 2 Units: \$934,200

	○ 3 Units: \$1,129,250 ○ 4 Units: \$1,403,400
In Foreclosure Process:	Any foreclosure action will be temporarily suspended during the trial period, or while borrowers are considered for alternative foreclosure prevention options. In the event that the Home Affordable Modification or alternative foreclosure prevention options fail, the foreclosure action may be resumed.
Current LTV:	There is no minimum or maximum LTV ratio for eligibility purposes.
Loan Type Exclusions:	Loans can only be modified under the Home Affordable Modification program once.
Subordinate Financing:	Subordinate liens are not included in the Front-End DTI calculation, but they are included in the Back-End DTI calculation.
Solicitation to Borrowers/Incoming Inquiries:	Servicers should follow any existing express contractual restrictions with respect to solicitation of borrowers for modifications.

Underwriting Analysis

Front-End DTI Target:	Front-End DTI is the ratio of PITIA to Monthly Gross Income. PITIA is defined as principal, interest, taxes, insurance (including homeowners insurance and hazard and flood insurance) and homeowners association and/or condominium fees. Mortgage insurance premiums are excluded from the PITIA calculation. The Front-End DTI Target is 31%. The Standard Waterfall step that results in a Front-End DTI closest to 31%, without going below 31%, will satisfy the Front-End DTI Target. There is no restriction on reducing Front-End DTI below 31%, but any portion of the reduction below 31% will not be covered by the Payment Reduction Cost Share.
Property Value:	The servicer may use, at its discretion, either one of the government sponsored enterprises (GSEs) automated valuation model (AVM) – provided that the AVM renders a reliable confidence score – or a broker price opinion (BPO).

	As an alternative, the servicer may rely on the AVM it uses internally provided that (i) the servicer is subject to supervision by a Federal regulatory agency, (ii) the servicer's primary Federal regulatory agency has reviewed the model and/or its validation and (iii) the AVM renders a reliable confidence score. If the GSE or servicer AVM is unable to render a value with a reliable confidence score, the servicer must obtain an assessment of the property value utilizing a property valuation method acceptable to the servicer's Federal regulatory agency, <i>e.g.</i> in accordance with the Interagency Appraisal and Evaluation Guidelines (as though such guidelines apply to loan modifications), or a BPO. In all cases, the property valuation may not be more than 60 days old.
Income and Asset Validation:	The borrower's income will be verified by requiring a signed Form 4506-T (Request for Transcript of Tax Return) and obtaining the most recent tax return on file for each borrower on the note. For wage earners, the two most recent pay stubs for each wage earner on the note will also be required. For self-employed borrowers or for non-wage income, the borrower's income will be verified by obtaining other third party documents that provide reasonably reliable evidence of income. Borrowers must also represent and warrant that they do not have sufficient liquid assets to make their monthly mortgage payments.
Monthly Gross Income:	The borrower's Monthly Gross Income is the amount before any payroll deductions includes wages and salaries, overtime pay, commissions, fees, tips, bonuses, housing allowances, other compensation for personal services, Social Security payment, including Social Security received by adults on behalf of minors or by minors intended for their own support, annuities, insurance policies, retirement funds, pensions, disability or death benefits, unemployment benefits, rental income and other income. Monthly net income can be used for preliminary screening and qualification. If used, the servicer will need to multiply net income by 1.25 to get to an estimate of Monthly Gross Income.
Back-End DTI:	The Back-End DTI is the ratio of the borrower's total monthly debt payments (such as Front-End PITIA, any mortgage insurance premiums, payments on all installment debts, monthly payments on all junior liens, alimony, car lease payments, aggregate negative net rental income from

	all investment properties owned, and monthly mortgage payments for second homes) to the borrower's Monthly Gross Income. The servicer must validate monthly installment, revolving debt and secondary mortgage debt by pulling a credit report for each borrower or a joint report for a married couple. The servicer must also consider information obtained from the borrower orally or in writing concerning incremental monthly obligations. Borrowers who otherwise qualify for a modification under this program, but who would have a post-modification Back-End DTI greater than or equal to 55%, will be provided with a letter stating that they are required to work with a HUD-approved counselor and the modification will not take effect until they provide a signed statement indicating that they will obtain counseling.
Reasonably Foreseeable / Imminent Default:	Every potentially eligible borrower who calls or writes in to their servicer in reference to a modification must be screened for hardship. This screen must ascertain whether the borrower has had a change in circumstances that causes financial hardship, or is facing a recent or imminent increase in the payment that is likely to create a financial hardship (payment shock). If the borrower reports a material change in circumstances, the servicer must ask about current income and assets, and current expenses as well as the specific circumstances relating to the claimed financial hardship. Each of these elements shall be verified through documentation. If the servicer determines that a non-defaulted borrower facing a financial hardship is in Imminent Default and will be unable to make his or her mortgage payment in the immediate future, the servicer must apply the NPV Test.
Required Modifications and Optional Modifications:	A standard NPV Test will be required on each loan that is in Imminent Default or is at least 60 days delinquent under the MBA delinquency calculation. This NPV Test will compare the net present value (NPV) of cash flows expected from a modification to the net present value of cash flows expected in the absence of modification. If the NPV of the modification scenario is greater, the NPV result is deemed positive. The NPV Test applies to the Standard Waterfall only and does not require consideration of principal forgiveness. However, the servicer may choose to forgive principal if the servicer determines that principal forgiveness improves the likelihood of loan performance and the value of modification. Required parameters for the NPV Test will be published separately.

	If the NPV Test generates a positive result when applying the Standard Waterfall, the servicer is required to offer a Home Affordable Modification to the borrower. If the NPV Test generates a negative result, modification is optional, unless prohibited under contract. The monthly payment reduction incentive is available for any Home Affordable Modification, whether or not NPV positive, that meets the eligibility requirements and is performed according to the waterfall described below. If the NPV Test result is negative and a Home Affordable Modification is not pursued, the lender/investor must seek other foreclosure prevention alternatives, including alternative modification programs, deed-in-lieu and short sale programs.

Loan Modification and Standard Waterfall

Overview:	Servicers will follow the Standard Waterfall described below to reduce monthly payments to the 31% Front-End DTI Target defined above. The initiative will reimburse lenders/investors for one half of the cost of reducing monthly payments from a level consistent with a 38% Front-End DTI Ratio (or less, if the unmodified DTI is less than 38%) down to a level consistent with a 31% Front-End DTI Ratio. This Payment Reduction Cost Share can last for up to five years.
Hope for Homeowners:	Servicers will be required to consider a borrower for refinancing into the Hope for Homeowners program when feasible. Servicer incentive payments will be paid for Hope for Homeowner refinances. If the underwriting process for a Hope for Homeowners refinance would delay eligible borrowers from receiving a modification offer, servicers will use the Standard Waterfall to begin the Home Affordability Modification and work to complete the Hope for Homeowners refinance during the Trial Modification Period. Consideration for a Hope for Homeowners refinance should not delay eligible borrowers from receiving a modification offer and beginning the Trial Modification Period.
Standard Waterfall Process:	Step 1a: Request Monthly Gross Income as specified above. Step 1b: Validate total first lien debt and monthly payments (PITIA). For

	purposes of making a provisional modification offer during the trial modification period, the borrower's unverified income and debt payments can be used. Provisional information and modification terms will be verified in a timely manner. Step 2: Capitalize arrearage. Servicers may capitalize accrued interest, past due real estate taxes and insurance premiums, delinquency charges paid to third parties in the ordinary course of servicing and not retained by the servicer, any required escrow advances already paid by the servicer and any required escrow advances by the servicer that are currently due and will be paid by the servicer during the Trial Period. Late fees are not capitalized. Step 3: Target a Front-End DTI of 31%. The lender/investor shall follow steps 4, 5, and 6 to reduce the borrower's payment to the level corresponding to the Front-End DTI Target. Step 4: Reduce the interest rate to reach the Front-End DTI Target (subject to a floor of 2%). The note rate should be reduced in increments of 0.125 %, and should bring the monthly payment as close as possible to the Front-End DTI Target without going below 31%. If the resulting modified interest rate is at or above the Interest Rate Cap, this modified interest rate will be the new note rate for the remaining loan term. If the resulting modified interest rate is below the Interest Rate Cap, this modified interest rate will be in effect for the first five years, followed by annual increases of 1% (100 basis points) per year or such lesser amount as may be needed until the interest rate reaches the Interest Rate Cap, at which time it will be fixed for the remaining loan term. Step 5: If the Front-End DTI Target has not been reached, extend the term of the loan up to 40 years. If term extension is not permitted extend amortization. The 40-year term begins at the start of the modification (after the borrower successfully completes the Trial Period). Note that the servicer should only extend to a term that is necessary to reach the Front-End DTI Target; there is no requirement to extend to a 40-year term. Step 6: If the Front-End DTI Target has not been reached, forbear principal. If there is a principal forbearance amount, a balloon payment of that forbearance amount is due on the maturity date, upon sale of the property, or upon payoff of the interest bearing balance. If the modification does not pass the NPV Test and the servicer chooses to modify the loan, the modified balance must be no lower than the current property value.

Principal Reduction Option:	There is no requirement to use principal reduction under the Home Affordable Modification program; however, servicers may forgive principal to achieve the Front-End DTI Target. Principal forgiveness can be used on a standalone basis or before any step in the Standard Waterfall process. If principal forgiveness is used, subsequent steps in the Standard Waterfall may not be skipped. If principal is forgiven and the rate is not reduced, the rate will be frozen at its existing level and treated as a modified rate for the purposes of the Interest Rate Cap. In the event of principal forgiveness, the Payment Reduction Cost Share continues to be based on the change in the borrower's monthly payment from 38% to 31% Front-End DTI ratio and is limited to five years.

Modification Terms

Interest Rate Floor:	The Interest Rate Floor for modified loans is 2%.
Interest Rate Cap:	The modified interest rate must remain in place for five years, after which time the interest rate will be gradually increased 1% (100 basis points) per year or such lesser amount as may be needed until it reaches the Interest Rate Cap. The Interest Rate Cap for the modified loan is the lesser of (i) the fully indexed and fully amortizing original contractual rate or (ii) the Freddie Mac Primary Mortgage Market Survey rate for 30-year fixed rate conforming mortgage loans, rounded to the nearest 0.125%, as of the date that the modification document is prepared. If the modified rate exceeds the Freddie Mac Primary Mortgage Market Survey rate in effect on the date the modification document is prepared, the modified rate will be the new note rate for the remaining loan term.

Principal Forbearance:	No interest will accrue on the forbearance amount. If the option to forebear principal is selected, the servicer shall forbear on collecting the deferred portion of the Capitalized Balance until the earliest of (i) the maturity of the modified loan, (ii) a sale of the property, or (iii) a pay-off or refinancing of the loan.
Redefaulting Loans:	A loan will be considered to have redefaulted when the borrower reaches a 90-day delinquency status under the MBA delinquency calculation. Redefaulting Loans will be terminated from the program, and no further payments of any kind will be made to the lender/investor, servicer, or borrower. Redefaulting Loans should be considered for other loss mitigation programs prior to being referred to foreclosure.

Approval Conditions

Trial Period Required:	Successful completion of the trial modification period and entry into program agreements between the servicer and Treasury's financial agent are prerequisites for any payments to the lender/investor, servicer, or borrower. Modification is effective the first calendar month following the successful completion of the Trial Period. Successful completion means that the borrower is current (under the MBA delinquency calculation) at the end of the Trial Period. Borrowers in foreclosure restart states will be considered to have failed the Trial Period if they are not current at the time the foreclosure sale is scheduled. No payments under the program to the lender/investor, servicer, or borrower will be made during the Trial Period. No payments under the program to the lender/investor, servicer, or borrower will be made if the Trial Period is not completed successfully. No payments under the program to the lender/investor, servicer, or borrower will be made unless and until the servicer has entered into the program agreements with Treasury's financial agent.
Length of Trial Period:	The Trial Period will last 90 days (three payments at modified terms) or longer if necessary to comply with investor contractual obligations. The

	borrower must be current at the end of the Trial Period to obtain a Home Affordable Modification.
Escrows:	Servicers are required to escrow for modified borrowers' real estate taxes and mortgage-related insurance payments immediately if they have the capability of processing these payments or are already using a third-party vendor for this purpose. Servicers who do not have this capacity must implement an escrow process within six months of the program agreement.
Counseling Requirements:	For borrowers with a Back-End DTI of 55% or higher, the servicer must inform the borrower of the availability and advantages of counseling and provide a list of local HUD-approved counselors. The servicer must provide the borrower with a letter stating that counseling is a requirement of the modification terms. This letter may be required by counselors in order to begin counseling. The modification will not take effect until the borrower represents in writing that he or she will obtain counseling.
Assumable:	If the modified loan was assumable prior to modification, a Home Affordable Modification cancels this feature.

Fees/Charges

Modification Fees and Charges to Borrower:	There are no modification fees or charges borne by the borrower.
Modification Fees and Charges Reimbursable by Investor:	Modification fees and charges to the servicer will be reimbursable by the investor. These include notary fees, property valuation and other required fees. Servicer reimbursement by the investor will take place within the normal process between the servicer and the investor.
Unpaid Late Fees Waived:	Unpaid late fees will be waived for the borrower. These include late fees prior to the start of the Trial Period and accrued during the period.
Credit Report:	The servicer will cover the cost of the credit report.

Compensation

Servicer Compensation:	Compensation is provided to the servicer that performs the loss mitigation or modification activities. Upon modification following successful completion of the Trial Period, and contingent on signing the program servicer agreement, the servicer will receive an incentive fee of \$1,000 for each eligible modification meeting Home Affordable Modification guidelines. Servicers will also receive Pay for Success fees – payable 12 months from the effective date of the Trial Period as long as the borrower continues in the program – of up to \$1,000 each year for three years. Servicers will no longer receive Pay for Success incentive payments for Redefaulting Loans or for loans that have paid off subject to certain <i>de minimis</i> constraints (discussed below). For loans modified while still current under the MBA delinquency calculation, the servicer will receive a Current Borrower One-Time Incentive of \$500 following successful completion of the Trial Period. Lenders that service their own loans are eligible for these incentives. Throughout this document the term “servicer” means the party that is responsible for performing the modification activities. Similar incentives will be paid for Hope for Homeowner refinances.
Borrower Cash Contribution:	The investor may not require the borrower to contribute cash.
Lender/Investor Compensation:	Lenders/investors will be compensated only in the event that the Front-End DTI Target or a lower Front-End DTI is achieved. Lenders/investors will follow the Standard Waterfall specified above to reach a monthly payment that satisfies the Front-End DTI Target. As described above, Treasury will provide compensation based on one half of the dollar difference between the monthly payment for a 31% Front-End DTI Ratio and the lesser of (i) the monthly payment for a 38% Front-End DTI Ratio or (ii) the borrower’s current monthly payment. This compensation will be provided for up to five years or until the loan is paid off. Upon a modification becoming effective following successful completion of the Trial Period by a borrower who was current prior to the start of the Trial Period, lenders/investors will be paid a \$1,500 Current Borrower One-Time Incentive, subject to certain <i>de minimis</i> constraints (discussed below).

	No monthly lender/investor payments will be made during the Trial Period. Monthly lender/investor payments will begin after the Trial Period is successfully completed, the servicer signs a service agreement with Treasury, and formal modification begins. No monthly lender/investor payments will be made if the Trial Period is not completed successfully.
Borrower Compensation:	Borrowers will be eligible to accrue up to \$1,000 each year in Pay-for-Performance Success Payments for up to five years, a total of up to \$5,000 over five years, subject to certain <i>de minimis</i> constraints (discussed below). Accruals are based on on-time payment performance. The first annual principal balance reduction will be effective 12 months after entering the Trial Period as long as the borrower is not terminated from the program. In any given month, the borrower's mortgage payment must be made on time, accounting for standard servicer grace periods, in order to accrue the monthly Pay for Performance Success Payment. The borrower will receive information on a monthly basis regarding the accrual of these payments. The payment will be directed to the servicer, who will reduce the principal balance by the payment amount (but not by more than \$1,000 per year) for five years if the borrower continues in the program. Payments are to be applied directly and entirely to reduce the principal balance, and any applicable prepayment penalties on partial principal prepayment made by the government must be waived. The equivalent of three months of Pay-for-Performance Success Payments will be made upon successful completion of the Trial Period, contingent upon the servicer signing a service agreement with the Treasury. Borrowers who are terminated from the program lose their right to outstanding accruals.
<i>De Minimis</i> Constraint:	To qualify for servicer Pay for Success payments and borrower Pay for Performance Success Payments, the modification must reduce the monthly payment by a minimum of 6 %. The monthly payment is the PITIA payment, as used in defining DTI, with the loan fully indexed and fully amortized. When paid, servicer annual Pay for Success payments and borrower Pay for Performance Success Payments will be the lesser of (i) \$1,000 or (ii) half the reduction in the borrower's annualized monthly payment. The <i>de minimis</i> constraint does not apply to the up-front Servicer

	Incentive Payment, the Payment Reduction Cost Share, or the Home Price Depreciation Reserve Payment.

Consumer Protection

Disclosure	When promoting or describing loan modifications, servicers should provide borrowers with information designed to help them understand the modification terms that are being offered and the modification process. Servicers also must provide borrowers with clear and understandable written information about the material terms, costs, and risks of the modified mortgage loan in a timely manner to enable borrowers to make informed decisions.
Fair Lending	Servicers' modifications under this program must comply with the Equal Credit Opportunity Act and the Fair Housing Act, which prohibit discrimination on a prohibited basis in connection with mortgage transactions. Loan modification programs are subject to the fair lending laws, and servicers and lenders should ensure that they do not treat a borrower less favorably than other borrowers on grounds such as race, religion, national origin, sex, marital or familial status, age, handicap, or receipt of public assistance income in connection with any loan modification. These laws also prohibit redlining.
Consumer Inquiries and Complaints	Servicers should have procedures and systems in place to be able to respond to inquiries and complaints relating to loan modifications. Servicers should ensure that such inquiries and complaints are provided fair consideration, and timely and appropriate responses and resolution.

Monitoring

Documentation:	Servicers will be required to maintain records of key data points for verification/compliance reviews. These documents may include, but are not limited to, borrower eligibility and qualification, underwriting criteria, and incentive payments. These documents also include a hardship affidavit, which every borrower is required to execute. Borrowers will be required to provide declarations under penalty of perjury attesting to the truth of the information that they have provided to the servicer to allow the servicer to determine the borrower's eligibility for entry into the Home Affordable Modification Program.

	Detailed guidance on data requirements will be released separately.
Anti-Fraud Measures:	Measures to prevent and detect fraud, such as documentation and audit requirements, will be described in the servicer guidelines and the program guidelines in the financial agency agreements with Fannie Mae and Freddie Mac. Additional fraud protection measures will be announced by Treasury. Participating servicers and lenders/investors are not required to modify the loan if there is reasonable evidence indicating the borrower submitted false or misleading information or otherwise engaged in fraud in connection with the modification. Servicers should employ reasonable policies and/or procedures to identify fraud in the modification process.
Data Collection:	Servicers will be required to collect and transmit borrower and property data in order to ensure compliance with the program as well as to measure its effectiveness. Data elements may include data needed to perform underwriting analysis, loan modification and waterfall analysis, and modification terms. In addition, borrower profiles and property level information may be included. Detailed guidance on data requirements will be released separately.
Accounting and Legal:	The provisions of the Program should not be construed to override, void or in any way modify the responsibility of the management of lenders and servicers for preparing financial statements and regulatory reports in accordance with all applicable generally accepted accounting principles, including standards such as Statement of Financial Accounting Standards (SFAS) No. 15, <i>Accounting by Debtors and Creditors for Troubled Debt Restructurings</i> , SFAS No. 114, <i>Accounting by Creditors for Impairment of a Loan</i> , SFAS No. 133, <i>Accounting for Derivative Instruments and Hedging Activities</i> , SFAS No. 140, <i>Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities</i> , and AICPA Statement of Position 03-3, <i>Accounting for Certain Loans or Debt Securities Acquired in a Transfer</i> , and their related amendments and interpretations.

Other Program Features

Home Price Depreciation Payments:	To encourage lenders/investors to modify more mortgages, compensation will be provided to partially offset probable losses from home price declines. This will be structured as a simple cash payment on each modified loan while the loan remains active in the program.

Payments for Short Sales and Deeds-in-Lieu:	Compensation will be provided to servicers and borrowers in order to facilitate short sales or deeds-in-lieu in those cases in which borrowers either fail the net present value (NPV) test (described below) or fail to qualify for, or default under, the modification program.
Second Lien Elimination Payments:	To reduce the borrower's overall indebtedness and improve loan performance, additional incentives will be provided to extinguish junior liens on homes with first-lien loans that are modified under the program.
Government Loan Programs:	FHA, VA and rural housing loans will be addressed through standalone modification programs run by those agencies. FHA's Hope for Homeowners refinancing program will also be included in a parallel incentive program.

Net Present Value Model Parameters

NPV Test:	An NPV Test will be required on each loan that is in Imminent Default or is at least 60 days delinquent under the MBA delinquency calculation. This NPV test will compare the net present value (NPV) of cash flows expected from a modification to the net present value of cash flows expected in the absence of modification. If the NPV of the modification scenario is greater, the NPV result is deemed positive, and the servicer must modify the loan (absent fraud, etc.) However, an "NPV positive" result is not necessary to qualify a loan for a Home Affordable Modification and the associated lender/investor, servicer, and borrower payments.
Standard NPV Model:	To provide a consistent and industry-wide approach to the required NPV Tests, Treasury will set forth a Standard NPV Model with parameters specified below. Complete details on each component outlined below are forthcoming.
Discount Rate:	The program allows the servicer to choose the Discount Rate to use in the NPV Model, subject to a program-determined ceiling that will be sensitive to the market-determined cost of funds. The ceiling on the allowable Discount Rate for the NPV Test is the Freddie Mac Primary Mortgage Market Survey rate (PMMS), plus a spread of 2.5 percentage points. The PMMS is the conventional mortgage rate published in the Federal Reserve's H.15 bulletin. The servicer may choose a different Discount Rate for loans in portfolio versus loans in investor pools, but may not otherwise apply different rates to different loans in the servicing book. For example, it may choose to use a Discount Rate equal to the PMMS + 2.0 percent for its investor pools and a Discount Rate equal to the PMMS for its loans in portfolio.
Cure Rate and Redefault Rate:	The Cure Rates and Redefault Rates will be obtained from a default equation with parameters based on GSE analytics and program portfolio data except where servicers use custom parameters (see below). Treasury, in consultation with an inter-agency team of government officials, will update these tables periodically based on incoming data.
Property Value:	Property value will be determined in accordance with the Guidelines.

Incentive Payments:	Incentive payments, including the Payment Reduction Cost Share, annual borrower performance bonus payments toward principal, and Current Borrower One-Time Bonus Incentive, will be determined in accordance with the Guidelines.
Other Parameters:	The remaining parameters will come from data sets held or produced by the Federal Housing Finance Agency: home price forecast, valuation of the house price depreciation reserve, foreclosure timelines, and foreclosure costs and REO stigma
NPV Test Customization:	Servicers having at least a \$40 billion servicing book will have an option to substitute a set of Cure Rates and Redefault Rates estimated based on the experience of their own aggregate portfolios. A servicer using this option should take into account, as feasible, current LTV, current DTI, current credit score, delinquency status, and other relevant variables the servicer identifies. The Cure and Redefault Rates must be empirically validated where possible. Servicer judgment regarding the effect of DTI is expected, given the limited data available and the likelihood that the new program will materially affect Cure and Redefault Rates. However, all assumptions must be tested as program data become available and revised as appropriate. A servicer who chooses to use customized Cure and Redefault Rates must apply the same assumptions for Cure and Redefault Rate to the entire servicing portfolio, without distinguishing between loans in portfolio and investor pools. Models and assumptions will be subject to review by federal bank supervisory agencies where applicable, and in all cases by Freddie Mac as program compliance agent. A servicer not meeting the size threshold may apply for permission to apply Cure Rates and Redefault Rates estimated based on the servicer's portfolio experience.
Mortgage Insurance:	For loans that have mortgage insurance (MI) coverage, the NPV Test will incorporate the value of the contingent claim payment in the event of default when evaluating projected foreclosure or modification scenarios. If the modification does not pass the NPV Test, then it will be referred to the appropriate MI company. The major MI companies have agreed to develop a mechanism by which they will pay partial claims where they deem appropriate to avoid foreclosure.

U.S. DEPARTMENT OF THE TREASURY

Washington

March 4, 2009

Making Home Affordable
Updated Detailed Program Description

The deep contraction in the economy and in the housing market has created devastating consequences for homeowners and communities throughout the country. Millions of responsible families who make their monthly payments and fulfill their obligations have seen their property values fall, and are now unable to refinance to lower mortgage rates. Meanwhile, millions of workers have lost their jobs or had their hours cut, and are now struggling to stay current on their mortgage payments. As a result, as many as 6 million families are expected to face foreclosure in the next several years, with millions more struggling to stay current on their payments.

The present crisis is real, but temporary. As home prices fall, demand for housing will increase, and conditions will ultimately find a new balance. Yet in the absence of decisive action, we risk an intensifying spiral in which lenders foreclose, pushing area home prices still lower, reducing the value of household savings, and making it harder for all families to refinance. In some studies, foreclosure on a home has been found to reduce the prices of nearby homes by as much as 9%.

The Obama Administration's Making Home Affordable program *will offer assistance to as many as 7 to 9 million homeowners* making a good-faith effort to make their mortgage payments, while attempting to prevent the destructive impact of the housing crisis on families and communities. It will not provide money to speculators, and it will target support to the working homeowners who have made every possible effort to stay current on their mortgage payments. Just as the American Recovery and Reinvestment Act works to save or create several million new jobs and the Financial Stability Plan works to get credit flowing, the Making Home Affordable program will support a recovery in the housing market and ensure that these workers can continue paying off their mortgages.

By supporting low mortgage rates by strengthening confidence in Fannie Mae and Freddie Mac, providing up to 4 to 5 million homeowners with new access to refinancing and creating a comprehensive stability initiative to offer reduced monthly payments for up to 3 to 4 million at-risk homeowners, this plan – which draws off the best ideas developed within the Administration, as well as from Congressional housing leaders and Federal Deposit Insurance Corporation Chair Sheila Bair – brings together the government, lenders, loan servicers, investors and borrowers to share responsibility towards ensuring working Americans can afford to stay in their homes.

Making Home Affordable

1. **Home Affordable Refinance Program for Responsible Homeowners Suffering From Falling Home Prices**
2. **A Comprehensive \$75 Billion Home Affordable Modification Program**
 - A Loan Modification Plan To Reach up to 3 to 4 Million Homeowners
 - Shared Effort with Lenders to Reduce Mortgage Payments
 - Incentives to Servicers and Borrowers
 - Clear and Consistent Guidelines for Loan Modifications
 - Required Participation By Financial Stability Plan Participants
 - Modifications of Home Mortgages During Bankruptcy
 - Strengthen Hope for Homeowners and Other FHA Loan Programs
 - Support Local Communities and Help Displaced Renters
3. **Support Low Mortgage Rates by Strengthening Confidence in Fannie Mae and Freddie Mac**

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1. **A Home Affordable Refinance Program to Provide Access to Low-Cost Refinancing for Responsible Homeowners Suffering From Falling Home Prices:**

- ***Provide the Opportunity for Up to 4 to 5 Million Responsible Homeowners to Refinance:*** Mortgage rates are currently at historically low levels, providing homeowners with the opportunity to reduce their monthly payments by refinancing. But under current rules, most families who owe more than 80% of the value of their homes have a difficult time securing refinancing. (For example, if a borrower's home was worth \$200,000, he or she would have limited refinancing options if he or she owed more than \$160,000.) Yet millions of responsible homeowners who put money down and made their mortgage payments on time have – through no fault of their own – seen the value of their homes drop low enough to make them unable to take advantage of these lower rates. As a result, the Obama Administration's program will provide the opportunity for up to 4 to 5 million responsible homeowners who took out loans owned or guaranteed by Freddie Mac and Fannie Mae (the GSEs) to refinance through the two institutions over time.
- ***Reducing Monthly Payments:*** For many families, a low-cost refinancing could reduce mortgage payments by thousands of dollars per year. For example, consider a family that took a 30-year fixed rate mortgage of \$207,000 with an interest rate of 6.50% on a house worth \$260,000 at the time. Today, that family has \$200,000 remaining on their mortgage, but the value of that home has fallen 15% to \$221,000 – making them ineligible for today's low interest rates that generally require the borrower to have 20% home equity. Under this refinancing plan, that family could refinance to a rate near 5.16% – reducing their annual payments by over \$2,300.

2. **A \$75 Billion Home Affordable Modification Program to Prevent Foreclosures and Help Responsible Families Stay in Their Homes:** The Treasury Department, working with the GSEs, FHA, the FDIC and other federal agencies, will undertake a comprehensive multi-part strategy to prevent millions of foreclosures and help families stay in their homes. This strategy includes the following five features:

- ***A Home Affordable Modification Program to Reach Up to 3 to 4 Million At-Risk Homeowners***
- ***Clear and Consistent Guidelines for Loan Modifications***
- ***Requiring That Financial Stability Plan Recipients Use Treasury Guidelines for Loan Modifications***
- ***Allowing Judicial Modifications of Home Mortgages During Bankruptcy When A Borrower Has No Other Options***
- ***Requiring Strong Oversight, Reporting and Quarterly Meetings with Treasury, the FDIC, the Federal Reserve and HUD to Monitor Performance***
- ***Strengthening FHA Programs and Providing Support for Local Communities***

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- A. **A Home Affordable Modification to Reach Up to 3 to 4 Million At-Risk Homeowners:**
This program is intended to reach millions of responsible homeowners who are struggling to afford their mortgage payments because of the current recession, yet cannot sell their homes because prices have fallen so significantly. In the current economy, in which 3.6 million jobs have been lost over the past 14 months, millions of hard-working families have seen their mortgage payments rise to 40 or even 50% of their monthly income – particularly if they received subprime and exotic loans with exploding terms and hidden fees. The Home Affordable Modification program operates through a shared partnership to help those who commit to make reasonable monthly mortgage payments to stay in their homes, providing families with security and neighborhoods with stability. This plan will also help to stabilize home prices for homeowners in neighborhoods hardest hit by foreclosures. Based on estimates concerning the relationship between foreclosures and home prices, with the average house in the U.S. valued around \$200,000, **the average homeowner could see his or her home value stabilized against declines in price by as much as \$6,000** relative to what it would otherwise be absent the Home Affordable Modification program.

Who the Program Reaches:

- ***Focusing on Homeowners At Risk:*** Homeowners at risk, such as those suffering serious hardships, decreases in income, increases in expenses, payment “shock,” high combined mortgage debt compared to income, who are “underwater” (with a combined mortgage balance higher than the current market value of the house), or who show other indications of being at risk of default may be eligible for a loan modification. Eligibility for the program will sunset at the end of three years.
- ***Reaching Homeowners Before They Have Missed Payments:*** Delinquency will not be a requirement for eligibility. Rather, because loan modifications are more likely to succeed if they are made before a borrower misses a payment, modifications for households at risk of imminent default despite being current on their mortgage payments are eligible to participate, in addition to those who have fallen behind.
- ***Common Sense Restrictions:*** Only owner-occupied homes qualify; no home mortgages larger than the FHFA conforming limit of \$729,750 will be eligible. This program will focus solely on supporting responsible homeowners willing to make payments to stay in their home – it will not aid speculators or house flippers.
- ***Special Provisions for Families with High Total Debt Levels:*** Borrowers with high total debt qualify, but only if they agree to enter HUD-certified consumer debt counseling. Specifically, homeowners with total “back end” debt (which includes not only housing debt, but other debt including car loans and credit card debt) equal to 55% or more of their income will be required to agree to enter a HUD-certified counseling program as a condition for a modification.

How the Program Works

- The Home Affordable Modification program has a simple goal: reduce the amount homeowners owe per month to sustainable levels to stabilize communities. This

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program will bring together lenders, investors, servicers, borrowers, and the government, so that **all stakeholders share in the cost** of ensuring that responsible homeowners can afford their monthly mortgage payments – helping to reach up to 3 to 4 million at-risk borrowers in all segments of the mortgage market, reducing foreclosures, and helping to avoid further downward pressures on overall home prices. The program has several key components:

- i. **Shared Effort to Reduce Monthly Payments:** Treasury will partner with financial institutions and investors to reduce homeowners' monthly mortgage payments.
 - The lender will have to first reduce monthly payments on mortgages to a specified affordability level (specifically, the lender must bring down monthly payments so that the borrower's monthly mortgage payment is no greater than 38% of his or her income).
 - Next, the program will match further reductions in monthly payments dollar-for-dollar, from 38% down to 31% debt-to-income ratio for the borrower.
 - To ensure long-term affordability, the modified payments will be kept in place for five years and the loan rate will be capped for the life of the loan. After five years, the interest rate can be gradually stepped-up by 1% per year to the conforming loan survey rate in place at the time of the modification.
 - To reach the target affordability level of 31%, interest payments will first be reduced down to as low as 2%. If at that rate the debt to income level is still over 31%, lenders then extend the term or amortization period up to 40 years, and finally forbear principal at no interest, until the payment is reduced to the 31% target.
 - Treasury will share the costs of reducing the payment from 38% DTI to 31% DTI dollar for dollar.
 - *Note: Lenders can also bring down monthly payments to these affordability targets through reducing the amount of mortgage principal. The program will provide a partial share of the costs of this principal reduction, up to the amount the lender would have received for an interest rate reduction as long as the lender reaches the target rate of affordability at 31% debt-to-income.*
- ii. **"Pay for Success" Incentives to Servicers:**
 - Servicers will receive an up-front fee of \$1,000 for each eligible modification meeting guidelines established under this initiative. Servicers will also receive "pay for success" fees –as long as the borrower is successful at staying in the program – of \$1,000 each year for three years, subject to a *de minimis* threshold.

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- Servicers will get similar incentives if they modify FHA, VA, or Agriculture Department loans, or refinance loans according to the Hope for Homeowners or similar FHA programs.

iii. **Responsible Modification Incentives:**

- Because loan modifications are more likely to succeed if they are made before a borrower misses a payment, the plan will include an incentive payment of \$1,500 to mortgage holders and \$500 for servicers for modifications made while a borrower at risk of imminent default is still current on their payments.
- The servicer portion of this incentive will also be available for modifications of FHA, VA, or Agriculture Department loans, or refinance loans under the Hope for Homeowners or similar FHA programs.

iv. **Incentives to Help Borrowers Stay Current:** To provide an extra incentive for borrowers to keep paying on time under the modified loan, the initiative will provide a monthly pay for performance success payment that goes straight towards reducing the principal balance on the mortgage loan.

- As long as the borrower stays current on his or her payments, he or she can get up to \$1,000 each year for five years, subject to a *de minimis* threshold.
- As with the servicer incentives, these borrower incentives are also available for modifications of FHA, VA, or Agriculture Department loans, or refinance loans under the Hope for Homeowners or similar FHA programs.

v. **Home Price Decline Payments:** To encourage the modification of more mortgages and enable more families to keep their homes, the Administration -- together with the FDIC -- has developed an innovative payment that provides compensation that can partially offset losses from failed modification when home prices decline, but is structured as a simple cash payment on every eligible loan. The Treasury Department will make payments totaling up to \$10 billion to discourage lenders, servicers and investors from opting to foreclose on mortgages that could be viable now out of fear that home prices will fall even further later on. This initiative provides servicers with the security to undertake more mortgage modifications by assuring that if home price declines continue to occur or worsen, investor losses are partially offset. Holders of mortgages modified under the program would be provided with an additional payment on each modified loan, linked to declines in the home price index.

vi. **Second Liens:** While eligible loan modifications will not require any participation by second lien holders, the program will include additional incentives to extinguish second liens on loans modified under the program, in order to reduce the overall indebtedness of the borrower and improve loan performance. Servicers will be eligible to receive compensation when they

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contact second lien holders and extinguish valid junior liens (according to a schedule to be specified by the Treasury Department, depending in part on combined loan to value). Servicers will be reimbursed for the release according to the specified schedule, and will also receive an extra \$250 for obtaining a release of a valid second lien.

How It Will Be Effective

- ***Protecting Taxpayers and Communities:*** To protect taxpayers, the Home Affordable Modification program will focus on sound modifications. No payments will be made unless the modification lasts for at least three months, and all the payments are designed around the principal of “pay for success.” Borrowers, servicers and lenders/investors all have aligned incentives under the program to get successful modifications at an affordable and sustainable level.
- ***Counseling and Outreach to Maximize Participation:*** Under the plan, the Department of Housing and Urban Development will also make available funding for non-profit counseling agencies to improve outreach and communications, especially to disadvantaged communities and those hardest-hit by foreclosures and vacancies. Borrowers with high debt-to-income levels must agree to use counseling services.
- ***Creating Proper Oversight and Tracking Data to Ensure Program Success:*** Fannie Mae and Freddie Mac will be responsible – subject to Treasury’s oversight and the Federal Housing Finance Agency’s conservatorship – for monitoring compliance by servicers with the program. Every servicer participating in the program will be required to report standardized loan-level data on modifications, borrower and property characteristics, and outcomes. The data will be pooled so the government and private sector can measure success and make changes where needed. Treasury will meet quarterly with the FDIC, the Federal Reserve, the Department of Housing and Urban Development and the Federal Housing Finance Agency to ensure that the program is on track to meeting its goals.
- ***Limiting the Impact of Foreclosure When Modification Doesn’t Work:*** Servicers will receive incentives to take alternatives to foreclosures, like short sales or taking of deeds in lieu of foreclosure. For those borrowers unable to maintain homeownership, even under the affordable terms offered, the plan will provide incentives to encourage families and servicers to avoid the costly foreclosure process and minimize the damage that foreclosure imposes on financial institutions, borrowers and communities alike. Servicers will be eligible for a payment of \$500 and can make reimbursable payments up to \$1000 to extinguish other liens, and borrowers are eligible for a payment of \$1500 in relocation expenses in order to effectuate short sales and deeds-in-lieu of foreclosure. Such methods reduce vacancy, neighborhood decline, and overall costs for financial institutions, borrowers, and affected communities alike.
- Treasury will also work with the GSEs to provide data on foreclosed properties to streamline the process of selling or redeveloping them, thereby ensuring that they do not remain vacant and unsold.

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- B. **Clear and Consistent Guidelines for Loan Modifications:** A lack of common standards has limited loan modifications, even when they are likely to both reduce the chance of foreclosure and raise the value of the securities owned by investors. Mortgage servicers – who should have an interest in instituting common-sense loan modifications – often refrain from doing so because they fear lawsuits. Clear and consistent guidelines for modifications are a key component of foreclosure prevention.
- **Clear and Consistent Guidelines for Loan Modifications:** Working with the FDIC, other federal banking and credit union regulators, the FHA and the Federal Housing Finance Agency, the Administration today announced guidelines for sustainable mortgage modifications that may be used by all federal agencies and the private sector – bringing order and consistency to foreclosure mitigation. The guidelines include detailed protocols for loss mitigation and will serve as standard industry practice.
 - **Applied Across Government and the Private Sector:** Treasury today issued Guidelines for loan modifications that should serve as standard industry practice across the mortgage industry by working closely with the FDIC and other banking agencies and building on the FDIC’s pioneering role in developing a systematic loan modification process last year. The Guidelines – to be posted online – will be used for the Administration’s new foreclosure prevention plan. Moreover, all financial institutions receiving Financial Stability Plan financial assistance going forward will be required to implement loan modification plans consistent with Treasury Guidelines. Fannie Mae and Freddie Mac will use these guidelines for loans that they own or guarantee, and the Administration will work with regulators and other federal and state agencies to implement these guidelines across the entire mortgage market. Ginnie Mae, the Federal Housing Administration, Treasury, the Federal Reserve, the FDIC, The Department of Veterans’ Affairs and the Department of Agriculture also have agreed to seek to apply these guidelines when permissible and appropriate to all loans owned or guaranteed by these agencies. In addition, it is expected that the Office of the Comptroller of the Currency, the Office of Thrift Supervision, the Federal Reserve, the Federal Deposit Insurance Corporation and the National Credit Union Administration where possible and appropriate will encourage the institutions that they supervise to participate in the loan modification program and use the Treasury Guidelines.
 - **Mortgage Insurer Participation.** The major mortgage insurance firms have agreed to develop a mechanism by which they will make partial claims on modified loans where appropriate in order help prevent avoidable foreclosures.
- C. **Requiring All Financial Stability Plan Recipients to Use Guidelines for Loan Modifications:** The Treasury Department will require all Financial Stability Plan recipients going forward to participate in foreclosure mitigation plans consistent with Treasury’s loan modification guidelines.
- D. **Allowing Judicial Modifications of Home Mortgages During Bankruptcy for Borrowers Who Have Run Out of Options:** The Obama administration will seek

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Carefully crafted changes to bankruptcy provisions which will help to facilitate the goals of the Making Home Affordable program

- ***How Judicial Modification Works:*** Appropriately tailored bankruptcy legislation provides a mechanism for homeowners who are out of other options to file for bankruptcy and implement a responsible plan to pay the debts that they are able to pay. After borrowers have tried unsuccessfully to obtain affordable loan modifications from their lenders or servicers, in the appropriate circumstances, a bankruptcy judge should be able to reduce the outstanding principal balance of a primary residence home mortgage loan to current fair market value—just as is done with vacation homes or investment properties--when a person has no other options.
- ***Bolster FHA and VA Authority to Protect Issuers and Ensure Loan Modifications Occur:*** Legislation will provide the FHA and VA with the authority they need to provide partial claims in the event of bankruptcy or voluntary modification so that issuers guaranteed by the FHA and VA are not disadvantaged.

E. **Strengthening FHA Programs and Providing Support for Local Communities**

- ***Ease Restrictions in FHA Programs and Improve Hope for Homeowners***
An improved Hope for Homeowners program can offer an important avenue for struggling borrowers to obtain a sustainable mortgage. In order to ensure that many more borrowers are able to participate in Hope for Homeowners, we will work to improve the program and actively pursue legislation so that the FHA may reduce fees paid by borrowers, increase flexibility for lenders to refinance troubled loans, permit borrowers with higher debt loads to qualify, and address additional challenges that could limit uptake under the program. We will also ensure servicers consider borrowers for refinancing into the improved Hope for Homeowners program whenever feasible, and make similar incentives available to servicers for Hope for Homeowners refinance loans in order to encourage servicers to use this program.
- ***Strengthening Communities Hardest Hit by the Financial and Housing Crises:*** As part of the recovery plan signed by the President, the Department of Housing and Urban Development will award \$2 billion in competitive Neighborhood Stabilization Program grants for innovative programs that reduce foreclosure. Additionally, the recovery plan includes an additional \$1.5 billion to provide renter assistance, reducing homelessness and avoiding entry into shelters

3. **Support Low Mortgage Rates By Strengthening Confidence in Fannie Mae and Freddie Mac:**

- ***Ensuring Strength and Security of the Mortgage Market:*** Using funds already authorized in 2008 by Congress for this purpose, the Treasury Department increased its funding commitment to Fannie Mae and Freddie Mac to ensure the strength and security of the mortgage market and to help maintain mortgage affordability.
 - ***Provide Forward-Looking Confidence:*** The increased funding will enable Fannie Mae and Freddie Mac to carry out ambitious efforts to ensure

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mortgage affordability for responsible homeowners, and provide forward-looking confidence in the mortgage market.

- Treasury is increasing its Preferred Stock Purchase Agreements to \$200 billion each from their original level of \$100 billion each.
- ***Promoting Stability and Liquidity:*** In addition, the Treasury Department will continue to purchase Fannie Mae and Freddie Mac mortgage-backed securities to promote stability and liquidity in the marketplace.
- ***Increasing the Size of Mortgage Portfolios:*** To ensure that Fannie Mae and Freddie Mac can continue to provide assistance in addressing problems in the housing market, Treasury will also be increasing the size of the GSEs' retained mortgage portfolios allowed under the agreements – by \$50 billion to \$900 billion – along with corresponding increases in the allowable debt outstanding.
- ***Support State Housing Finance Agencies:*** The Administration will work with Fannie Mae and Freddie Mac to support state housing finance agencies in serving homebuyers.
- ***No EESA or Financial Stability Plan Money:*** The \$200 billion increase in Treasury's GSE stock purchase funding commitments are being made under the Housing and Economic Recovery Act and **do not use any money from the Financial Stability Plan or Emergency Economic Stabilization Act/TARP.**



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Single-Family News: April/May 2009



Home Affordable Modification Program: New Resources and Updates

Highlights

The Treasury's new Web site, HMPadmin.com, detailed program updates in the reissued Guide Announcement 09-05R, and servicer training are now available to support servicers in implementing the Home Affordable Modification Program.

▫ [Home
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HMPadmin.com

The Treasury Department's administrative Web site, HMPadmin.com, launched on April 17, 2009 and provides mortgage servicers of both GSE and non-GSE loans with the information and tools needed to participate in the Home Affordable Modification Program (HMP).

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- For all servicers
 - Ability to register – To access password-protected areas of the site, enabling servicers to use the base NPV model and to submit trial and final loan modification data to receive incentive payments.
- For servicers of non-GSE loans
 - Servicer Participation Agreement – Program agreement to become a participating servicer.
 - Supplemental Directive – Eligibility and implementation guidelines for the HMP.
 - Documents – Borrower letters, forms, and legal documents needed to complete a modification under the program.
- For all approved servicers
 - Base NPV model information and tools – A net present value (NPV) test is required for all loans being considered for a Home Affordable Modification. Servicers must use the base NPV model or, if applicable, the servicer's customized NPV model, to perform the test.
 - Loan data reporting tools – For submitting trial and final modification data to Fannie Mae as program administrator for incentive payments.
 - Support – Assistance via both e-mail and phone.

Main news [Single-Family](#)

Specific tools and information for modifying Fannie Mae loans, including policies, reporting and mortgage insurance details, and borrower solicitation materials with the Fannie Mae logo, are available on the Home Affordable Modification page.

[HMPadmin.com](#)
[Home Affordable Modification](#)

Servicing Guide Announcement 09-05R

On April 21, 2009, Fannie Mae issued Announcement 09-05R to provide

Ex 2.

additional policy clarification and instructions regarding the Home Affordable Modification Program. This Announcement is a reissuance of Announcement 09-05, dated March 4, 2009, and supersedes that Announcement in its entirety.

Announcement 09-05R contains policy clarifications and new instructions, which are shown in bold type in the Announcement text. Highlights include:

- Providing more detailed guidance on evaluating borrowers using the imminent default screen by implementing a debt coverage ratio test as well as a cash reserves test.
- Redetermining the eligibility of a borrower for the HMP if his or her verified income varies from the initial income information used by the servicer to offer an HMP to the borrower.
- Affirming that servicers should continue full file credit reporting on borrowers in an HMP. However, if a loan is current when the borrower enters the trial period, the servicer should report the borrower current but on a modified payment if the borrower makes timely payments by the 30th day of each trial month, as well as report the modification when completed.
- Adding a new Compliance section.
- Revising the Home Affordable Modification Program Hardship Affidavit (Form 1021) to include a section requesting government monitoring information.

Announcement 09-05R: Reissuance of the Introduction of the Home Affordable Modification Program, HomeSaver Forbearance, and New Workout Hierarchy (.pdf)

HMP Customer Training

Registration is now available for two new instructor-led Web seminars for Fannie Mae servicers in support of the Home Affordable Modification Program (HMP). Sessions are scheduled through the middle of May:

- **Home Affordable Modification Program Overview** – This presentation provides a high-level overview of the program for Fannie Mae servicers. Participants will learn what it is, how it can help borrowers, the steps to completing a modification, reporting requirements, incentives and fees, and where to find additional resources.
- **HMP Registration and Participation Requirements for Fannie Mae Servicers** – To participate in the HMP, servicers must complete the registration process (including a Servicer Participation Agreement to modify non-GSE loans using the HMP), and submit data for cases using supplied technology tools. This presentation provides an overview of the process and systems used, including essential resources available on HMPadmin.com, the administrative Web site for all servicers participating in the program.

Servicing & Investor Reporting Web Seminars



Announcement 09-05R

April 21, 2009
(*Reposted May 15, 2009)

Amends these Guides: Servicing

Reissuance of the Introduction of the Home Affordable Modification Program, HomeSaver Forbearance™, and New Workout Hierarchy

Introduction

This Announcement (09-05R) is a reissuance of Announcement 09-05, which was originally issued on March 4, 2009. This Announcement provides additional policy clarification and instruction and supersedes Announcement 09-05 in its entirety. Policy clarifications and new instructions that are incorporated into this Announcement are identified by bold type. (Other minor editorial changes are included in this document but not identified in bold.)

****Reposted with "HAMP" in lieu of "HMP."***

Background

On February 18, 2009, President Obama announced the Homeowner Affordability and Stability Plan to help up to 7 to 9 million families restructure or refinance their mortgage loans to avoid foreclosure. As part of this plan, the Treasury Department (Treasury) announced a national modification program aimed at helping 3 to 4 million at-risk homeowners – both those who are in default and those who are at imminent risk of default – by reducing monthly payments to sustainable levels. Treasury issued uniform guidance for loan modifications across the mortgage industry in Supplemental Directive 09-01 on April 6, 2009. This Announcement provides guidance to Fannie Mae servicers for adoption and implementation of the Home Affordable Modification Program (HAMP) for Fannie Mae loans.

Under the HAMP, servicers will use a uniform loan modification process to provide eligible borrowers with sustainable monthly payments. The HAMP implementation guidelines set forth in this Announcement apply to all eligible one- to four-unit owner-occupied properties securing Fannie Mae portfolio mortgage loans and MBS pool mortgage loans guaranteed by Fannie Mae. The HAMP will replace the Streamlined Modification Program introduced in Announcement 08-33 and the Early Workout™ program announced in Announcement 08-31. The HAMP will expire on December 31, 2012.

All Fannie Mae-approved servicers must participate in the program for all eligible Fannie Mae portfolio mortgage loans and MBS pool mortgage loans guaranteed by Fannie Mae.

Servicers may also elect to participate in the HAMP for other qualifying mortgage loans that:

- are not subject to Fannie Mae's credit loss guarantee, and
- are held by servicers in their own portfolios or are serviced for other portfolios or securitization trusts or investors.

These other qualifying mortgage loans are referred to as Non-GSE Mortgages in this Announcement.

As announced in Supplemental Directive 09-01, in order for a servicer to participate in the HAMP with respect to Non-GSE Mortgages, the servicer must execute a servicer participation agreement and related documents with Fannie Mae in its capacity as financial agent for the United States (as designated by Treasury).

This Announcement also introduces a new HomeSaver Forbearance™ foreclosure prevention option and a new Fannie Mae loan workout hierarchy. The HomeSaver Forbearance provides an additional foreclosure prevention option for borrowers who are NOT eligible for the HAMP.

This Announcement covers the following topics:

- HAMP Eligibility
- Underwriting
- Modification Process
- Servicer Delegation, Duties and Responsibilities
- Reporting Requirements
- Fees and Compensation
- FHA HOPE for Homeowners
- **Compliance**
- HomeSaver Forbearance
- New Workout Hierarchy
- Retirement of the Streamlined Modification Program (SMP) and the Early Workout Program

HAMP Eligibility

Servicing Guide, Part VII, Section 502.02: Modifying Conventional Mortgages

A mortgage loan is eligible for the HAMP if it is a Fannie Mae portfolio mortgage loan or MBS pool mortgage loan guaranteed by Fannie Mae and all of the following criteria are met:

- The mortgage loan is a first lien conventional mortgage loan originated on or before January 1, 2009. Jumbo-conforming mortgage loans are eligible.
- The mortgage loan has not been previously modified under the HAMP.
- The mortgage loan is delinquent or default is reasonably foreseeable; mortgage loans currently in foreclosure are eligible.

- The mortgage loan is secured by a one- to four-unit property, one unit of which is the borrower's principal residence. Cooperative share mortgages and mortgage loans secured by condominium units are eligible for the HAMP. Loans secured by manufactured housing units are eligible for the HAMP.
- The property securing the mortgage loan must not be vacant or condemned.
- The borrower documents a financial hardship and represents that (s)he does not have sufficient liquid assets to make the monthly mortgage payments by completing a *Home Affordable Modification Program Hardship Affidavit* (Form 1021) and provides the required income documentation. The documentation supporting income may not be more than 90 days old (as of the date the servicer is determining HAMP eligibility).
- **The borrower currently has a monthly mortgage payment ratio greater than 31 percent.**
- A borrower in active litigation regarding the mortgage loan is eligible for the HAMP.
- The servicer may not require a borrower to waive legal rights as a condition of the HAMP.
- A borrower actively involved in a bankruptcy proceeding is eligible for the HAMP at the servicer's discretion. Borrowers who have received a Chapter 7 bankruptcy discharge in a case involving the first lien mortgage who did not reaffirm the mortgage debt under applicable law are eligible, provided the *Home Affordable Modification Trial Period Plan* (Form 3156) and *Home Affordable Modification Agreement* (Form 3157) are revised as outlined in the "Acceptable Revisions to HAMP Documents" section of this Announcement.
- The borrower agrees to set up an escrow account for taxes, hazard, and flood insurance prior to the beginning of the trial period if one does not currently exist.
- Mortgage loans subject to full lender recourse, including MBS pool mortgage loans and portfolio mortgage loans are ineligible for the Fannie Mae HAMP. However, servicers should consider these mortgage loans for the non-GSE HAMP.
- Borrowers may be accepted into the program if the Home Affordable Modification Trial Period Plan is in the servicer's possession on or before December 31, 2012.

Note: Mortgage loans insured, guaranteed or held by a federal government agency (e.g., FHA, HUD, VA and Rural Development) may be eligible for the HAMP in the future and will be subject to guidance issued by the applicable agency.

The HAMP documents are available on eFannieMae.com. Documents include the following:

- **SIGTARP Fraud Notice;**
- **Solicitation Letter;**
- **Home Affordable Modification Program Trial Period Plan Cover Letters (Income Stated and Income Verified);**
- **Home Affordable Modification Trial Period Plan (Form 3156, hereinafter referred to as the "Trial Period Plan");**
- **Home Affordable Modification Program Hardship Affidavit (Form 1021, hereinafter referred to as the "Hardship Affidavit");**
- **Home Affordable Modification Documentation Request Letter;**
- **IRS Form 4506-T (Request for Transcript of Tax Return);**
- **Home Affordable Modification Agreement Cover Letter;**

- **Home Affordable Modification Agreement (Form 3157, hereinafter referred to as the “Agreement”); and**
- **Home Affordable Modification Program Counseling Letter.**

Underwriting

Determining Hardship

Every borrower and co-borrower (if applicable) seeking a modification, whether in default or not, must sign a Hardship Affidavit that attests to and describes one or more of the following types of hardship:

1. A reduction in or loss of income that was supporting the mortgage loan, e.g., unemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings.
2. A change in household financial circumstances, e.g., death in family, serious or chronic illness, permanent or short-term disability, or increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members).
3. A recent or upcoming increase in the monthly mortgage payment.
4. An increase in other expenses, e.g., high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, or increased real property taxes.
5. A lack of sufficient cash reserves to maintain payment on the mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts and assets that serve as an emergency fund – generally equal to three times the borrower’s monthly debt payments).
6. Excessive monthly debt payments and overextension with creditors, e.g., the borrower was required to use credit cards, a home equity loan, or other credit to make the mortgage payment.

A borrower may provide evidence of hardship for reasons other than those explicitly listed above. A servicer who believes that Fannie Mae should consider a borrower for the HAMP for reasons not listed above must request prior written approval from Fannie Mae on a case-by-case basis. To request Fannie Mae approval, servicers must contact Fannie Mae at 1-888-FANNIE5 (1-888-326-6435) or by email to servicing_solutions@fanniemae.com.

Note: The borrower is not required to have the Hardship Affidavit notarized.

Government Monitoring Data

The Department of Housing and Urban Development (HUD) has directed Fannie Mae, pursuant to HUD’s authority under Section 1325(2) of the Federal Housing Enterprises Financial Safety and Soundness Act (FHEFSSA), 24 C.F.R. 81.44(a) and (b), 12 C.F.R. 202.5(a)(2), and its general regulatory authority under the Fair Housing Act, 42 U.S.C. 3601 et seq. (the Act) to require servicers to request and report data on the race, ethnicity, and sex of borrowers involved in potential loan modifications under HAMP (“Government

Monitoring Data”) in order to monitor compliance with the Act and other applicable fair lending and consumer protection laws. As a result of such direction from HUD, this section of the Announcement is incorporated by reference into the *Mortgage Selling and Servicing Contract* between Fannie Mae and its servicers and constitutes an agreement entered into between Fannie Mae, on behalf of HUD, and Fannie Mae’s approved servicers. As such, this is an agreement entered into by Fannie Mae’s approved servicers with an enforcement agency (i.e., HUD) to permit the enforcement agency to monitor or enforce compliance with federal law, within the meaning of 12 C.F.R. 202.5(a)(2).

HUD has specified that the Government Monitoring Data shall be collected in the Hardship Affidavit. Servicers must request, but not require, that each borrower who completes a Hardship Affidavit in connection with the HAMP furnish the Government Monitoring Data. If any borrower chooses not to provide the Government Monitoring Data, or any part of it, the servicer must note that fact on the Hardship Affidavit in the space provided. In such circumstances, and if the Hardship Affidavit is completed in a face-to-face setting, the servicer, its representative or agent shall then also note on the form, to the extent possible on the basis of visual observation or surname, the race, ethnicity and sex of any borrower or co-borrower who has not furnished the Government Monitoring Data. If any borrower declines or fails to provide the Government Monitoring Data on a Hardship Affidavit taken by mail or telephone or on the Internet, the data need not be provided. In such a case, the servicer must indicate that the Hardship Affidavit was received by mail, telephone, or Internet, if it is not otherwise evident on the face of the Hardship Affidavit.

Reasonably Foreseeable (Imminent) Default

A borrower who is current, contacts the servicer for a modification, appears potentially eligible for a modification, and has suffered an eligible hardship (as described above) must be evaluated using the imminent default screen set forth below. This screen must also be used to evaluate such borrowers who are in default but less than 30 days delinquent.

Evaluating the Borrower’s Financial Condition and Property Condition to Determine if Default is Imminent

For borrowers who must be evaluated using the imminent default screen, the servicer must evaluate the borrower’s financial condition in light of the borrower’s hardship, as well as the condition of and circumstances affecting the property securing the mortgage loan. The servicer must make a determination of whether the borrower satisfies the following imminent default screen:

- The borrower’s debt coverage ratio is less than 1.20. The debt coverage ratio is the borrower’s monthly disposable net income divided by the borrower’s current monthly principal and interest payment on the first lien mortgage loan (excluding tax and insurance payments). Monthly disposable net income is the borrower’s monthly gross income less (1) monthly payroll deductions, (2) monthly escrow allocations of property taxes, property insurance and mortgage insurance premiums, (3) monthly homeowner’s or condominium association fees, (4) monthly allocations of all other monthly credit

obligations, (5) all other reasonable living expenses allocated monthly, and (6) any other monthly net negative amounts paid or incurred by borrower (such as negative rental income, mortgage loan payments on investment properties); and

- The borrower's cash reserves are less than three times the current monthly mortgage payment, including tax and insurance payments (using estimated payments if the mortgage loan is not currently escrowed). Cash reserves are liquid assets the borrower has available for withdrawal from any financial institution or brokerage firm, including checking and savings accounts, certificates of deposit (even if held for an extended time), mutual funds, money market funds, stocks or bonds.

Servicers must obtain a completed *Borrower's Financial Statement* (Fannie Mae Form 1020 or 1020S) from the borrower(s) to evaluate the borrower's financial condition in determining whether the borrower satisfies the imminent default screen, and must also obtain a current credit report for the borrower(s) to validate and supplement the borrower's information. As an alternative, the servicer may customize a financial form using its own letterhead so long as it collects the same information, or it may use Freddie Mac Form 1126, *Borrower Financial Information*. The servicer should request such other documents from borrower(s) as deemed necessary to evaluate the borrower's financial condition.

Documenting the Basis for Satisfying the Imminent Default Screen

A servicer must document in its servicing system the basis for its determination that the borrower satisfies the imminent default screen. The servicer's determination must include identification of the borrower's hardship, which will generally be identified in the Hardship Affidavit, and the anticipated or actual timing of the default. The servicer's documentation must also include the information regarding the borrower's financial condition utilized in determining that the borrower satisfies the imminent default screen as required above, as well as the condition and circumstances of the property securing the mortgage loan. The servicer must report the reason(s) for the anticipated or actual delinquency along with the delinquency status code 09 – Forbearance, during the trial payment period.

Borrower Solicitation

Servicers are prohibited from soliciting borrowers who are current or less than 30 days delinquent for participation in the HAMP. However, if such a borrower contacts the servicer, the servicer may consider the HAMP as a viable foreclosure prevention alternative. The servicer must make a determination that the borrower satisfies the imminent default screen prior to sending a firm offer to such a borrower.

Net Present Value (NPV) Test

All loans that meet the HAMP eligibility criteria and either satisfy the imminent default screen (as described above) or are 30 or more days delinquent must be evaluated using a standard NPV test for reporting purposes. The servicer must maintain detailed documentation of the NPV model and version used, all NPV inputs and assumptions and

the NPV results. However, the result of the NPV test is not used to make the decision whether or not to modify a mortgage loan owned or securitized by Fannie Mae.

The NPV Model is available on the Home Affordable Modification servicer web portal accessible through HAMPadmin.com. On this portal, servicers will have access to the NPV model as well as the NPV User Guide, providing detailed guidelines for submitting proposed modification data.

A servicer having at least a \$40 billion servicing book will have the option to create a customized NPV model that uses a set of default rates and redefault rates estimated based on the experience of its own portfolios, taking into consideration, if feasible, current LTV, current monthly mortgage payment, current credit score, delinquency status and other loan or borrower attributes. Detailed guidance on required inputs for a customized NPV model is forthcoming on HAMPadmin.com.

To obtain a property valuation input for the NPV model, servicers may use either an automated valuation model (AVM), provided that the AVM renders a reliable confidence score, or a broker price opinion (BPO). Servicers may use an AVM provided by one of the GSEs. As an alternative, servicers may rely on their own internal AVM provided that:

- the servicer is subject to supervision by a Federal regulatory agency,
- the servicer's primary Federal regulatory agency has reviewed the model, and
- the AVM renders a reliable confidence score.

If a GSE AVM or the servicer AVM is unable to render a value with a reliable confidence score, the servicer must obtain an assessment of the property value utilizing a BPO or a property valuation method acceptable to the servicers' Federal regulatory supervisor. Such assessment must be rendered in accordance with the Interagency Appraisal and Evaluation Guidelines (as if such guidelines apply to loan modifications). **In all cases, the property valuation used cannot be more than 90 days old from the date of the NPV calculation.**

The servicer should obtain the results of the NPV model at the time of the HAMP eligibility determination. Additionally, if the verified income evidenced by the borrower's income documentation differs from the initial income information obtained from the borrower, a new NPV result must be obtained as a part of a reevaluation of the borrower's HAMP eligibility (as outlined in the "Trial Payment Period" section of this Announcement).

Verifying Borrower Income and Occupancy Status

Servicers may use recent verbal financial information (provided 90 days or less from the date the servicer is determining HAMP eligibility) obtained from the borrower (the term "borrower" includes any co-borrower) to assess the borrower's eligibility and to prepare and send to the borrower a solicitation indicating the borrower may qualify for the HAMP and an offer of a Trial Period Plan. When the borrower returns the Trial Period Plan and related documents, the servicer must review them to verify the borrower's financial information and eligibility.

As an alternative, the servicer may require a borrower to submit the required documentation to verify the borrower's eligibility and income prior to preparing a Trial Period Plan. Upon receipt of the documentation and determination of the borrower's eligibility, the servicer may prepare and send to the borrower a firm offer solicitation indicating the borrower is eligible for the HAMP using the SIGTARP Fraud Notice, the HAMP Trial Period Plan Cover Letter (Step One - Income Verified), and the Trial Period Plan.

A borrower is eligible for the HAMP if the verified income documentation confirms that the monthly mortgage payment ratio prior to the modification is greater than 31 percent. For purposes of this Announcement, "monthly mortgage payment ratio" is the ratio of the borrower's current monthly mortgage payment to the borrower's monthly gross income (or the borrowers' combined monthly gross income in the case of co-borrowers).

Determining the Monthly Mortgage Payment

The "monthly mortgage payment" includes the monthly payment of principal, interest, property taxes, hazard insurance, flood insurance, condominium association fees and homeowner's association fees, as applicable (including any escrow payment shortage amounts subject to the 60-month repayment plan). When determining a borrower's monthly mortgage payment ratio, servicers must adjust the borrower's current mortgage payment to include, as applicable, property taxes, hazard insurance, flood insurance, condominium association fees and homeowner's association fees if these expenses are not already included in the borrower's payment. The monthly mortgage payment must not include mortgage insurance premium payments or payments due to holders of subordinate liens.

Determining Gross Monthly Income

The borrower's "monthly gross income" is the borrower's income amount before any payroll deductions and includes wages and salaries, overtime pay, commissions, fees, tips, bonuses, housing allowances, other compensation for personal services, Social Security payments, including Social Security received by adults on behalf of minors or by minors intended for their own support, and monthly income from annuities, insurance policies, retirement funds, pensions, disability or death benefits, unemployment benefits, rental income and other income. If only net income is available, the servicer must multiply the net income amount by 1.25 to estimate the monthly gross income.

Servicers should include non-borrower household income in monthly gross income if it is voluntarily provided by the borrower and if there is documentary evidence that the income has been, and can reasonably continue to be, relied upon to support the mortgage payment. All non-borrower household income included in monthly gross income must be documented and verified by the servicer using the same standards for verifying a borrower's income. (An example of non-borrower income is boarder income.)

If the verified income evidenced by the borrower's documentation exceeds the initial income information used by the servicer to solicit or place the borrower in the trial period

by more than 25 percent, the borrower must be reevaluated based on the program eligibility and underwriting requirements. If this reevaluation determines that the borrower is still eligible, new documents must be prepared and the borrower must restart the trial period.

Documenting Gross Monthly Income

All parties whose income was used to qualify for the original mortgage note must submit income documentation which must not be more than 90 days old from the date HAMP eligibility is determined.

The borrower must provide certain financial information to the servicer as outlined below.

If the borrower is employed:

- A signed copy of the most recently filed federal income tax return, including all schedules and forms, if available,
- A signed IRS Form 4506-T (Request for Transcript of Tax Return), and
- Copies of the two most recent paystubs indicating year-to-date earnings.
- For additional income such as bonuses, commissions, fees, housing allowances, tips and overtime, a servicer must obtain a letter from the employer stating that the income will in all probability continue.

If the borrower is self-employed:

- A signed copy of the most recent federal income tax return, including all schedules and forms, if available,
- A signed IRS Form 4506-T (Request for Transcript of Tax Return),
- The most recent quarterly or year-to-date profit and loss statement for each self-employed borrower, and
- **Other reliable third-party documentation the borrower voluntarily provides.**

Note: For both employed and self-employed borrowers, if the borrower does not provide a signed copy of the most recently filed federal income tax return, or if the Compliance Agent (described in the Compliance section) so requires, the servicer must submit the Form 4506-T to the IRS to request a transcript of the return.

If the borrower elects to use alimony or child support income to qualify, acceptable documentation includes:

- Photocopies of the divorce decree, separation agreement or other type of legal written agreement or court decree that provides for the payment of alimony or child support and states the amount of the award and the period of time over which it will be received. Servicers must determine that the income will continue for at least three years, and
- Documents supplying reasonably reliable evidence of full, regular and timely payments, such as deposit slips, bank statements or signed federal income tax returns.

If the borrower has other income such as social security, disability or death benefits, or a pension:

- Acceptable documentation includes letters, exhibits, a disability policy or benefits statement from the provider that states the amount, frequency and duration of the benefit. The servicer must determine that the income will continue for at least three years, and
- The servicer must obtain copies of signed federal income tax returns, IRS W-2 forms, or copies of the two most recent bank statements.

If the borrower receives public assistance or collects unemployment:

- Acceptable documentation includes letters, exhibits or a benefits statement from the provider that states the amount, frequency, and duration of the benefit. The servicer must determine that the income will continue for at least nine months.

If the borrower has rental income, acceptable documentation includes:

- Copies of all pages from the borrower's most recent two years of signed federal income tax returns and Scheduled E – Supplemental Income and Loss. The monthly net rental income to be calculated for HAMP purposes must equal 75 percent of the gross rent, with the remaining 25 percent being considered vacancy loss and maintenance expense.

Verifying Occupancy

A servicer must confirm that the property securing the mortgage loan is the borrower's primary residence as evidenced by the most recent signed federal income tax return (or transcript of tax return obtained from the IRS), a credit report, and one other form of documentation that would supply reasonable evidence that the property is the borrower's primary residence (such as utility bills in the borrower's name).

A servicer is not required to modify a mortgage loan if there is reasonable evidence indicating the borrower submitted false or misleading information or otherwise engaged in fraud in connection with the modification.

Standard Modification Waterfall

Servicers must apply the proposed modification steps enumerated below in the stated order of succession until the borrower's monthly mortgage payment ratio is reduced as close as possible to 31 percent, without going below 31 percent (the "target monthly mortgage payment ratio").

Servicers must request prior written approval from Fannie Mae to deviate from the modification steps enumerated below or to reduce the borrower's monthly mortgage payment ratio below 31 percent. Prior written approval may be requested by submitting a non-delegated case into the HomeSaver Solutions® Network (HSSN). If approval is granted, borrower and servicer incentive payments for these modifications will be paid based on modification terms that reflect the target monthly mortgage payment ratio of 31 percent.

In the event that a modification step (e.g., principal forbearance) is prohibited under applicable state law, a servicer may skip the modification step without obtaining Fannie Mae's prior written approval.

Note: If a borrower has an ARM loan or interest-only mortgage loan, the existing interest rate will convert to a fixed interest rate, fully amortizing mortgage loan.

Step 1: Capitalize accrued interest, out-of-pocket escrow advances to third parties and any required escrow advances that will be paid to third parties by the servicer during the trial period and servicing advances paid to third parties in the ordinary course of business and not retained by the servicer, if allowed by state law. Late fees may not be capitalized and must be waived if the borrower satisfies all conditions of the Trial Period Plan. **If applicable state law prohibits capitalization of past due interest or any other amount, the servicer must collect such funds from the borrower over a 60-month repayment period unless the borrower decides to pay the amount upfront.**

Step 2: Reduce the interest rate. If the loan is a fixed rate mortgage loan or an ARM loan, then the starting interest rate is the current interest rate (the note rate).

Reduce the starting interest rate in increments of .125 percent to get as close as possible to the target monthly mortgage payment ratio. The interest rate floor in all cases is 2.0 percent.

- If the resulting rate is below the Interest Rate Cap, this reduced rate will be in effect for the first five years followed by annual increases of one percent per year (or such lesser amount as may be needed) until the interest rate reaches the Interest Rate Cap, at which time it will be fixed for the remaining loan term.
- If the resulting rate exceeds the Interest Rate Cap, then that rate is the permanent rate.

The "Interest Rate Cap" is the Freddie Mac Weekly Primary Mortgage Market Survey (PMMS) Rate for 30-year fixed rate conforming mortgage loans, rounded to the nearest 0.125 percent, as of the date that the Agreement is prepared.

Step 3: If necessary, extend the term and reamortize the mortgage loan by up to 480 months from the modification effective date (i.e., the first day of the month following the end of the trial period) to achieve the target monthly mortgage payment ratio. Negative amortization after the effective date of the modification is prohibited.

Step 4: If necessary, the servicer must provide for principal forbearance to achieve the target monthly mortgage payment ratio. The principal forbearance amount is non-interest bearing and non-amortizing. The amount of principal forbearance will result in a balloon payment fully due and payable upon the earliest of the borrower's transfer of the property, payoff of the interest bearing unpaid principal balance (UPB) or maturity of the mortgage loan. The modified interest-bearing balance (i.e., the unpaid principal balance excluding the deferred principal balloon amount) must create a current mark-to-market LTV (current LTV based upon the new valuation) greater than or equal to 100 percent if the result of the NPV test is negative. A principal write-down or principal forgiveness is prohibited on Fannie Mae mortgage loans.

Verifying Monthly Gross Expenses

A servicer must obtain a credit report for each borrower or a joint report for a married couple who are co-borrowers to validate installment debt and other liens. In addition, a servicer must consider information concerning monthly obligations obtained from the borrower either verbally or in writing. The “monthly gross expenses” equal the sum of the following monthly charges:

- The monthly mortgage payment, including any mortgage insurance premiums, **taxes, property insurance, homeowner’s or condominium association fee payments and assessments related to the property whether or not they are included in the mortgage payment.**
- **Monthly payments on all closed-end subordinate mortgages.**
- Payments on all installment debts with more than 10 months of payments remaining, including debts that are in a period of either deferment or forbearance. When payments on an installment debt are not on the credit report or are listed as deferred, the servicer must obtain documentation to support the payment amount included in the monthly debt payment. If no monthly payment is reported on a student loan that is deferred or is in forbearance, the servicer must obtain documentation verifying the proposed monthly payment amount, or use a minimum of 1.5 percent of the balance.
- Monthly payment on revolving or open-end accounts, regardless of the balance. In the absence of a stated payment, the payment will be calculated by multiplying the outstanding balance by 3 percent.
- Monthly payment on a home equity line of credit (HELOC) must be included in the payment ratio using the minimum monthly payment reported on the credit report. If the HELOC has a balance but no monthly payment is reported, the servicer must obtain documentation verifying the payment amount, or use a minimum of one percent of the balance.
- Alimony, child support and separate maintenance payments with more than 10 months of payments remaining, if supplied by the borrower.
- Car lease payments, regardless of the number of payments remaining.
- Aggregate negative net rental income from all investment properties owned, if supplied by the borrower.
- Monthly mortgage payment for a second home (principal, interest, taxes and insurance and, when applicable, mortgage insurance, leasehold payments, homeowner association dues, condominium unit or cooperative unit maintenance fees (excluding unit utility charges)).

Total Monthly Debt Ratio

The borrower’s total monthly debt ratio (“back-end ratio”) is the ratio of the borrower’s monthly gross expenses divided by the borrower’s monthly gross income. Servicers will be required to send the **HAMP Counseling Letter** to borrowers with a post-HAMP modification back-end ratio equal to or greater than 55 percent. The letter states that the borrower must work with a HUD-approved housing counselor on a plan to reduce their total indebtedness below 55 percent. The letter also describes the availability and advantages of counseling and provides a list of HUD-approved housing counseling agencies and directs the borrower to the appropriate HUD website where such information is located. The borrower must represent in writing in the HAMP documents that (s)he will obtain such counseling.

Fannie Mae encourages face-to-face counseling; however, telephone counseling is also permitted from HUD-approved housing counselors that cover the same topics as face-to-face sessions. Telephone counseling sessions provide flexibility to borrowers who are unable to attend face-to-face sessions or who do not have an eligible provider within their area.

A list of approved housing counseling agencies is available at hud.gov or by calling the toll-free housing counseling telephone referral service at 1-800-569-4287. A servicer must retain in its mortgage files evidence of the borrower notification.

There is no charge to either the borrower or the servicer for this counseling.

Mortgages with No Due-on-Sale Provision

If a mortgage loan that is not subject to a due-on-sale provision is modified under the HAMP, the borrower agrees that the HAMP will cancel the assumability feature of that mortgage loan.

Escrow Accounts

All of the borrower's monthly payments must include a monthly escrow amount **unless prohibited by applicable law**. The servicer must assume full responsibility for administering the borrower's escrow deposit account in accordance with the mortgage documents and all applicable laws and regulations. If the mortgage loan being considered for the HAMP is a non-escrowed mortgage loan, the servicer must establish an escrow deposit account in accordance with the *Servicing Guide*, Part III, Sec. 103: Escrow Deposit Accounts. The escrow account must be established prior to the beginning of the trial period.

Servicers are encouraged to perform an escrow analysis prior to establishing the trial period payment. When performing an escrow analysis, servicers should take into consideration tax and insurance premiums that may come due during the trial period. When the borrower's escrow account does not have sufficient funds to cover an upcoming expense and the servicer advances the funds necessary to pay an expense to a third party, the amount of the servicer advance that is paid to a third party may be capitalized.

In the event the initial escrow analysis identifies a shortage - a deficiency in the escrow deposits needed to pay all future tax and insurance payments - the servicer must collect such funds from the borrower over a 60-month period unless the borrower decides to pay the shortage upfront. Any escrow shortage that is identified at the time of HAMP eligibility may not be capitalized. Servicers are not required to fund any existing escrow shortage. A servicer may encourage a borrower to contribute to the escrow shortage upfront; however, that is not an eligibility requirement of the HAMP.

When a servicer spreads the escrow shortage identified during the HAMP eligibility process over a 60-month period, any subsequent shortage that may be identified in the next annual analysis cycle should be spread out over the remaining term of the initial 60-month period. For example, if the next analysis cycle is performed 12 months after the initial escrow shortage is identified,

any additional shortage identified in that analysis cycle should be spread over the remaining 48-month period.

Compliance with Applicable Laws

Fannie Mae reminds each servicer (and any subservicer it uses) to be aware of, and in full compliance with, all federal, state, and local laws (including statutes, regulations, ordinances, administrative rules and orders that have the effect of law, and judicial rulings and opinions), including, but not limited to, the following laws that apply to any of its practices related to the HAMP:

- Section 5 of the Federal Trade Commission Act, which prohibits unfair or deceptive acts or practices.
- The Equal Credit Opportunity Act and the Fair Housing Act, which prohibit discrimination on a prohibited basis in connection with mortgage transactions. Loan modification programs are subject to the fair lending laws, and servicers and lenders should ensure that they do not treat a borrower less favorably than other borrowers on grounds such as race, religion, national origin, sex, marital or familial status, age, handicap, or receipt of public assistance income in connection with any loan modification. These laws also prohibit redlining.
- The Real Estate Settlement Procedures Act, which imposes certain disclosure requirements and restrictions relating to transfers of the servicing of certain loans and escrow accounts.
- The Fair Debt Collection Practices Act, which restricts certain abusive debt collection practices by collectors of debts, other than the creditor, owed or due to another.

Modification Process

Borrower Solicitation

Servicers may only solicit a borrower for the HAMP if the borrower is currently two or more payments (31 or more days) past due. Once a borrower is two or more payments past due:

- A servicer may make a firm offer solicitation to borrowers for whom the servicer has recent financial information (provided within 90 days of the date the servicer is determining HAMP eligibility) indicating that the borrower may qualify for the HAMP. The offer must be made utilizing the HAMP Trial Period Plan Cover Letter, enclosing the Trial Period Plan, and a Hardship Affidavit.
- If a servicer does not have a delinquent borrower's recent financial information, the servicer may send a letter instructing an eligible borrower to call the servicer to discuss the details of their individual circumstances. Fannie Mae has prepared a sample Solicitation Letter (which includes Fannie Mae's logo) for the servicer's use.

A servicer may also receive calls from current or delinquent borrowers inquiring about the availability of the HAMP. A servicer should work with such borrowers to obtain the borrower's financial and hardship information and to determine if the HAMP is appropriate. The servicer

may not require a borrower to make an up-front cash contribution (other than the first trial period payment) for a borrower to be considered for the HAMP.

As outlined in *Servicing Guide* Part VII, Section 103: Letters, a servicer must send a loss mitigation solicitation letter to the borrower by no later than the 50th day of delinquency. For loans that become delinquent on or after June 1, 2009, a servicer must also send the Solicitation Letter for HAMP no later than the 50th day of delinquency. Should a servicer not receive a response from the borrower within 30 days of sending the Solicitation Letter for HAMP, the servicer should pursue other remedies including foreclosure. A servicer should not delay sending a breach letter, when required, while awaiting a response from the borrower. As an alternative to sending a separate solicitation letter for HAMP, a servicer may revise its loss mitigation solicitation letter to include the details of the HAMP as outlined in the sample Solicitation Letter. If a servicer revises its loss mitigation solicitation letters to include HAMP or decides to develop its own HAMP solicitation letter, it must be approved by Fannie Mae prior to its use.

When discussing the HAMP, the servicer should provide the borrower with information designed to help the borrower understand the modification terms that are being offered and the modification process. Such communication should help minimize potential borrower confusion, foster good customer relations, and improve legal compliance and reduce other risks in connection with the transaction. A servicer also must provide a borrower with clear and understandable written information about the material terms, costs, and risks of the modified mortgage loan in a timely manner to enable borrowers to make informed decisions. The servicer should inform the borrower during discussions that a modification under the HAMP will cancel any assumption, variable or step-rate feature, or enhanced payment options (e.g., Timely Payment Rewards[®]) in the borrower's existing loan, at the time the loan is modified.

Fannie Mae expects servicers to have adequate staffing, resources and facilities for receiving and processing the HAMP documents and any requested information that is submitted by borrowers. Servicers must have procedures and systems in place to be able to respond to inquiries and complaints about the HAMP. Servicers should ensure that such inquiries and complaints are provided fair consideration, and timely and appropriate responses and resolution.

Document Retention

Servicers must retain all documents and information received during the process of determining borrower eligibility, including borrower income verification, total monthly mortgage payment and total monthly gross debt payment calculations, NPV calculations (NPV model and version used, assumptions, inputs and outputs), evidence of application of each step of the modification waterfall, escrow analysis, escrow advances, and escrow set-up. The servicers must retain all documents and information related to the monthly payments during and after the trial period as well as the incentive payment calculations and such other required documents.

Servicers must retain detailed records of borrower solicitations or borrower-initiated inquiries regarding the HAMP, the outcome of the evaluation for modification under the

HAMP and specific justification with supporting details if the request for modification under the HAMP was denied. Records must also be retained to document the reason(s) that a Trial Period Plan is not finalized. If a borrower under an HAMP modification loses good standing, the servicer must retain documentation of its consideration of the borrower for other foreclosure prevention alternatives. Servicers must retain HAMP documentation as prescribed in *Servicing Guide*, Part I, Section 405: Record Retention.

Temporary Suspension of Foreclosure Proceedings

***Servicing Guide*, Part VIII, Section 105.01: Temporary Suspension of Proceedings**

To ensure that a borrower currently at risk of foreclosure has the opportunity to apply for the HAMP, servicers should not proceed with a foreclosure sale until the borrower has been evaluated for the program and, if eligible, an offer to participate in the HAMP has been made. **Servicers must use reasonable efforts to contact borrowers facing foreclosure to determine their eligibility for the HAMP, including in-person contacts at the servicer's discretion.** Servicers must not conduct foreclosure sales on mortgage loans previously referred to foreclosure or refer new mortgage loans to foreclosure during the 30-day period that the borrower has to submit documents evidencing an intent to accept the Trial Period Plan offer. Except as noted herein, any foreclosure sale will be suspended for the duration of the Trial Period Plan, including any period of time between the borrower's execution of the Trial Period Plan and the Trial Period Plan effective date. However, borrowers in Georgia, Hawaii, Missouri, and Virginia will be considered to have failed the trial period if they are not current under the terms of the Trial Period Plan as of the date that the foreclosure sale is scheduled. **Accordingly, servicers of HAMP loans secured by properties in these states must proceed with the foreclosure sale if the borrower has not made the trial period payments required to be made through the end of the month preceding the month in which the foreclosure sale is scheduled to occur.**

Mortgage Insurer Approval

Fannie Mae has obtained blanket delegations of authority from most mortgage insurers so that servicers can more efficiently process HAMP modifications without having to obtain mortgage insurer approval on individual mortgage loans. A list of the mortgage insurers from which Fannie Mae has received a delegated authority agreement can be found on eFannieMae.com. If applicable, servicers must continue to obtain mortgage insurer approval on a case-by-case basis from any mortgage insurer for which we have not yet received a delegated authority agreement. Servicers should consult their mortgage insurance providers for specific processes related to the reporting of modified terms, payment of premiums, payment of claims, and other operational matters in connection with mortgage loans modified under the HAMP.

Executing the HAMP Documents

Servicers must use a two-step process for HAMP modifications. Step 1 involves providing a document outlining the terms of the forbearance (the Trial Period Plan), and step 2 involves

providing the borrower with a separate document (the Agreement) outlining the terms of the modification.

Step 1: The servicer should instruct the borrower to return the signed Trial Period Plan, together with a signed Hardship Affidavit and income verification documents (if not previously obtained) and the first trial period payment (when not using automated drafting arrangements), to the servicer within **30** calendar days after the Trial Period Plan is sent by the servicer. The servicer is encouraged to contact the borrower before the expiration of the **30-day period** if the borrower has not yet responded to encourage submission of the material. **If the borrower's submission is incomplete, servicers should work with borrowers to complete the Trial Period Plan submission. The servicer may, in its discretion, consider the offer of a Trial Period Plan to have expired at the end of up to 60 days if the borrower has not submitted both an executed Trial Period Plan and complete documentation as required under the Trial Period Plan.**

Upon receipt of the Trial Period Plan from the borrower, the servicer must confirm that the borrower meets the underwriting and eligibility criteria. Once the servicer makes this determination and has received good funds for the first month's trial payment, the servicer should sign and immediately return an executed copy of the Trial Period Plan to the borrower. Payments made by the borrower under the terms of the Trial Period Plan will count toward successful completion irrespective of the date of the executed copy of the Trial Period Plan.

If the servicer determines that the borrower does not meet the underwriting and eligibility standards of the HAMP after the borrower has submitted a signed Trial Period Plan to the servicer, the servicer should promptly communicate that determination to the borrower in writing and consider the borrower for another foreclosure prevention alternative using the new workout hierarchy (refer to "New Workout Hierarchy" section for additional information).

As an alternative, a servicer may require a borrower to submit the required documentation to verify the borrower's eligibility and income prior to sending the borrower a firm offer solicitation. If this alternative is utilized, the servicer should use the HAMP Documentation Request letter and Hardship Affidavit to obtain the required documentation from the borrower. The servicer should instruct the borrower to return the required documentation within 30 days from the date the HAMP Documentation Request letter and Hardship Affidavit is sent by the servicer.

Step 2: Servicers must calculate the terms of the modification using verified income, taking into consideration amounts to be capitalized during the trial period. Servicers are encouraged to send the Agreement for execution by the borrower after receipt of the second payment under the trial period (or third payment for mortgage loans facing imminent default, which require a four-month trial period).

Servicers are reminded that modification agreements must be signed by an authorized representative of the servicer, must reflect the actual date of signature by the servicer's representative and signature must not occur until after the mortgage loan has been removed from the MBS pool, and either reclassified as a Fannie Mae portfolio mortgage or repurchased by the servicer, if applicable.

Acceptable Revisions to HAMP Documents

Servicers are strongly encouraged to use the HAMP documents provided on eFannieMae.com. Should a servicer decide to revise the HAMP documents or draft its own HAMP documents, it must obtain prior written approval from Fannie Mae with the exception of the following circumstances:

- The servicer must revise the HAMP documents as necessary to comply with Federal, State and local law. For example, in the event that the HAMP results in a principal forbearance, servicers are obligated to modify the uniform instrument to comply with laws and regulations governing balloon disclosures.
- The servicer may include, as necessary, conditional language in HAMP offers and modification agreements that condition the implementation of any modification on the servicer's receipt of an acceptable title endorsement, or similar title insurance product, or subordination agreements from other existing lien holders, as necessary, to ensure that the modified mortgage loan retains its first lien position and is fully enforceable as required by the *Servicing Guide*.
- If the borrower previously received a Chapter 7 bankruptcy discharge but did not reaffirm the mortgage debt under applicable law, the following language must be inserted in Section 1 of the Trial Period Plan and Section 1 of the Agreement: "I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement."
- The servicer may include language in the HAMP Cover Letters providing instructions for borrowers who elect to use an automated payment method to make trial period payments.
- All servicers of Fannie Mae mortgage loans must insert the following at the end of the Home Affordable Modification Trial Period Plan as section 4.E. before the signature block:

Notwithstanding anything herein to the contrary, if my final two Trial Period Payments are received by Servicer after the close of business on the 15th calendar day of the last month of the Trial Period but before the end of the Trial Period, I agree that the Trial Period shall be extended by one calendar month (the "Additional Trial Period"). I agree to abide by all terms and provisions of this Trial Period Plan during the Additional Trial Period. In addition, I agree to make a Trial Period Payment in the amount of \$_____ [the same amount of the other Trial Period Payments] no more than 30 days after the last due date listed in the chart in Section 2 above.

Unless a borrower or co-borrower is deceased or a borrower and co-borrower are divorced, all parties who signed the original note and security instrument, or their duly authorized representative(s), must execute the HAMP documents. If a borrower and a co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property is not required to execute the HAMP documents. Fannie Mae's agreement to permit only one divorced spouse to execute the HAMP Documents is without prejudice to its rights against the non-executing divorced

spouse, all of which are expressly retained. Servicers may evaluate requests on a case-by-case basis when the borrower is unable to sign due to circumstances such as mental incapacity, military deployment, etc. An existing borrower may elect to add a new co-borrower to the mortgage loan.

Use of Electronic Records

Electronic records for HAMP are acceptable as long as the electronic record complies with all requirements of the *Selling and Servicing Guides* and applicable law.

Assignment to MERS

If the original mortgage loan was registered with Mortgage Electronic Registration Systems, Inc. (MERS) and MERS was named as the original mortgagee of record, (as nominee for the lender) the servicer MUST make the following changes to the Agreement:

- (a) Insert a new definition under the "Property Address" definition on page 1, which reads as follows:

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns. MERS is the mortgagee under the Mortgage. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

- (b) Add as section 4.I:

That MERS holds only legal title to the interests granted by the borrower in the mortgage, but, if necessary to comply with law or custom, MERS (as nominee for lender and lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of lender including, but not limited to, releasing and canceling the mortgage loan.

- (c) MERS must be added to the signature lines at the end of the Agreement, as follows:

Mortgage Electronic Registration
Systems, Inc. – Nominee for Lender

The servicer may execute the Agreement on behalf of MERS and, if applicable, submit it for recordation.

Trial Payment Period

Servicers may use recent verbal financial information to prepare and offer a Trial Period Plan. Servicers are not required to verify financial information prior to the effective date of the trial period. The servicer must service the mortgage loan during the trial period in the same manner as it would service a loan in forbearance. During the trial period for MBS mortgage loans, the mortgage loan will remain in the related MBS pool and the servicer must continue to service the mortgage loan under the servicing guidelines applicable to MBS mortgage loans. (Refer to "Reclassification or Removal of MBS Loans Prior to Effective Date of Modification" section below.)

The effective date of the trial period will be set forth in the Trial Period Plan. In most cases, the effective date is the first day of the month following the servicer's mailing of the offer for the Trial Period Plan. The trial payment period is three months long for mortgage loans where the payment is already in default and four months long for mortgage loans where the servicer has determined that a borrower's payment default is imminent but no default has occurred. The borrower must be current under the terms of the Trial Period Plan at the end of the trial period in order to receive a permanent modification.

The borrower is considered to have failed the trial period and thus, not eligible for an HAMP modification, if all the trial period payments are not received by the end of the trial payment period. In the event that the next to last and last trial period payments are received after the 15th calendar day of the final month of the trial period but before the end of the trial period, the servicer must extend the trial payment period by one month. Refer to the "Reclassification or Removal of MBS Loans Prior to Effective Date of Modification" section for further details.

If the verified income evidenced by the borrower's documentation exceeds the initial income information used by the servicer to place the borrower in the trial period by more than 25 percent, the borrower must be reevaluated based on the program eligibility and underwriting requirements. If this reevaluation determines that the borrower is still eligible, new documents must be prepared and the borrower must restart the trial period.

If the verified income evidenced by the borrower's documentation is less than the initial income information used by the servicer to place the borrower in the trial period, or if the verified income exceeds the initial income information by 25 percent or less, and the borrower is still eligible as determined by a reevaluation of HAMP eligibility, then the trial period will not restart and the trial period payments will not change; provided, that verified income will be used to calculate the monthly mortgage payment under the Agreement. However, if the servicer determines the borrower is not eligible for the HAMP based on verified income, the servicer must notify the borrower of that determination and that any trial period payments made by the borrower will be applied to the mortgage loan in accordance with the borrower's current loan documents.

For a borrower facing imminent default, the borrower's payment during the trial period must not be equal to or greater than the contractual mortgage payment in effect prior to the trial period.

If the borrower complies with the terms and conditions of the Trial Period Plan, the loan modification will become effective on the first day of the month following the trial period as specified in the Trial Period Plan and the Agreement. **However, because the monthly payment under the Agreement will be based on verified income documentation, the monthly payment due under the Agreement may differ from the payment amount due under the Trial Period Plan.**

If a servicer has information that the borrower does not meet all of the eligibility criteria for the HAMP (e.g., because the borrower has moved out of the house) the servicer should explore other foreclosure prevention alternatives prior to resuming or initiating foreclosure.

Use of Suspense Accounts and Application of Payments

In accordance with the *Servicing Guide*, Part III, Section 102.06: Pending Modifications, Announcement 07-03R2, and, if permitted by the applicable loan documents, servicers may accept and hold as "unapplied funds" (held in a T&I custodial account) amounts received which do not constitute a full monthly, contractual principal, interest, tax and insurance (PITI) payment. However, when the total of the reduced payments held as "unapplied funds" is equal to a full PITI payment, the servicer is required to apply all full payments to the mortgage loan.

Any unapplied funds remaining at the end of the trial payment period which do not constitute a full monthly, contractual principal, interest, tax and insurance payment should be applied to reduce any amounts that would otherwise be capitalized onto the principal balance.

Reclassification or Removal of MBS Mortgage Loans Prior to Effective Date of Modification

Under the Agreement, if the borrower successfully completes the trial period, the modification of the loan will become effective on the first day of the calendar month immediately following the end of the trial period.

Reclassification of MBS Mortgage Loans – Payment Default Imminent

For an MBS mortgage loan where the servicer has determined that a borrower's payment default is imminent, the mortgage loan must be removed from the MBS pool **before** the effective date of the loan modification. Accordingly, to facilitate removals of mortgage loans from MBS pools, a servicer must use HSSN to request that a loan be reclassified and purchased out of the MBS pool. Reclassifications are subject to the following:

- As long as the borrower has made the third payment and the servicer has accepted the payment and notified Fannie Mae of receipt of the payment before the servicer's reclassification date in the fourth month of the trial period, the servicer should request that the loan be reclassified during the fourth month of the trial period.
- If, prior to the close of the servicer's reclassification date in the fourth month, (i) the borrower has not made the third payment, or (ii) the servicer has not applied the third payment, notified Fannie Mae that the payment has been made and requested reclassification,

then it will not be possible to reclassify the loan from the MBS pool prior to the modification effective date. **In the event that the third and fourth trial period payments are received after the 15th calendar day (i.e., servicer's reclassification date) of the fourth month of the trial period but before the end of the trial period, the servicer must extend the trial period by one month.**

- **If the required trial period payments are not made by the end of the trial period, the preconditions to make the modification effective will not have been satisfied and Fannie Mae will cancel the case. The servicer must ensure that the loan modification is not implemented.**

Reclassification of MBS Mortgage Loans – Payment in Default

For an MBS mortgage loan that already has a payment in default at the time the HAMP is negotiated, the mortgage loan must be removed from the MBS pool **before** the effective date of the loan modification. Accordingly, to facilitate removals of mortgage loans from MBS pools, a servicer must use HSSN to request that a loan be reclassified and purchased out of the MBS pool. Reclassifications are subject to the following:

- As long as the borrower has made the second payment and the servicer has accepted the payment and notified Fannie Mae of receipt of the payment before the servicer's reclassification date in the third month of the trial period, the servicer should request that the loan be reclassified during the third month of the trial period.
- If, prior to the close of the servicer's reclassification date in the third month, (i) the borrower has not made the second payment, or (ii) the servicer has not applied the second payment, notified Fannie Mae that the payment has been made and requested reclassification, then it will not be possible to reclassify the loan from the MBS pool prior to the modification effective date. **In the event that the second and third trial period payments are received after the 15th calendar day (i.e., servicer's reclassification date) of the third month of the trial period but before the end of the trial period, the servicer must extend the trial period by one month.**
- **If the required trial period payments are not made by the end of the trial period, the preconditions to make the modification effective will not have been satisfied and Fannie Mae will cancel the case. The servicer must ensure that the loan modification is not implemented.**

Thus, during the trial period it is very important that servicers timely report to Fannie Mae the receipt of funds from the borrower and promptly request reclassification of the mortgage loan.

For an MBS loan to be eligible for reclassification from an MBS pool for the purpose of modification, the mortgage loan must have been in a continuous state of delinquency for at least four consecutive monthly payments (or at least eight consecutive payments in the case of a biweekly mortgage loan) without a full cure of the delinquency. The servicer must represent and warrant that, after application of all trial payments made by the borrower, once the sum of payments totals a full payment, the borrower has been in a delinquent status (i.e., not current in monthly mortgage payments) on each of the last four monthly payment due dates and continues to be delinquent. After a mortgage loan is reclassified, the servicer will follow the existing

procedure and update the Officer Signature Date in HSSN to close the modification. Servicers are reminded that a current MBS mortgage loan is ineligible for reclassification for the purpose of modifying the mortgage loan.

Removal of Regular Servicing Option MBS Mortgage Loans

Servicers of regular servicing option MBS mortgage loans are encouraged to offer the HAMP for these mortgage loans. If a servicer decides to use the HAMP for such mortgages, the servicer will be expected to follow the Treasury's Home Affordable Modification Program, sign the servicer participation agreement, obtain any third-party approvals, and comply with the requirements of this Announcement governing reporting and removal of these mortgage loans from MBS pools, if applicable. Fannie Mae is not responsible for any losses or expenses the servicer incurs and will not pay borrower or servicer incentive fees for these mortgage loans which are not considered Fannie Mae HAMP mortgage loans.

The servicer of a mortgage loan that is part of a regular servicing option MBS pool or part of a shared-risk special servicing option MBS pool for which the servicer's shared risk liability has not expired must not modify the mortgage loan as long as it remains in the MBS pool. **The servicer must purchase the mortgage loan from the MBS pool upon completion of the trial period provided the mortgage loan has been in a continuous state of delinquency for at least four consecutive monthly payments (or at least eight consecutive payments in the case of a biweekly mortgage loan) without a full cure of the delinquency.** Regular servicing option MBS pool mortgage loans and such shared-risk special servicing option MBS pool mortgage loans that have been purchased from an MBS pool for purposes of modification are not eligible for redelivery to Fannie Mae. Performing MBS mortgage loans (i.e., those that do not meet the delinquency criteria described above) are ineligible for repurchase for the purpose of modifying the mortgage loan.

Recording the Modification

For all mortgage loans that are modified pursuant to the HAMP, the servicer must ensure that the modified mortgage loan retains its first lien position and is fully enforceable. The Agreement must be executed by the borrower(s) and, in the following circumstances, must be in recordable form:

- if State or local law requires a modification agreement be recorded to be enforceable;
- if the property is located in the State of New York or Cuyahoga County, Ohio;
- if the amount capitalized is greater than \$20,000 (aggregate capitalized amount of all modifications of the mortgage loan completed under our mortgage modification alternatives);
- if the remaining term on the mortgage loan is less than or equal to ten years and the servicer is extending the term of the mortgage loan more than ten years beyond the original maturity date; or
- if the servicer's practice for modifying mortgage loans in the servicer's portfolio is to create modification agreements in recordable form.

In addition, to retain the first lien position, servicers must:

- ensure all real estate taxes and assessments that could become a first lien are current especially those for manufactured homes taxed as personal property, personal property taxes, condominium/HOA fees, utility assessments (such as water bills), ground rent and other assessments;
- obtain a title endorsement or similar title insurance product issued by a title insurance company if the amount capitalized is greater than \$20,000 (aggregate capitalized amount of all modifications of the mortgage loan completed under our mortgage modification alternatives);
- obtain subordination agreements from any junior lien holders, if (1) the amount capitalized is greater than \$20,000 (aggregate capitalized amount of all modifications of the mortgage loan completed under our modification alternatives) or (2) the remaining term on the mortgage loan is less than or equal to ten years and the term of the mortgage loan is being extended more than ten years beyond the original maturity date; and
- record the executed Agreement if (1) State or local law requires the modification agreement be recorded to be enforceable; (2) the property is located in the State of New York or Cuyahoga County, Ohio; (3) the amount capitalized is greater than \$20,000 (aggregate capitalized amount of all modifications of the mortgage loan completed under our modification alternatives); or (4) the remaining term on the mortgage loan is less than or equal to ten years and you are extending the term of the mortgage loan more than ten years beyond the original maturity date.

Monthly Statements

For modifications that include principal forbearance, servicers are encouraged to include the amount of the gross UPB on the borrower's monthly payment statement. **In addition, the borrower should receive information on a monthly basis regarding the accrual of "pay-for-performance" principal balance reduction payments.**

Redefault and Loss of Good Standing

If, following a successful trial period, a borrower defaults on a loan modification executed under the HAMP (three monthly payments are due and unpaid on the last day of the third month), the loan is no longer considered to be in "good standing." Once lost, good standing cannot be restored even if the borrower subsequently cures the default. A loan that is not in good standing is not eligible to receive borrower or servicer incentives and reimbursements and these payments will no longer accrue for that mortgage loan. Further, the mortgage loan is not eligible for another HAMP modification.

In the event a borrower defaults, the servicer must work with the borrower to cure the modified loan, or if that is not feasible, evaluate the borrower for any other available foreclosure prevention alternatives prior to commencing foreclosure proceedings.

Servicer Delegation, Duties and Responsibilities

All Fannie Mae approved servicers are eligible to participate in the HAMP without obtaining prior approval from Fannie Mae.

In performing the duties incident to the servicing of mortgage loans modified under the HAMP, a servicer must:

- Collect and record the details of all executed mortgage modifications, including, but not limited to: the original terms of the modified mortgage loan; the modified terms of the modified mortgage loan; data supporting the modification decision; updates to payoff information and the last payment date; additional information and data as may be requested by Fannie Mae or the Compliance Agent from time to time. All such data must be compiled and reported to Fannie Mae and the Compliance Agent in the form and manner set forth in this Announcement.
- Retain all data, books, reports, documents, audit logs and records, including electronic records, related to the HAMP. In addition, the servicer shall maintain a copy of all computer systems and application software necessary to review and analyze any electronic records. **Unless otherwise directed by Fannie Mae or the Compliance Agent, the servicer shall retain these records for mortgage loans owned or securitized by Fannie Mae in accordance with the *Servicing Guide* Part I, Section 405: Record Retention, or for such longer period as may be required pursuant to applicable law.** The Compliance Agent may also notify the servicer from time to time of any additional records retention requirements resulting from litigation, or other proceedings in which the Treasury or any agents of the Treasury may have an interest, and the servicer agrees to comply with such requirements.
- Construe the terms of this Announcement and any related instructions from the Treasury or Fannie Mae in a reasonable manner to serve the purposes and interests of the United States.
- Use any nonpublic information or assets of the United States or Fannie Mae received or developed in connection with the HAMP solely for the purposes of fulfilling its obligations hereunder.
- Comply with all lawful instructions or directions received from the Treasury and Fannie Mae.
- Develop, enforce, and review for effectiveness at least annually, an internal control program designed to ensure effectiveness of duties in connection with the HAMP and compliance with this Announcement, to monitor and detect loan modification fraud and to monitor compliance with applicable consumer protection and fair lending laws. The internal control program must include documentation of the control objectives for HAMP activities, the associated control techniques, and mechanisms for testing and validating the controls.
- Provide Fannie Mae and the Compliance Agent with access to all internal control reviews and reports that relate to duties performed under the HAMP by the servicer and/or its independent auditing firm.
- **Supervise and manage any contractor that assists in the performance of services in connection with the HAMP. A servicer shall remove and replace any contractor that fails to perform and ensure that all of its contractors comply with the terms and provisions of the *Servicing Guide*. A servicer shall be responsible for the acts or omissions of its contractors as if the acts or omissions were those of the servicer.**

The Treasury will designate another party to fulfill the role of Compliance Agent in connection with the HAMP. The Compliance Agent, its independent auditor and other parties designated by the Treasury shall have the right during normal business hours to conduct unannounced, informal onsite visits and to conduct formal onsite and offsite physical, personnel and information technology testing, security reviews, and audits of the servicer and to examine all books, records and data related to the duties and compensation received in connection with the HAMP with 30 days prior written notice. The servicer shall take corrective actions associated with reporting and audits as directed by Fannie Mae or the Compliance Agent.

Reporting Requirements

Reporting to Fannie Mae

Reporting Through HSSN

For all Fannie Mae portfolio mortgage loans and MBS pool mortgage loans guaranteed by Fannie Mae (including lender recourse loans), a servicer must enter loan level HAMP data by submitting a delegated case into HSSN when a servicer has received a successfully executed Trial Period Plan. Additionally, the servicer must record in HSSN receipt of the trial period payments due under the plan. The servicer must use HSSN to request reclassification for MBS mortgage loans as outlined in the Reclassification or Removal of MBS Mortgage Loans Prior to Effective Date of Modification section of this Announcement when appropriate. The servicer must represent and warrant that, after application of all trial payments made by the borrower, once the sum of payments total a full payment, the borrower has been in a delinquent status (i.e., not current in contractual payments) on each of the last four monthly payment due dates and continues to be delinquent. After a mortgage loan is reclassified, if applicable, the servicer will follow the existing procedure and update the Officer Signature Date in HSSN to close the modification.

Monthly Investor Reporting and Remitting

Existing monthly Loan Activity Record (LAR) reporting requirements for Fannie Mae servicers will not change. Servicers must continue to report the standard LAR format for loan payment by the 3rd business day and for payoff activity by the 2nd business day of each month for the prior month's activity (e.g., payoff reporting to be received by April 2nd will contain March activity).

***Servicing Guide*, Part VII, Section 502.03: Reporting to Fannie Mae; and Part X, Chapter 3: Special Reporting Requirements**

If the modification includes principal forbearance, the servicer should report the net UPB (full UPB minus the forbearance amount) in the "Actual UPB" field on both LARs for the reporting month that the modification becomes effective. The initial reduction in UPB caused by the principal forbearance should not be reported to Fannie Mae as a principal curtailment. The interest reported on the LAR must be based on the net UPB.

If the modification includes principal forbearance resulting in a balloon payment due upon borrower's sale of the property or payoff, or maturity of the mortgage loan, interest must never be computed on the principal forbearance amount, including at the time of liquidation. When reporting a payoff or repurchase of the mortgage loan, the principal reported on the LAR must include the principal forbearance amount. Attempting to report a payoff or repurchase without including the principal forbearance amount will generate an exception upon submission of the LAR.

If a principal curtailment is received on a loan that has a principal forbearance, servicers are instructed to apply the principal curtailment to the interest bearing UPB. If, however, the principal curtailment amount is greater than or equal to the interest-bearing UPB, then the curtailment should be applied to the principal forbearance portion. If the curtailment satisfies the principal forbearance portion, any remaining funds should then be applied to the interest bearing UPB.

Delinquency Status Reporting

Servicing Guide, Part VII, Chapter 6, Exhibit 1: Delinquency Status Codes

The servicer must report a delinquency status code 09 - Forbearance - during the trial period. The servicer must then report a delinquency status code 28 - Mortgage Modification - to indicate that the delinquency status has changed once the borrower has successfully completed the trial period and the modification becomes effective, if applicable.

Reporting to Treasury

In addition to reporting to Fannie Mae, each servicer must report periodic HAMP loan activity to Treasury through the servicer web portal accessible through HAMPadmin.com. Data should be reported by a servicer at the start of the modification trial period and during the modification trial period, for loan set up of the approved modification, and monthly after the modification is set up. Servicers will be required to submit three separate data files. Detailed guidelines for submitting these data files and a list of data elements for each report are available upon request by sending an email to servicing_solutions@fanniemae.com. This information will also be accessible on the servicer web portal in the near future.

A servicer will receive a username and password for the servicer web portal upon submission of the HAMP Registration form. All servicers will be required to provide the HAMP Registration form with information such as contact information and banking instructions for deposits of compensation payments. The HAMP Registration form is a one-time submission; however, after the initial form is submitted, a servicer may submit a new form to update existing information at any time.

Mortgage Insurance

Reporting to Mortgage Insurers

Servicers must maintain their mortgage insurance processes and comply with all reporting required by the mortgage insurer for mortgage loans modified under the HAMP. Servicers should consult with the mortgage insurer for specific processes related to the reporting of modified terms, payment of premiums, payment of claims, and other operational matters in connection with mortgage loans modified under the HAMP. Servicers are required to report successful HAMP modifications and the terms of those modifications to the appropriate mortgage insurers, if applicable, within 30 days following the end of the trial period and in accordance with procedures that currently exist or may be agreed to between servicers and the mortgage insurers.

Maintenance of Mortgage Insurance

Servicers must include the mortgage insurance premium in the borrower's modified payment, and must ensure that any existing mortgage insurance is maintained. Among other things, the servicer must ensure that the mortgage insurance premium is paid. In addition, servicers must adapt their systems to ensure proper reporting of modified loan terms so as not to impair coverage for any existing mortgage insurance. For example, in the event that the modification includes principal forbearance, servicers must continue to pay the correct MI premiums based on the gross UPB, including any principal forbearance amount, must include the gross UPB in their delinquency reporting to the mortgage insurer, and must ensure any principal forbearance does not erroneously trigger automatic mortgage insurance cancellation or termination.

Transfers of Servicing

When a transfer of servicing includes mortgage loans modified under the HAMP, we require the transferor servicer to provide special notification to the transferee servicer. Specifically, the transferor servicer must advise the transferee servicer that mortgage loans modified under the HAMP are part of the portfolio being transferred and must confirm that the transferee servicer is not only aware of the special requirements for these mortgage loans, but also agrees to assume the additional responsibilities associated with servicing these mortgage loans.

The transferee servicer must assume all of the responsibilities and duties of the HAMP. However, the transferee servicer's assumption of these responsibilities, duties, and warranties will in no way release the transferor servicer from its contractual obligations related to the transferred mortgage loans. The two servicers will be jointly and severally liable to us for all warranties and for repurchase, all special obligations under agreements previously made by the transferor servicer or any previous servicer or servicer (including actions that arose prior to the transfer), and all reporting, compliance and audit oversight related duties regarding the transferred mortgage loans .

Credit Bureau Reporting

In accordance with the *Servicing Guide*, Part VII, Section 107: Notifying Credit Repositories, the servicer should continue to report a "full-file" status report to the four major credit repositories for each loan under the HAMP in accordance with the Fair Credit Reporting Act and credit bureau requirements as provided by the Consumer Data Industry Association (the "CDIA") on the basis of the following:

- For borrowers who are current when they enter the trial period, the servicer should report the borrower current but on a modified payment if the borrower makes timely payments by the 30th day of each trial period month at the modified amount during the trial period, as well as report the modification when completed.
- For borrowers who are delinquent when they enter the trial period, the servicer should continue to report in such a manner that accurately reflects the borrower's delinquency and workout status following usual and customary reporting standards, as well as report the modification when completed.

More detailed information on these reporting standards will be published by the CDIA.

"Full-file" reporting means that the servicer must describe the exact status of each mortgage loan it is servicing as of the last business day of each month.

Fees and Compensation

Servicing Fees

During the trial period, servicing fees will continue to be earned by the servicer to the extent that the borrower payments equal a contractual full payment. When the HAMP modification becomes effective, the servicer will receive servicing fees based on our existing fee schedule for modified mortgage loans in accordance with the *Servicing Guide*, Part VII, Section 502.02: Modifying Conventional Mortgages.

Late Fees

All late charges, penalties, stop payment fees or similar fees must be waived upon successful completion of the trial period.

Administrative Costs

Servicers may not charge the borrower to cover the administrative processing costs incurred in connection with a HAMP. The servicer must pay any actual out-of-pocket expenses such as any required notary fees, recordation fees, title costs, property valuation fees, credit report fees or other allowable and documented expenses. Fannie Mae will reimburse the servicer for allowable out-of-pocket expenses. Servicers will not be reimbursed for the cost of the credit report(s).

Incentive Compensation

No incentives of any kind will be paid if (i) the servicer has not provided an HAMP Registration form or HAMP loan set-up data prior to the effective date of the modification, or (ii) the borrower's monthly payment ratio starts below 31 percent prior to the implementation of the HAMP. The incentive compensation will only be paid for HAMP modifications that are based on the borrower's verified income. Each servicer must promptly apply or remit, as applicable, all borrower and investor compensation it receives with respect to any modified mortgage loan.

With respect to payment of any incentive that is predicated on at least a six percent reduction in the borrower's monthly mortgage payment, the reduction will be calculated by comparing the monthly mortgage payment used to determine eligibility (adjusted as applicable to include property taxes, hazard insurance, flood insurance, condominium association fees and homeowner's association fees) and the borrower's payment under HAMP.

Timing and mechanics of the borrower and servicer incentive compensation plans will be provided in a subsequent Announcement.

Servicer Incentive Compensation

A servicer will receive compensation of \$1,000 for each completed modification under the HAMP. In addition, if a borrower was current under the original mortgage loan, a servicer will receive an additional compensation amount of \$500. All such servicer incentive compensation shall be earned and payable once the borrower successfully completes the trial payment period.

If a borrower's monthly mortgage payment (principal, interest, taxes and all related property insurance **and homeowner's or condominium association fees**, but excluding mortgage insurance) is reduced through the HAMP by six percent or more, a servicer will also receive an annual "pay for success" fee equal to the lesser of: (i) \$1,000 (\$83.33 per month), or (ii) one-half of the reduction in the borrower's annualized monthly payment, for up to three years as long as the loan is a performing loan modification. The "pay for success" fee will be payable annually for each of the first three years after the anniversary of the month in which a Trial Period Plan is executed. If and when the loan ceases to be in good standing, the servicer will cease to be eligible for any further incentive payment after that time, even if the borrower subsequently cures his or her delinquency.

Borrower's Incentive Compensation

To provide an additional incentive for borrowers to keep their modified loan current, borrowers whose monthly mortgage payment (principal, interest, taxes and all related property insurance **and homeowner's or condominium association fees**, but excluding mortgage insurance) is reduced through the HAMP by six percent or more and who make timely monthly payments will earn an annual "pay for performance" principal balance reduction payment equal to the lesser of: (i) \$1,000 (\$83.33 per month), or (ii) one-half of the reduction in the borrower's annualized

monthly payment for each month a timely payment is made. A borrower can earn the right to receive a “pay for performance” principal balance reduction payment for payments made during the first five years following execution of the Agreement provided the loan continues to be in good standing as of the date the payment is made. The “pay for performance” principal balance reduction payment will accrue monthly and be applied annually for each of the five years in which this incentive payment accrues, prior to the first payment due date after the anniversary of the month in which the Trial Period Plan is executed. This payment will be paid to the servicer to be **applied first towards reducing the interest bearing UPB and then towards any principal forbearance amount (if applicable)** on the mortgage loan. Any applicable prepayment penalties on partial principal prepayments made by Fannie Mae must be waived. Borrower incentive payments do not accrue during the Trial Period; however, in the first month of the modification, the borrower will accrue incentive payments equal to the number of months in the trial period in addition to any accrual earned during the first month of the modification.

If and when the loan ceases to be in good standing (i.e., three monthly payments are due and unpaid on the last day of the third month), the borrower will cease to be eligible for any further incentive payments after that time, even if the borrower subsequently cures his or her delinquency. The borrower will lose his or her right to any accrued incentive compensation when the loan ceases to be in good standing.

Servicers must place the borrower incentives into an existing custodial account.

FHA HOPE for Homeowners

Servicers will be required to consider a borrower for refinancing into the FHA HOPE for Homeowners program when feasible. **Consideration for a HOPE for Homeowners refinance should not delay eligible borrowers from receiving a modification offer and beginning the trial period. Servicers must use the modification options to begin the HAMP modification and work to complete the HOPE for Homeowners refinance during the trial period.**

Compliance

Treasury has selected Freddie Mac to serve as its Compliance Agent for the HAMP. In its role as Compliance Agent, Freddie Mac will conduct independent compliance assessments. Fannie Mae-approved servicers are subject to the compliance guidelines outlined in Supplemental Directive 09-01 issued by Treasury on April 6, 2009, available through HAMPadmin.com, which may be updated from time to time.

HomeSaver Forbearance

HomeSaver Forbearance is a new loss mitigation option available to borrowers that are either in default or for whom default is imminent and who do not qualify for the HAMP. A servicer should offer a HomeSaver Forbearance if such borrowers have a willingness and ability to make reduced monthly payments of at least one-half of their contractual monthly payment. The plan should reduce the borrower’s payments to an amount the borrower can afford, but no less than 50 percent of the borrower’s contractual monthly payment, including taxes and insurance and any

other escrow items at the time the forbearance is implemented. During the six month period of forbearance, the servicer should work with the borrower to identify the feasibility of, and implement, a more permanent foreclosure prevention alternative. The servicer should evaluate and identify a permanent solution during the first three months of the forbearance period and should implement the alternative by the end of the sixth month.

Incentive Fee

Servicers will receive a \$200 incentive fee upon successful reporting to Fannie Mae of the initiation of a HomeSaver Forbearance plan and the collection of one payment under the forbearance plan. Servicers are eligible for one HomeSaver Forbearance incentive fee during the life of the loan. A servicer will also be eligible to receive an incentive upon the successful completion of the resulting permanent foreclosure prevention alternative as outlined in Announcement 08-20 and Announcement 08-33.

Reporting Requirements

A servicer is required to submit information on an encrypted Microsoft Excel® spreadsheet that outlines the terms of the HomeSaver Forbearance plan. Servicers are required to submit weekly HomeSaver Forbearance updates to Fannie Mae through the upload functionality in HSSN. Each weekly report must be submitted on the first business day of the following week. The weekly reports should include information on new HomeSaver Forbearance plans and on the payments received from borrowers under such plans. For any month in which the end of the month occurs on a business day other than a Friday, the servicer must provide two weekly updates:

1. One update for the business day(s) in that week to month end; and
2. One update for the business day(s) in that week for the new month

Both updates must be provided on the first business day of the following week.

A sample Excel spreadsheet outlining the data elements, specifying the order in which the data elements must be presented, and containing instructions for submitting the spreadsheet is available on eFannieMae.com.

Mortgage Insurer Approval

Granting forbearance is contingent on the servicer's ability to ensure the continuation of mortgage insurance coverage. Fannie Mae has obtained blanket delegations of authority from most mortgage insurers so that servicers can grant HomeSaver Forbearances without having to obtain mortgage insurer approval on individual mortgage loans to extend the delinquency beyond the date that foreclosure proceedings would otherwise be required to begin. Fannie Mae has posted and will maintain on eFannieMae.com a list of the mortgage insurers from which it receives a delegated authority agreement for the HomeSaver Forbearance. Servicers must continue to obtain mortgage insurer approval on a case-by-case basis from any mortgage insurer for which we have not yet received a delegated authority agreement. Servicers should consult their mortgage insurance providers for specific processes related to the reporting of forbearance

terms, payment of premiums, payment of claims, and other operational matters in connection with forbearances granted under HomeSaver Forbearance.

Servicers are reminded that, in accordance with *Servicing Guide*, Part III, Section 103.04: Advances to Cover Expenses, a servicer must advance the funds to cover the monthly remittance of the full mortgage insurance premium in the event that the borrower's deposit account does not have enough funds due to the reduction in the monthly payment amount.

New Workout Hierarchy

As a result of the introduction of the HAMP and HomeSaver Forbearance, Fannie Mae is establishing a new workout hierarchy which establishes the preferred order of consideration of foreclosure prevention alternatives to resolve a delinquency. The new hierarchy supersedes the previously announced "RAMPD" hierarchy introduced in Announcement 08-14. **A servicer should first evaluate a borrower to determine if the HAMP is appropriate, and if not, the servicer should then determine whether the borrower is eligible for an alternative foreclosure prevention option based on whether the borrower is experiencing a temporary or permanent financial hardship.**

Temporary Hardship

For a borrower who is expected to overcome a temporary financial hardship and be able to make future scheduled payments in addition to an amount to cure any outstanding arrearage over time, the following foreclosure prevention alternatives should be considered. Notwithstanding the options below, in the event a borrower requires a particular workout that the servicer deems to be in both Fannie Mae and the borrower's best interest, the servicer is strongly encouraged to submit the workout case to Fannie Mae for review and approval.

- Forbearance — A temporary reduction or suspension of payments which must be immediately followed by an arrangement to cure the delinquency.
- Repayment Plan — An arrangement in which a borrower agrees to pay down past due amounts while still making regularly scheduled payments.
- HSA — A monetary advance to cure a delinquent loan resulting in a separate unsecured loan for the arrearage amount.

Permanent Hardship

For a borrower who has experienced a permanent or long-term/enduring financial hardship, foreclosure prevention alternatives should be considered in the following preferred order:

- HomeSaver Forbearance — For a borrower who is not eligible for, or who does not meet the terms of the HAMP but has the willingness and ability to make reduced monthly payments of at least half the borrower's contractual monthly payment.

- Other Forbearance — A temporary reduction or suspension of payments (subject to the limits of the governing MBS trust document under which that mortgage loan was pooled), which will culminate in a more permanent foreclosure prevention alternative listed below.

Note: The HSA is not an appropriate foreclosure prevention alternative, and must not be used, for a borrower with a permanent or long-term financial hardship.

Once a borrower is on a HomeSaver Forbearance or other forbearance, the following options, along with any new programs that may become available, should be considered in the following preferred order:

- Modification — For mortgage loans that are ineligible for the HAMP, such as non-owner occupied property, any permanent change to the terms of a mortgage loan, including changes to the interest rate, interest and expense capitalization, or charges to the loan term.
- Pre-Foreclosure Sale — For delinquent mortgage loans, the acceptance of a sales contract prior to a foreclosure sale resulting in a payoff of less than the total amount owed on the mortgage loan and release of the mortgage lien.
- Deed-in-Lieu — For delinquent mortgage loans, the voluntary transfer of title from a borrower to the servicer to satisfy the mortgage loan and avoid foreclosure (also called a "voluntary conveyance").

Retirement of the Streamlined Modification Program (SMP) and the Early Workout Program

Effective March 4, 2009, servicers can no longer offer the SMP to borrowers. The HAMP will replace the SMP. Servicers must continue to offer the original SMP terms to borrowers that are completing SMP trial payment periods after the SMP end date. Once the borrower completes the SMP trial payment period the SMP modification will become effective. A borrower who defaults on an SMP is eligible for an HAMP. However, if a borrower contacts a servicer directly to inquire about converting to the HAMP prior to the execution of the SMP Agreement, and the borrower meets all the eligibility requirements of the HAMP, the servicer may offer the borrower the HAMP. The borrower will be required to meet all the terms of the HAMP, execute the Trial Period Plan, and enter into a new trial payment period.

The Early Workout Program was announced in Announcement 08-31. At that time, Fannie Mae promised additional information on the program. The implementation of the HAMP will also replace the Early Workout Program.

Servicers should contact their Servicing Consultant, Portfolio Manager, or the National Servicing Organization's Servicer Support Center at 1-888-FANNIE5 (1-888-326-6435) if they have any questions about this Announcement.

Michael A. Quinn
Senior Vice President
Single-Family Risk Officer



Home Affordable Modification Program

Administered by
Fannie Mae

AS OF MAY 22, 2009

Frequently Asked Questions— Supplemental Directive 09-01: Home Affordable Modification Program (HAMP) Guidelines

This document clarifies Supplemental Directive 09-01. In the event of a conflict between the information in these FAQs and Supplemental Directive 09-01, the terms of the Supplemental Directive shall govern.

A. Borrower Eligibility

Q1. Does the reason for the default have to be resolved before a borrower is eligible for a Home Affordable Modification (HAMP)?

Servicers should encourage borrowers to resolve the cause of a mortgage default including providing referrals to HUD-approved housing counselors. However, a servicer cannot require a borrower to resolve the reason for the default as a condition of a Home Affordable Modification if the borrower meets HAMP eligibility requirements.

Q2. How should borrowers who contact their servicer be handled with respect to the HAMP if the servicer does not yet have the proper documents or is not yet equipped to evaluate the borrower's situation?

Participating servicers are required to validate the homeowner's eligibility for HAMP and capacity to pay. Participating servicers should begin the process of collecting the required documentation from the homeowner and the information necessary to establish an escrow account on non-escrowed loans. Based on the servicer's understanding of the homeowner's ability to pay, a servicer may place a homeowner on a forbearance plan pending its ability to execute a HAMP modification. Foreclosure actions (with the exception of those in Georgia, Hawaii, Missouri and Virginia), including initiation of new foreclosure actions, must be postponed for all borrowers that meet the minimum HAMP eligibility criteria.

Q3. Can a loan be modified to a monthly mortgage payment ratio below 31 percent?

Servicers must apply the specified modification steps until the borrower's monthly mortgage payment ratio is reduced as close as possible to 31 percent, without going under 31 percent. A servicer may modify below 31 percent, but incentive payments will be made based only on modification terms that reflect a 31 percent monthly mortgage payment ratio.

B. De Minimis Test

Q4. For loans that are not fully amortizing products, what payment amount is used for the de minimis test?

In all cases, the monthly mortgage payment that was used to determine the borrower's eligibility (adjusted as applicable to include property taxes, hazard insurance, flood insurance, condominium association fees, and homeowners' association fees) should be compared to the borrower's

monthly mortgage payment under HAMP (with the same adjustments). Therefore, the monthly mortgage payment used to determine eligibility for loans that are not fully amortizing would not include full amortization of principal.

C. Documents

Q5. Are there separate Servicer Participation Agreements (SPA) for Fannie Mae, Freddie Mac, and non-GSE loans?

The SPA and related documentation must be executed by servicers for non-GSE loans in order to receive Treasury-funded incentives and compensation. Servicers are not required to execute an SPA for GSE loans, since both Fannie Mae and Freddie Mac have made the program mandatory as detailed in their respective Announcements and Bulletins.

Q6. Are there separate modification documents for GSE and non-GSE loans?

A single set of model modification documents has been provided for all loans regardless of investor. However, the documents may need to be customized for certain situations that are unique to a particular investor's loan program.

Q7. Are state-specific documents required on non-recording HAMP modifications? For example, are state-specific balloon riders required when applicable?

The servicer must revise the HAMP documents as necessary to comply with federal, state, and local laws. For example, in the event that the HAMP results in principal forbearance, servicers are obligated to modify the uniform instrument to comply with laws and regulations governing balloon disclosures.

For all mortgage loans that are modified pursuant to the HAMP, the servicer must follow investor guidance with respect to ensuring that the modified mortgage loan retains its first-lien position and is fully enforceable.

D. Escrow

Q8. Can escrow payment estimates be used to determine payments during the Trial Period to avoid delays in processing?

Servicers are encouraged to perform an escrow analysis prior to determining the trial payment. However, if a servicer estimates the escrow payments for the Trial Period, the servicer is not permitted to use national averages in the estimate calculations. Prior to determining the payments for the modification agreement, servicers must complete an escrow analysis to determine the exact escrow payments.

Q9. How should servicers treat escrow shortages?

In the event the initial escrow analysis identifies an escrow shortage – a deficiency in the escrow deposits needed to pay all future tax and insurance payments – the servicer must take steps to eliminate the shortage. Any actions taken by the servicer to eliminate the escrow shortage must be in compliance with applicable laws, rules, and regulations, including, but not limited to, the Real Estate Settlement Procedures Act.

E. Principal Forbearance

Q10. If a Borrower with principal forbearance makes a substantial principal curtailment that is greater than or equal to the interest-bearing unpaid principal balance (UPB), should the curtailment be applied to the interest bearing principal or the principal forbearance portion?

The curtailment should be applied to the principal forbearance portion. This policy eliminates the possibility of a curtailment paying off (and satisfying) the interest-bearing portion of the UPB (the entire loan would become due and payable at that point), thereby forcing the borrower to pay off the principal forbearance portion of the loan balance. In those instances, to avoid that negative result, the curtailment must be applied to the principal forbearance amount. Any remaining funds would be applied to the interest-bearing UPB.

F. HUD Counseling

Q11. Who pays for the HUD counseling?

There is no charge to either borrowers or servicers for HUD-approved counseling (borrowers whose back-end debt-to-income ratio is equal to or greater than 55% must represent in writing in the HAMP documents that they will obtain such counseling). Servicers may, at their discretion, use a portion of the servicer incentive compensation to compensate counselors for counseling services provided in conjunction with HAMP.

Q12. If a borrower has recently completed HUD-approved debt counseling, do they still need to work with a counselor?

Borrowers with back-end debt-to-income ratios of 55 percent or more must agree in writing to obtain HUD-approved counseling as a condition of receiving a HAMP modification, even if they recently completed counseling.

G. Income Verification

Q13. Why must the borrower submit an IRS Form 4506-T?

Each borrower must submit a signed IRS Form 4506-T to the servicer and, when available, a signed copy of his or her most recent tax return. If the borrower is unable to fulfill the tax return requirement, the servicer must submit the Form 4506-T to the IRS for processing. If the borrower provides the required tax return, the servicer must retain the signed Form 4506-T in the borrower's file and may be required to submit it to the IRS if requested to do so by Freddie Mac, the program compliance agent. In addition, a servicer should continue to follow its standard practices for fraud control, which may include submitting the IRS Form 4506-T in specified circumstances. Any conflicts that arise should be addressed in accordance with guidance provided by Freddie Mac.

Q14. Can income of a household member not on the original note be used in the income calculations to qualify for the modification? If so, would it require that the person be added to the Note for the modification?

A borrower has the option of disclosing a household member's income (where the household member is not included on the Note). Servicers should include non-borrower household income in monthly gross income if it is voluntarily provided by the borrower and if there is documentary

evidence that the income has been, and reasonably can continue to be, relied upon to support the mortgage payment. All non-borrower household income included in monthly gross income must be documented and verified by the servicer using the same standards for verifying a borrower's income. The borrower may elect to add a new borrower to the note, but it is not a requirement in order to include the household member's income in the Home Affordable Modification evaluation.

Q15. What action should the servicer take if the tax returns do not align with the paystubs provided?

The servicer should ask the homeowner to explain significant differences between tax returns and income documentation, and document such differences in the servicing system. If the verified documentation reasonably indicates that a borrower is committing fraud, the servicer should not extend the modification.

H. Net Present Value (NPV) Model

Q16. What is the NPV model and what is it used for?

The NPV model determines the NPV outcome (positive or negative) for a given modification. A positive NPV occurs where the discounted value of expected cash flows for the modified loan is higher than the discounted value of expected cash flows for the unmodified loan. The NPV model software tool resides on the servicer Web portal (www.HMPAdmin.com), and is available to all participating servicers of both GSE and non-GSE mortgage loans eligible for a Home Affordable Modification.

Q17. Is there a different NPV model for non-GSE and GSE loans?

The same basic NPV model will be used by each servicer for both non-GSE and GSE loans. However, as discussed below, large servicers will be able to customize the model based on the unique performance of their own portfolios. Additionally, with respect to certain assumptions such as discount rate, servicers may use different values for non-GSE and GSE loans.

Q18. Will every servicer be required to use the same discount rate in calculating NPV?

For GSE loans, servicers will follow GSE guidance with respect to the discount rate. For non-GSE loans, servicers have the option of using the same discount rate for all loans or choosing one discount rate for loans they service for themselves and a different discount rate for loans serviced for all third party investors. The discount rate applied to loans serviced on behalf of third party investors must be at least as high as the discount rate applied to a servicer's held portfolio, but in no event higher than the maximum rate permitted under the HAMP. Program guidelines establish a base discount rate for non-GSE loans equal to the Freddie Mac Primary Mortgage Market Survey (PMMS) rate for 30-year fixed-rate conforming loans. Servicers may add a premium of up to 250 basis points to this rate.

Q19. Can the HAMP modification be pursued if the NPV result is negative?

For non-GSE loans, a servicer is not required to offer the HAMP modification on a loan where the NPV result is negative, but it may do so at its discretion. If the NPV is negative and the servicer

chooses to modify the loan, any principal forbearance amount may not reduce the interest-bearing principal to less than 100 percent of the mark-to-market loan-to-value (LTV) ratio.

For mortgages serviced on behalf of a third party investor for which the modification result is deemed negative, however, the servicer may not perform the modification without express permission of the investor.

Q20. Will servicers be able to build the NPV model into their platform/system? Can they customize the NPV Calculator?

Yes. Detailed business and technology requirements for servicers wishing to install the NPV Calculator on their own systems are forthcoming and will be posted on www.HMPAdmin.com. Net Present Value Model Documentation is available at www.HMPAdmin.com.

Servicers having at least a \$40 billion servicing book will have the option to create a version of the NPV model that uses a set of cure rates and redefault rates estimated based on the experience of their own portfolios. The default model must take into consideration, if feasible, current LTV, current monthly mortgage payment, current credit score, delinquency status, and other loan or borrower attributes. Customized versions of the NPV model must utilize the base NPV model values for variables such as home price projections and foreclosure and REO timelines and costs. These values are posted on www.HMPAdmin.com, and will be periodically updated.

Q21. NEW How soon after release of a new version of the Making Home Affordable NPV model or after signing a Servicer Participation Agreement must a servicer begin to use the new base NPV model?

Currently participating and new servicers will have a grace period of 30 calendar days to implement the next version of the Making Home Affordable (MHA) Net Present Value Base Model v2.0, after it is released sometime in the second quarter of 2009. The 30-day grace period will start on the date the business requirements for Base Model v2.0 are published at www.HMPAdmin.com. Up to the release of Base Model v2.0 and during the grace period, servicers are permitted to use their own NPV models or the prior version of the MHA base NPV model to make determinations and will be considered in full compliance with program guidelines based on the results of those models. After the grace period, servicers must use either the most recent version of the base MHA Net Present Value Model or a customized version that meets the requirements for customization outlined in the model documentation. Currently, customization is permitted only for the discount rate, up to a maximum of 250 basis points over the weekly Freddie Mac Primary Mortgage Market Survey (PMMS) rate, and for the default and re-default rates.

Q22. Will mortgage insurance (MI) be considered in the NPV model?

Yes. MI is considered in calculating the net present value of both the modified and unmodified loan. MI payments reduce investor losses in the event of a default for both of these scenarios. In addition, partial MI claims can be entered to increase the value of the modification to the investor.

I. Reporting Requirements

Q23. When will reporting requirements, including the key data points, be available for servicers? What type of reporting format/medium will be required?

Servicers must begin providing loan level data to Fannie Mae, the program administrator, when a HAMP loan enters a Trial Period. Details on the required loan level data for these reporting requirements are provided in the "HAMP Data Dictionary" available at www.HMPadmin.com.

J. Trial Period

Q24. Must foreclosure be suspended during the Trial Period?

Except in "foreclosure restart states" as described in Q25 below, any foreclosure sale must be suspended and no new foreclosure action may be initiated during the Trial Period, including any period of time between the borrower's execution of the Trial Period Plan and the Trial Period Plan effective date. Foreclosure actions may not be initiated or restarted until the borrower has failed the Trial Period Plan and the borrower has been considered and found ineligible for other available foreclosure prevention options.

Q25. What is success or failure under a Trial Period Plan?

The Trial Period Plan is considered to be successful if the borrower has made all of the Trial Period Plan payments no later than the 30th day from the due date of the last Trial Period Plan payment. If the servicer has not received all Trial Period Plan payments by this deadline, the borrower has failed the Trial Period and is not eligible for a permanent loan modification under the HAMP. The servicer must consider the borrower for other foreclosure prevention alternatives, including pre-foreclosure sales and deeds in lieu of foreclosure, as appropriate.

Q26. What rules apply to loans that were in active foreclosure in foreclosure restart states prior to initiation of the Trial Period Plan? Will borrowers be considered to have failed the Trial Period Plan if they are not current at the time the foreclosure sale is scheduled? How could such borrowers be current if foreclosure was already in process?

Due to unique foreclosure law requirements in Georgia, Hawaii, Missouri, and Virginia, borrowers in these states who were in active foreclosure prior to executing a Trial Period Plan will be considered to have failed the Trial Period Plan and servicers may proceed with the foreclosure if the borrower has not made all required Trial Period payments through the end of the month preceding the month in which the foreclosure sale is scheduled to occur.

Q27. When a borrower is placed in a Trial Period Plan, does the loan information need to be changed on the servicer's system and the investor's system to reflect the Trial Period terms?

No, scheduled loan terms in servicing systems should not be modified during the Trial Period. However, servicers must follow the requirements for reporting to the credit reporting agencies during the Trial Period as set forth in Supplemental Directive 09-01 and discussed below in Q28.

Q28. How should borrower payments be reported to credit reporting agencies during the Trial Period?

Servicers should continue to report a "full file" status report to the four major credit reporting agencies while evaluating a borrower for program eligibility and during the Trial Period Plan. If a borrower is current when they enter the Trial Period, the servicer should report the borrower current but on a modified payment if the borrower makes timely payments by the 30th day of each Trial Period month at the modified amount during the Trial Period. If a borrower is delinquent when they enter the Trial Period, the servicer should continue to report in such a manner that accurately reflects the borrower's delinquency and workout status following usual and customary reporting standards.

In both cases the servicer should report the modification when it becomes final.

K. Valuation

Q29. Why is an automated valuation model (AVM) generated property valuation necessary and when does such a valuation become stale?

The AVM generated property valuation is an input to the NPV calculator. The valuation cannot be older than 90 days at the time of eligibility testing.

Q30. What is considered a reliable confidence score for an AVM?

Servicers relying on their internal AVM should establish reasonable confidence scores. Confidence scores that are deemed reasonable by bank examiners are also considered reasonable for purposes of this program. For GSE AVMs, each GSE will communicate guidance on reasonable confidence scores.

Q31. If a broker price opinion (BPO) is utilized, will an exterior inspection be sufficient or is an interior/exterior inspection with photos required?

Where BPOs are utilized, exterior-only inspections are sufficient.

L. Verification

Q32. If one of the borrowers on the loan is non-responsive (will not supply income documentation and will not sign a Home Affordable Modification Agreement), can the HAMP modification proceed with the remaining borrower who is residing in the household, as long as the HAMP modification does not have to be recorded?

Unless a borrower or co-borrower is deceased or a borrower and a co-borrower are divorced, all parties who signed the original loan documents or their duly authorized representative(s) must execute the HAMP documents. If a borrower and a co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property is not required to execute the HAMP documents. Servicers may evaluate requests on a case-by-case basis when the borrower is unable to sign due to circumstances such as mental incapacity, military deployment, etc.

M. Standard Modification Waterfall Questions

Q33. If a Pooling and Servicing Agreement (“PSA”) does not allow for a step in the waterfall and the servicer skips it, is the loan no longer eligible for HAMP incentives?

If the PSA prohibits the servicer from taking a modification step, the servicer should make reasonable efforts to seek a waiver from the applicable investor. If a waiver is not granted, the servicer may seek an exception to the Standard Modification Waterfall from Fannie Mae in its capacity as financial agent of the United States.

Q34. May a servicer extend the term before reducing the interest rate if the servicer believes the outcome is better for the borrower?

Servicers must follow the waterfall steps sequentially as outlined by Supplemental Directive 09-01. The interest rate must be fully reduced to 2 percent prior to any term extension. However, servicers are not precluded under the HAMP from agreeing to a modification where additional principal forbearance is substituted for extending the term as needed to achieve the target monthly mortgage payment ratio of 31 percent, as long as the modification otherwise complies with HAMP requirements. In this case, borrower, servicer and investor incentive / reimbursement payments will be paid on modification terms that reflect the target monthly mortgage payment ratio and standard modification terms.

Q35. Can servicers agree to a rate below 2 percent or fix the reduced rate for the life of the loan?

Yes. Servicers are not precluded under the HAMP from agreeing to a modification where the interest rate is less than 2 percent or does not step up after five years. However, borrower, servicer and investor incentive/reimbursement payments for these modifications will be paid based on modification terms that reflect the target monthly mortgage payment ratio and standard modification terms.

Q36. Where can the servicer obtain the Freddie Mac Primary Mortgage Market Survey rate?

The Freddie Mac Primary Mortgage Market Survey rate (PMMS) is the conventional mortgage rate published in the Federal Reserve’s H.15 bulletin. The weekly PMMS rate is available on the Freddie Mac home page at www.freddiemac.com.

Q37. Is there a limit to the balloon payment on the end? Is there a maximum amount?

The NPV test will drive the maximum amount a servicer may forbear under the HAMP. If the NPV is negative and the servicer chooses to modify the loan, the principal forbearance may not reduce the interest-bearing principal to less than 100 percent of the mark-to-market LTV ratio.

N. Good Standing

Q38. What does it mean to be in Good Standing?

A borrower who does not become 3 months delinquent is considered to have good standing in the program.

Q39. If there is a 30-60 day delinquency during the year, will the incentive payments still accrue?

Borrower "pay for success" principal balance reduction payments will accrue as long as the borrower is current and makes his or her monthly payment on time (the payment is made by the last day of the month in which the payment is due). For example, if the borrower is current and makes 10 out of 12 payments on time, he or she will be credited for 10/12 of the annual incentive payment as long as the loan is in good standing at the time the annual incentive is paid. A borrower whose loan is delinquent on a rolling 30- or 60-day basis will not accrue annual incentive payments.

Servicer "pay for success" fees will be paid annually as long as the loan is in good standing at the time the annual incentive is paid.

Q40. How does a borrower lose good standing?

If a borrower misses three payments following execution of a HAMP (three monthly payments are due and unpaid on the last day of the third month), the loan is no longer considered to be in "good standing". A loan that is not in good standing permanently loses eligibility to receive further incentives and reimbursements under the program. Undisbursed payments to borrowers, servicers and investors, even if accrued, will not be made. Once lost, good standing cannot be restored and eligibility for incentives and interest reimbursements cannot be reclaimed, even if the borrower fully cures the delinquency.

Q41. Is a borrower that has failed a HAMP modification eligible for another HAMP modification?

No. A borrower that fails under HAMP is not eligible for another Home Affordable Modification. However, the servicer must work with the borrower to attempt to cure the delinquency. If a cure is not possible, the servicer must consider the borrower for any other home retention loss mitigation options that may be available. If those options are unsuccessful, the Servicer must consider the borrower for a short sale or deed-in-lieu when applicable.



MAKING HOME AFFORDABLE

BORROWER FREQUENTLY ASKED QUESTIONS

UPDATED MARCH 18, 2009

What is "Making Home Affordable" all about?

Making Home Affordable is part of President Obama's comprehensive strategy to get the housing market back on track. Through the Making Home Affordable Program, up to 9 million American families may be eligible to refinance or modify their loans to a payment that is affordable now and into the future.

HOME AFFORDABLE REFINANCE

1. I'm current on my mortgage. Will the Home Affordable Refinance help me?

Eligible borrowers who are current on their mortgages but have been unable to take advantage of today's lower interest rates because their homes have decreased in value, may now have the opportunity to refinance. Through the Home Affordable Refinance Program, Fannie Mae and Freddie Mac will allow the refinancing of mortgage loans that they own or that they placed in mortgage backed securities.

2. How do I know if I am eligible?

You may be eligible if:

- You are the owner occupant of a one to four unit home,
- The loan on your property is owned or securitized by Fannie Mae or Freddie Mac (Don't know? See below),
- At the time you apply, you are current on your mortgage payments (current means that you haven't been more than 30-days late on your mortgage payment in the last 12 months or, if you have had the loan for less than 12 months, you have never missed a payment),
- You believe that the amount you owe on your first mortgage is about the same or slightly less than the current value of your house,
- You have income sufficient to support the new mortgage payments, and
- The refinance improves the long term affordability or stability of your loan.

3. How do I know if the refinance will improve the long term affordability or stability of my loan?

Your lender will give you a "Good Faith Estimate" that includes your new interest rate, mortgage payment and the amount you will pay over the life of the loan. Compare this to your current loan terms. If it is not an improvement, refinancing may not be right for

you. Also consider that refinancing from an adjustable rate to a fixed rate loan or eliminating higher risk loan terms such as interest only payments or balloon payments may also provide long term stability.

4. How do I know if my loan is owned or has been securitized by Fannie Mae or Freddie Mac?

You should call your mortgage lender or servicer (the organization to whom you make your monthly mortgage payments) and ask about the program.

Both Fannie Mae and Freddie Mac have established toll-free telephone numbers and web submission processes to make this data available. Borrowers will provide or enter information to determine if either agency owns or securitized the loan. This information is not a guarantee of eligibility for the refinance program, as other qualifying criteria must also be met.

- For Fannie Mae,
 - 1-800-7FANNIE (8am to 8pm EST).
 - www.fanniemae.com/loanlookup
- Freddie Mac
 - 1-800-FREDDIE (8am to 8pm EST)
 - www.freddiemac.com/mymortgage

5. I owe more than my property is worth. Do I still qualify to refinance under the Making Home Affordable Program?

Eligible loans will include those where the first mortgage will not exceed 105% of the current market value of the property. For example, if your property is worth \$200,000 but you owe \$210,000 or less on your first mortgage you may qualify. The current value of your property will be determined after you apply to refinance.

6. I have both a first and a second mortgage. Do I still qualify to refinance under Making Home Affordable?

As long as the amount due on the first mortgage is less than 105% of the value of the property, borrowers with more than one mortgage may be eligible for a Home Affordable Refinance. Your eligibility will depend, in part, on agreement by the lender that has your second mortgage remain in a second position, and on your ability to meet the new payment terms on the first mortgage.

7. Will refinancing lower my payments?

The objective of the Home Affordable Refinance is to provide creditworthy borrowers who have shown a commitment to paying their mortgage, the opportunity to get into a mortgage with payments that are affordable today and sustainable for the life of the loan. Borrowers whose mortgage interest rates are much higher than the

current market rate should see an immediate reduction in their payments.

Borrowers who are paying interest only, or who have a low introductory rate that will increase in the future, may not see their current payment go down if they refinance to a fixed rate and payment. These borrowers, however, could save a great deal over the life of the loan by avoiding future mortgage payment increases. When you submit a loan application, your lender will give you a "Good Faith Estimate" that includes your new interest rate, mortgage payment and the amount that you will pay over the life of the loan. Compare this to your current loan terms. If it is not an improvement, a refinancing may not be right for you.

8. What are the interest rate and other terms of this refinance offer?

The rate will be based on market rates in effect at the time of the refinance and any associated points and fees quoted by the lender. Interest rates may vary across lenders and over time as market rates adjust. The refinanced loans will have no prepayment penalties or balloon payments.

9. Will refinancing reduce the amount that I owe on my loan?

No. The objective of the Home Affordable Refinance is to help borrowers get into more affordable loans. Refinancing will not reduce the principal amount you owe to the first mortgage holder or any other debt you owe. However, refinancing should save you money by reducing the amount of interest that you pay over the life of the loan.

10. Can I get cash out to pay other debts?

No. However, borrowers whose loans are owned or securitized by Fannie Mae may be eligible to finance all closing costs and obtain a small amount of cash (2% of the mortgage amount not to exceed \$2,000) through the refinance if there is sufficient equity. For borrowers whose loans are owned or securitized by Freddie Mac, transaction costs (not to exceed \$2,500) such as the cost of an appraisal or title report, may be included in the refinanced amount.

11. How do I apply for a Home Affordable Refinance?

You should call your mortgage servicer or lender and ask about the Home Affordable Refinance application process. The number is on your monthly mortgage bill or coupon book. Please be patient. Lenders and servicers are implementing the program now and it may take time before they are ready to process all applications. In the meantime, it will help your lender and speed up the application process if you gather some information and documents before you call.

Additionally, beginning April 4, 2009, borrowers whose loans are owned or securitized by Fannie Mae may also apply through any Fannie Mae approved lender.

Nearly all major banks and mortgage brokers are approved to work with Fannie Me. Ask the lender you choose if it is authorized to provide a Home Affordable Refinance.

12. What documentation will I need?

It will help your lender if you gather some information and documents before you call. You will need:

- Information about the monthly gross (before tax) income of all the borrowers on your loan, including recent pay stubs if you receive them or documentation of income you receive from other sources.
- Your most recent income tax return.
- Information about any second mortgage on the house.
- Account balances and minimum monthly payments due on all of your credit cards.
- Account balances and monthly payments on all your other debts such as student loans and car loans.

13. I am delinquent on my mortgage. Will I qualify for a Home Affordable Refinance?

No. Borrowers who are currently delinquent or have been 30 days overdue more than once during the past 12 months will not qualify. You should contact your servicer to see if a Home Affordable Modification is an option for you.

14. Will I need mortgage insurance?

If your existing loan has private mortgage insurance, you will need the same amount of insurance coverage for the refinanced loan. If your existing loan does not have private mortgage insurance it will not be required as part of the Home Affordable Refinance.

15. How long will the Home Affordable Refinance be available?

The program expires on June 10, 2010. Your refinance transaction must be closed and funded on or before that date.

HOME AFFORDABLE MODIFICATIONS

1. Can Making Home Affordable help me if my loan is not owned or securitized by Fannie Mae or Freddie Mac?

Yes. Making Home Affordable offers help to borrowers who are struggling to keep their loans current or who are already behind on their mortgage payments. By providing mortgage servicers with financial incentives to modify existing first mortgages, the Treasury hopes to help as many as 3 to 4 million homeowners avoid foreclosure regardless of who owns or services the mortgage.

2. How do I know if I qualify for a Home Affordable Modification?

To apply for a Home Affordable Modification, you must:

- Be an owner-occupant in a one to four unit property,
- Have an unpaid principal balance that is equal to or less than \$729,750 for one unit properties (there is a higher limit for two to four unit properties - consult your servicer),
- Have a loan that was originated on or before January 1, 2009,
- Have a mortgage payment (including taxes, insurance, and home owners association dues) that is more than 31% of your gross (pre-tax) monthly income, and
- Have a mortgage payment that is not affordable, perhaps because of a significant change in income or expenses.

If you answered YES to all of these questions, you may be eligible to apply for a Home Affordable Modification. Only your servicer will be able to tell you if you qualify.

3. Do I need to be behind on my mortgage payments to be eligible for a Home Affordable Modification?

No. Responsible borrowers who are struggling to remain current on their mortgage payments are eligible if they are at risk of imminent default, for example, because their mortgage payment has recently increased to a level that is not affordable. If you have had or anticipate a significant increase in your mortgage payment or you have had a significant reduction in income or have experienced some other hardship that makes you unable to pay your mortgage, contact your servicer. You will be required to document your income and expenses and provide evidence of the hardship or change in your circumstances.

4. I have a second mortgage. Am I still eligible?

Yes, but only the first mortgage is eligible for a modification.

5. How do I know if my servicer is participating? Are all servicers required to participate?

Servicer participation in the program is voluntary. However, the government is offering substantial incentives to servicers and investors, and it is expected that most major servicers will participate. Participating servicers will sign a contract with Treasury's financial agent, through which they agree to review every potentially eligible borrower who calls or writes asking to be considered for the program.

As contracts are signed, a list of participating servicers will be available on the Internet at www.makinghomeaffordable.gov.

6. What will my servicer do to determine if I qualify?

If you report a hardship, your servicer will:

- Determine whether your loan meets the minimum eligibility criteria (owner occupied, originated on or before January 1, 2009, unpaid principal balance equal to or less than \$729,750). If yes
- Ask about current income, assets and expenses as well as the specific circumstances relating to the hardship to determine if you will be unable to make your mortgage payment. (Your servicer may initially accept verbal information about your income and expenses, but eventually you will need to provide proof in the form of tax returns, pay stubs and other evidence).
- Determine if your monthly first lien mortgage payment is more than 31% (approximately 1/3) of your gross or pre-tax monthly income. If yes:
- Add past due charges (interest, taxes, insurance and costs that your lender paid to other parties on your behalf – but not late fees, those must be waived) to the loan balance.
- Determine how much of an interest rate reduction will be required to get your first mortgage payment down to a point where it is no more than 31% of your gross monthly income.
- Apply a value test to determine if the cost of the modification (including the government's incentive payments) is less costly for the investor than not modifying the loan (loans held by borrowers who have a lot of equity or whose incomes are very low in relation to the value of their homes probably will not pass this value test). If yes:
- Put you on a trial modification for three months at the new interest rate and payment level.
- If you successfully make the payments and are current at the end of the trial period, your servicer will execute a permanent modification agreement that will lower your interest rate to a fixed rate for five years, and then capped at a low rate for the remaining life of the loan.

NOTE: You will be required to sign the modification agreement and other documents

and attest that all of the information you provided to your servicer was true and accurate. Misrepresenting any information required for the Home Affordable Modification is a violation of Federal Law and has serious consequences.

7. What happens after five years?

If the modified interest rate is below the market rate, the modified rate will be fixed for a minimum of five years as specified in your modification agreement. Beginning in year six, the rate may increase no more than one percentage point per year until it reaches the rate cap indicated in your modification agreement. The cap is equal to the prevailing market interest rate on the date the modification is finalized as published by Freddie Mac based on a survey of its customers. This cap means that your rate can never be higher than the market rate on the day your loan was modified. If the modified rate is at or above the prevailing market rate, as defined above, the modified rate will be fixed for the life of the loan.

8. Will the modified loan include property taxes and homeowners insurance?

Yes. The modification payment will include a monthly amount to be set aside (escrowed) to pay taxes and insurance when they become due. This escrow is required even if your prior loan did not include an escrow.

9. How low can my interest rate go?

Treasury is providing incentives to your investor to write the interest down to as low as 2%, if necessary to get to a payment that you can afford based on your income.

10. What happens if that is not enough to get to an affordable payment?

If a 2% interest rate does not result in a payment that is affordable (no more than 31% of your gross monthly income), your servicer will:

- First try to extend your payment term. At the servicer's option your payments could be extended out to 40 years.
- If that is still not sufficient your servicer may defer repayment on a portion of the amount you owe until a later time. This is called a principal forbearance.
- A portion of the debt could also be forgiven. This is optional on the part of the investor. There is no requirement for principal forgiveness.

11. Could I end up with a balloon payment?

Yes. If your servicer determines that a principal forbearance is required to get your monthly payment to an affordable level, the amount of the forbearance, say for example this was \$20,000, would be subtracted from the amount used to calculate your monthly mortgage payment, but you would still owe the money. You would have a \$20,000 balloon payment that had no interest and was not due until you paid off your loan,

refinanced or sold your house.

12. What happens if I am unable to make payments during the trial period?

Borrowers who are unable to make three payments by the end of the trial period are not eligible for a Home Affordable Modification. However, you may be eligible for other foreclosure prevention options offered by your servicer.

13. How much will a modification cost me?

Borrowers who are behind on payments or at risk of imminent default often do not have cash to pay for the expenses of a loan modification. Borrowers who qualify for a Home Affordable Modification will never be required to pay a modification fee or pay past due late fees. If there are costs associated with the modification, such as payment of back taxes, your servicer will give you the option of adding them to the amount you owe on your mortgage or paying some or all of the expenses in advance. Paying these expenses in advance will reduce your new monthly payment and save interest costs over the life of your loan.

If you would like assistance from a HUD-approved housing counseling agency or are referred to a counselor as a condition of the modification, you will not be charged a counseling fee. Borrowers should beware of any organization that attempts to charge an upfront fee for housing counseling or modification of a delinquent loan, or any organization that claims to guarantee success.

14. Is housing counseling required under this program?

Borrowers, especially delinquent borrowers, are strongly encouraged to contact a HUD-approved housing counselor to help them understand all of their financial options and to create a workable budget plan. These services are free. However, housing counseling is only required for borrowers whose total monthly debts are very high in relation their incomes. It is voluntary for other applicants.

When you apply for a Home Affordable Modification, your servicer will analyze your monthly debts, including the amount you will owe on the new mortgage payment after it is modified, as well as payments on a second mortgage, car loans, credit cards or child support. If the sum of all of these recurring monthly expenses is equal to or more than 55% of your gross monthly income, you must agree to participate in housing counseling provided by a HUD-approved housing counselor as a condition of getting the modification.

15. I heard the government was providing a financial incentive to borrowers. Is that true?

Yes. Borrowers who make timely payments on their modified loans will receive success incentives. For every month you make a payment on time, Treasury will pay an incentive

that reduces the principal balance on your loan. The incentive will be applied directly to your loan balance annually and over five years the total principal reduction could add up to \$5,000. This contribution by the Treasury will help you build equity faster.

16. I do not live in the house that secures the mortgage I'd like to modify. Is this mortgage eligible for a Home Affordable Modification?

No. For example, if you own a house that you use as a vacation home or that you rent out to tenants, the mortgage on that house is not eligible. If you used to live in the home but you moved out, the mortgage is not eligible. Only the mortgage on your primary residence is eligible. The mortgage servicer will check to see if the dwelling is your primary residence. Misrepresenting your occupancy in order to qualify for this program is a violation of Federal law and may have serious consequences.

17. I have a mortgage on a duplex. I live in one unit and rent the other. Will I still be eligible?

Yes. Mortgages on two, three and four unit properties are eligible as long as you live in one unit as your primary residence.

18. I owe more than my house is worth. Will a Home Affordable Modification reduce what I owe?

The primary objective of the Making Home Affordable Program is to help borrowers avoid foreclosure by modifying troubled loans to achieve a payment the borrower can afford. Investors may, but are not required to, offer principal reductions. It is more likely that your servicer will use interest rate reductions in order to make your payment affordable.

19. I have an FHA loan. Can it be modified under the making Home Affordable Program? Are all loans eligible?

Most conventional loans including prime, subprime and adjustable loans, loans owned by Fannie Mae, Freddie Mac and private lenders and most loans in mortgage backed securities are eligible for a Home Affordable Modification. The Administration is working with the Congress to enact legislation that will allow FHA and VA to offer modifications consistent with Making Home Affordable in the near future. Currently loans insured or guaranteed by these agencies are being modified under other programs that also enable borrowers to retain homeownership.

20. How do I apply for a modification under the Making Home Affordable Plan?

If you meet the general eligibility criteria for the program, you should gather the financial documentation that your servicer will need to determine if you qualify. Once you have this information, you should call your mortgage servicer and ask to be considered for a

Home Affordable Modification. The number is on your monthly mortgage bill or coupon book.

If your loan is current, please be patient as it may take some time before servicers are able to process all applications. However, servicers immediately can begin reviewing the eligibility of borrowers.

If you would like to speak to a housing counselor you can call **1-888-995-HOPE (4673)**. HUD-approved housing counselors can help you evaluate your income and expenses and understand your options. This counseling is FREE.

If you have already missed one or more mortgage payments and have not yet spoken to your servicer call them immediately.

21. What information and documents will I need?

It will help your servicer and speed processing of your application if you gather some information and documents before you call. For all borrowers on your loan, you will need:

- Information about monthly gross income, including recent pay stubs if the borrowers are salaried and receive them and documentation of any income received from other sources.
- Most recent income tax return.
- Information about assets.
- Information about any second mortgage on the house.
- Account balances and minimum monthly payments due on all credit cards.
- Account balances and monthly payments on all other debts such as student loans and car loans.
- A letter describing why your mortgage is unaffordable (i.e. what caused your income(s) to be reduced or expenses to be increased).

22. How long will the Home Affordable Modification Program be available?

The program expires on December 31, 2012. Your trial modification must be in place by that date.

23. My loan is scheduled for foreclosure soon. What should I do?

Many servicers have made a commitment to postpone foreclosure sales on all mortgages that meet the minimum eligibility criteria for a Home Affordable Modification until those loans can be fully evaluated.

However, borrowers whose loans have been scheduled for foreclosure or any borrower that has missed one or more mortgage payments and has not yet spoken to their servicer should contact the servicer immediately. Borrowers may also contact a HUD-approved housing counselor by calling **1-888-995-HOPE (4673)**.

WHAT ELSE DO I NEED TO KNOW?

1. Who is my “loan servicer”? Is that the same as my lender or investor?

Your loan servicer is the financial institution that collects your monthly mortgage payments and has responsibility for the management and accounting of your loan. Your servicer may also be your lender, which means they own your loan, however, many loans are owned by groups of investors.

Traditionally, banks used money deposited in customers' savings accounts to make loans. They held the loans, earning the interest as borrowers repaid over time. Banks were thus limited in the number of loans they could make because they had to wait to make new ones until savings deposits grew or existing borrowers repaid their loans. Many families who wanted to own a home were unable to do so because there was not a steady supply of money to lend.

Over time, banks started to turn loans into cash by pooling large groups of loans together to create mortgage backed securities that could be sold to investors such as pension funds and hedge funds. The investors get the right to collect future payments and the bank gets cash that it can use to make more loans. Investors hire loan servicers to collect payments and interact with customers.

If you have questions about your loan or you are behind on your payments you should call your loan servicer at the number on your payment coupon or monthly mortgage statement.

2. Why does my loan servicer have to ask the investor if they can do a loan modification?

If the organization that services your loan does not own it, your servicer may need to get permission from the owner or investor before they can change any of the terms of your loan. Generally, there is a contract between the servicer and the investor that states what kind of actions the servicer is allowed to take. Most of these contracts, called pooling and servicing agreements (PSAs), give the servicer a lot of leeway to make modification decisions, so long as the modification provides a better financial outcome for the investor than not modifying the loan.

3. What should I do if my servicer tells me that the investor is not participating in Making Home Affordable?

As contracts with servicers and investors are signed, the list of participants will be posted at <http://www.makinghomeaffordable.gov/>. Borrowers should check first to see if their servicer is listed. If so, you should call your servicer back and ask to speak to a supervisor or you may contact a HUD-approved housing counselor for assistance. If your servicer or investor is not participating in the program, you should ask your servicer or a housing counselor about other workout options that may be available.

BEWARE OF FORECLOSURE RESCUE SCAMS – HELP IS FREE!

- There should never be a fee for assistance with or information about the Making Home Affordable Program.
- Beware of any person or organization that asks you to pay an upfront fee in exchange for a counseling service or modification of a delinquent loan. Do not pay – walk away!
- Beware of anyone who says they can “save” your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.



Administrative Website for Servicers

Home Affordable Modification Program

Administered by

[About the Program](#) | [Become a Participating Servicer](#) | [Program Specifics](#) | [Modification Documents](#) |You are here: [Home](#)

Providing the tools you need to help America's homeowners

This site provides mortgage servicers the information & tools needed to participate in the Treasury Department's Home Affordable Modification Program (HMP).

To familiarize yourself with the program, please review the following documents that provide an overview of the guidelines and tools:

Training Presentation

A self-guided tutorial that provides an overview of the Home Affordable Modification Program, systems used, and resources available on this website.

Servicer Participation Agreement

Template of the agreement servicers need to sign to participate in the HMP for loans that are not owned, securitized or guaranteed by Fannie Mae or Freddie Mac.

Supplemental Directive 09-01 – Home Affordable Modification Guidelines

Additional guidance to servicers for adoption and implementation of the Home Affordable Modification Program for non-GSE mortgages.

Supplemental Directive 09-01 ✓

Frequently Asked Questions (Updated May 22, 2009) ✓

Supplemental Directive 09-02 - Home Affordable

Modification Guidelines

Additional guidance to servicers regarding the collection of race, ethnicity and sex of borrowers involved in potential loan modifications under the HMP.

HMP Data Reporting Resources

HMP Servicer Reporting Requirements

The HMP Servicer Reporting Requirements describes the HMP data that servicers are required to provide to Fannie Mae, the HMP Program Administrator. It includes information for loan set up on the HMP reporting system, submitting periodic trial and monthly loan-level modification data, and the data elements required for each step of the loan modification transaction and reporting process.

HMP Data Dictionary (.xls)

Participating Servicer

LOGIN NOW

What's an Approved Participating Servicer

A servicer that has taken the necessary steps required to participate in the HMP via the tools on this site. To become an approved participating servicer, get started by completing the HMP Registration Form.

GET STARTED NOW

If you need help or would like more information, please visit the support page.

The catalogue of all mandatory data elements and associated metadata for the Program, including the business names, business definitions, allowable values, and data types; it also defines the functional areas where the data elements are being used.

NPV Overview

The NPV Overview describes an illustrative base NPV model that meets the specifications put forward under the Making Home Affordable Program.

To become an approved participating servicer and take advantage of the incentives provided by the program, get started now.

[About the Program](#) | [Become a Participating Servicer](#) | [Program Specifics](#) | [Modification Documents](#) | [Support](#)

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Home Affordable Modification Program

Supplemental Directive 09-01

April 6, 2009

Introduction of the Home Affordable Modification Program

Background

On February 18, 2009, President Obama announced the Homeowner Affordability and Stability Plan to help up to 7 to 9 million families restructure or refinance their mortgages to avoid foreclosure. As part of this plan, the Treasury Department (Treasury) announced a national modification program aimed at helping 3 to 4 million at-risk homeowners – both those who are in default and those who are at imminent risk of default – by reducing monthly payments to sustainable levels. On March 4, 2009, the Treasury issued uniform guidance for loan modifications across the mortgage industry. This Supplemental Directive provides additional guidance to servicers for adoption and implementation of the Home Affordable Modification program (HMP) for mortgage loans that are not owned or guaranteed by Fannie Mae or Freddie Mac (Non-GSE Mortgages).

Under the HMP, a servicer will use a uniform loan modification process to provide a borrower with sustainable monthly payments. The guidelines set forth in this document apply to all eligible mortgage loans secured by one- to four-unit owner-occupied single-family properties.

In order for a servicer to participate in the HMP with respect to Non-GSE Mortgages, the servicer must execute a servicer participation agreement and related documents (Servicer Participation Agreement) with Fannie Mae in its capacity as financial agent for the United States (as designated by Treasury) on or before December 31, 2009. The Servicer Participation Agreement will govern servicer participation in the HMP program for all Non-GSE Mortgages. Servicers of mortgage loans that are owned or guaranteed by Fannie Mae or Freddie Mac should refer to the HMP announcement issued by the applicable GSE.

The HMP reflects usual and customary industry standards for mortgage loan modifications contained in typical servicing agreements, including pooling and servicing agreements (PSAs) governing private label securitizations. As detailed in the Servicer Participation Agreement, participating servicers are required to consider all eligible mortgage loans unless prohibited by the rules of the applicable PSA and/or other investor servicing agreements. Participating servicers are required to use reasonable efforts to remove any prohibitions and obtain waivers or approvals from all necessary parties in order to carry out any modification under the HMP.

Ex 4

http://hmpadmin.com/docs/Supplemental_Directive_09-01.pdf

To help servicers implement the HMP, this Supplemental Directive covers the following topics:

- HMP Eligibility
- Underwriting
- Modification Process
- Reporting Requirements
- Fees and Compensation
- Compliance

HMP Eligibility

A Non-GSE Mortgage is eligible for the HMP if the servicer verifies that all of the following criteria are met:

- The mortgage loan is a first lien mortgage loan originated on or before January 1, 2009.
- The mortgage loan has not been previously modified under the HMP.
- The mortgage loan is delinquent or default is reasonably foreseeable; loans currently in foreclosure are eligible.
- The mortgage loan is secured by a one- to four-unit property, one unit of which is the borrower's principal residence. Cooperative share mortgages and mortgage loans secured by condominium units are eligible for the HMP. Loans secured by manufactured housing units are eligible for the HMP.
- The property securing the mortgage loan must not be vacant or condemned.
- The borrower documents a financial hardship and represents that (s)he does not have sufficient liquid assets to make the monthly mortgage payments by completing a Home Affordable Modification Program Hardship Affidavit and provides the required income documentation. The documentation supporting income may not be more than 90 days old (as of the date the servicer is determining HMP eligibility).
- The borrower has a monthly mortgage payment ratio of greater than 31 percent.
- A borrower in active litigation regarding the mortgage loan is eligible for the HMP.
- The servicer may not require a borrower to waive legal rights as a condition of the HMP.
- A borrower actively involved in a bankruptcy proceeding is eligible for the HMP at the servicer's discretion. Borrowers who have received a Chapter 7 bankruptcy discharge in a case involving the first lien mortgage who did not reaffirm the mortgage debt under applicable law are eligible, provided the Home Affordable Modification Trial Period Plan and Home Affordable Modification Agreement are revised as outlined in the *Acceptable Revisions to HMP Documents* section of this Supplemental Directive.
- The borrower agrees to set up an escrow account for taxes and hazard and flood insurance prior to the beginning of the trial period if one does not currently exist.
- Borrowers may be accepted into the program if a fully executed Home Affordable Modification Trial Period Plan is in the servicer's possession on December 31, 2012.

- The current unpaid principal balance (UPB) of the mortgage loan prior to capitalization must be no greater than:
 - 1 Unit: \$729,750
 - 2 Units: \$934,200
 - 3 Units: \$1,129,250
 - 4 Units: \$1,403,400

Note: Mortgage loans insured, guaranteed or held by a federal government agency (e.g., FHA, HUD, VA and Rural Development) may be eligible for the HMP, subject to guidance issued by the relevant agency. Further details regarding inclusion of these loans in the HMP will be provided in a subsequent Supplemental Directive.

The HMP documents are available through www.financialstability.gov. Documents include the Home Affordable Modification Trial Period Plan (hereinafter referred to as Trial Period Plan), the Home Affordable Modification Agreement (hereinafter referred to as the Agreement), the Home Affordable Modification Program Hardship Affidavit (hereinafter referred to as the Hardship Affidavit) and various cover letters.

Underwriting

Hardship Affidavit

Every borrower and co-borrower seeking a modification, whether in default or not, must sign a Hardship Affidavit that attests to and describes one or more of the following types of hardship:

1. A reduction in or loss of income that was supporting the mortgage.
2. A change in household financial circumstances.
3. A recent or upcoming increase in the monthly mortgage payment.
4. An increase in other expenses.
5. A lack of sufficient cash reserves to maintain payment on the mortgage and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts and assets that serve as emergency fund – generally equal to three times the borrower's monthly debt payments).
6. Excessive monthly debt payments and overextension with creditors, e.g., the borrower was required to use credit cards, a home equity loan, or other credit to make the mortgage payment.
7. Other reasons for hardship detailed by the borrower.

Note: The borrower is not required to have the Hardship Affidavit notarized.

Reasonably Foreseeable (Imminent) Default

A borrower that is current or less than 60 days delinquent who contacts the servicer for a modification, appears potentially eligible for a modification, and claims a hardship must

be screened for imminent default. The servicer must make a determination as to whether a payment default is imminent based on the servicer's standards for imminent default and consistent with applicable contractual agreements and accounting standards. If the servicer determines that default is imminent, the servicer must apply the Net Present Value test.

In the process of making its imminent default determination, the servicer must evaluate the borrower's financial condition in light of the borrower's hardship as well as inquire as to the condition of and circumstances affecting the property securing the mortgage loan. The servicer must consider the borrower's financial condition, liquid assets, liabilities, combined monthly income from wages and all other identified sources of income, monthly obligations (including personal debts, revolving accounts, and installment loans), and a reasonable allowance for living expenses such as food, utilities, etc. The hardship and financial condition of the borrower shall be verified through documentation.

Documenting the Reason for and Timing of Imminent Default

A servicer must document in its servicing system the basis for its determination that a payment default is imminent and retain all documentation used to reach its conclusion. The servicer's documentation must also include information on the borrower's financial condition as well as the condition and circumstances of the property securing the mortgage loan.

Net Present Value (NPV) Test

All loans that meet the HMP eligibility criteria and are either deemed to be in imminent default (as described above) or 60 or more days delinquent must be evaluated using a standardized NPV test that compares the NPV result for a modification to the NPV result for no modification. If the NPV result for the modification scenario is greater than the NPV result for no modification, the result is deemed "positive" and the servicer **MUST** offer the modification. If the NPV result for no modification is greater than NPV result for the modification scenario, the modification result is deemed "negative" and the servicer has the option of performing the modification in its discretion. For mortgages serviced on behalf of a third party investor for which the modification result is deemed "negative," however, the servicer may not perform the modification without express permission of the investor. If a modification is not pursued when the NPV result is "negative," the servicer must consider the borrower for other foreclosure prevention options, including alternative modification programs, deeds-in-lieu, and preforeclosure sale programs.

Whether or not a modification is pursued, the servicer **MUST** maintain detailed documentation of the NPV model used, all NPV inputs and assumptions and the NPV results.

Fannie Mae has developed a software application for servicers to submit loan files to the NPV calculator. The software application is available on the Home Affordable

Modification servicer web portal accessible through www.financialstability.gov. On this portal, servicers will have access to the NPV calculator tool as well as detailed guidelines for submitting proposed modification data.

Servicers having at least a \$40 billion servicing book will have the option to create a version of the NPV calculator that uses a set of cure rates and redefault rates estimated based on the experience of their own portfolios, taking into consideration, if feasible, current LTV, current monthly mortgage payment, current credit score, delinquency status and other loan or borrower attributes. Detailed guidance on required inputs for custom NPV calculations is forthcoming.

For mortgages serviced on behalf of a third party investor, the servicer must use a discount rate at least as high as the rate used on the servicer's own portfolio, but in no event higher than the maximum rate permitted under the HMP.

To obtain a property valuation input for the NPV calculator, servicers may use either an automated valuation model (AVM), provided that the AVM renders a reliable confidence score, or a broker's price opinion (BPO). A servicer may use an AVM provided by one of the GSEs. As an alternative, servicers may rely on their internal AVM provided that:

- (i) the servicer is subject to supervision by a Federal regulatory agency;
- (ii) the servicer's primary Federal regulatory agency has reviewed the model; and
- (iii) the AVM renders a reliable confidence score.

If a GSE AVM or the servicer AVM is unable to render a value with a reliable confidence score, the servicer must obtain an assessment of the property value utilizing a BPO or a property valuation method acceptable to the servicer's Federal regulatory supervisor. Such assessment must be rendered in accordance with the Interagency Appraisal and Evaluation Guidelines (as if such guidelines apply to loan modifications). In all cases, the property valuation used cannot be more than 90 days old.

Verifying Borrower Income and Occupancy Status

Servicers may use recent verbal financial information obtained from the borrower and any co-borrower 90 days or less from the date the servicer is determining HMP eligibility to assess the borrower's eligibility. The servicer may rely on this information to prepare and send to the borrower a solicitation for the HMP and an offer of a Trial Period Plan. When the borrower returns the Trial Period Plan and related documents, the servicer must review them to verify the borrower's financial information and eligibility – except that documentation of income may not be more than 90 days old as of the determination of eligibility.

As an alternative, a servicer may require a borrower to submit the required documentation to verify the borrower's eligibility and income prior to preparing a Trial Period Plan. Upon receipt of the documentation and determination of the borrower's

eligibility, a servicer may prepare and send to the borrower a letter indicating that the borrower is eligible for the HMP together with a Trial Period Plan.

The borrower will only qualify for the HMP if the verified income documentation confirms that the monthly mortgage payment ratio prior to the modification is greater than 31 percent. The "monthly mortgage payment ratio" is the ratio of the borrower's current monthly mortgage payment to the borrower's monthly gross income (or the borrowers' combined monthly gross income in the case of co-borrowers). The "monthly mortgage payment" includes the monthly payment of principal, interest, property taxes, hazard insurance, flood insurance, condominium association fees and homeowner's association fees, as applicable (including any escrow payment shortage amounts subject to a repayment plan). When determining a borrower's monthly mortgage payment ratio, servicers must adjust the borrower's current mortgage payment to include, as applicable, property taxes, hazard insurance, flood insurance, condominium association fees and homeowner's association fees if these expenses are not already included in the borrower's payment. The monthly mortgage payment does not include mortgage insurance premium payments or payments due to holders of subordinate liens.

With respect to adjustable rate loans where there is a rate reset scheduled within 120 days after the date of the evaluation (a "Reset ARM"), the monthly mortgage payment used to determine eligibility will be the greater of (i) the borrower's current scheduled monthly mortgage payment or (ii) a fully amortizing monthly mortgage payment based on the note reset rate using the index value as of the date of the evaluation (the "Reset Interest Rate"). With respect to adjustable rate loans that reset more than 120 days after the date of the evaluation, the borrower's current scheduled monthly mortgage payment will be used to determine eligibility.

The borrower's "monthly gross income" is the borrower's income amount before any payroll deductions and includes wages and salaries, overtime pay, commissions, fees, tips, bonuses, housing allowances, other compensation for personal services, Social Security payments, including Social Security received by adults on behalf of minors or by minors intended for their own support, and monthly income from annuities, insurance policies, retirement funds, pensions, disability or death benefits, unemployment benefits, rental income and other income. If only net income is available, the servicer must multiply the net income amount by 1.25 to estimate the monthly gross income.

Servicers should include non-borrower household income in monthly gross income if it is voluntarily provided by the borrower and if there is documentary evidence that the income has been, and reasonably can continue to be, relied upon to support the mortgage payment. All non-borrower household income included in monthly gross income must be documented and verified by the servicer using the same standards for verifying a borrower's income.

The servicer may not require a borrower to make an up-front cash contribution (other than the first trial period payment) for the borrower to be considered for the HMP.

The HMP documents instruct the borrower (the term "borrower" includes any co-borrower) to provide the following financial information to the servicer:

If the borrower is employed:

- A signed copy of the most recently filed federal income tax return, including all schedules and forms, if available,
- A signed IRS Form 4506-T (Request for Transcript of Tax Return), and
- Copies of the two most recent paystubs indicating year-to-date earnings.
- For additional income such as bonuses, commissions, fees, housing allowances, tips and overtime, a servicer must obtain a letter from the employer or other reliable third-party documentation indicating that the income will in all probability continue.

If the borrower is self-employed:

- A signed copy of the most recent federal income tax return, including all schedules and forms, if available,
- A signed IRS Form 4506-T (Request for Transcript of Tax Return), and
- The most recent quarterly or year-to-date profit and loss statement for each self-employed borrower.
- Other reliable third-party documentation the borrower voluntarily provides.

Note: For both a salaried or a self-employed borrower, if the borrower does not provide a signed copy of the most recently filed federal income tax return, or if the Compliance Agent so requires, the servicer must submit the Form 4506-T to the IRS to request a transcript of the return.

If the borrower elects to use alimony or child support income to qualify, acceptable documentation includes:

- Photocopies of the divorce decree, separation agreement, or other type of legal written agreement or court decree that provides for the payment of alimony or child support and states the amount of the award and the period of time over which it will be received. Servicers must determine that the income will continue for at least three years.
- Documents supplying reasonably reliable evidence of full, regular and timely payments, such as deposit slips, bank statements or signed federal income tax returns.

If the borrower has other income such as social security, disability or death benefits, or a pension:

- Acceptable documentation includes letters, exhibits, a disability policy or benefits statement from the provider that states the amount, frequency, and duration of the benefit. The servicer must determine that the income will continue for at least three years.
- The servicer must obtain copies of signed federal income tax returns, IRS W-2 forms, or copies of the two most recent bank statements.

If the borrower receives public assistance or collects unemployment:

- Acceptable documentation includes letters, exhibits or a benefits statement from the provider that states the amount, frequency, and duration of the benefit. The servicer must determine that the income will continue for at least nine months.

If the borrower has rental income, acceptable documentation includes:

- Copies of all pages from the borrower's most recent two years of signed federal income tax returns and Schedule E – Supplemental Income and Loss. The monthly net rental income to be calculated for HMP purposes equals 75 percent of the gross rent, with the remaining 25 percent considered vacancy loss and maintenance expense.

A servicer must confirm that the property securing the mortgage loan is the borrower's primary residence as evidenced by the most recent signed federal income tax return (or transcript of tax return obtained from the IRS), a credit report and one other form of documentation that would supply reasonable evidence that the property is the borrower's primary residence (such as utility bills in the borrower's name).

A servicer is not required to modify a mortgage loan if there is reasonable evidence indicating the borrower submitted false or misleading information or otherwise engaged in fraud in connection with the modification.

Standard Modification Waterfall

Servicers are required to consider a borrower for a refinance through the Hope for Homeowners program when feasible. Consideration for a Hope for Homeowners refinance should not delay eligible borrowers from receiving a modification offer and beginning the trial period. Servicers must use the modification options listed below to begin the HMP modification and work to complete the Hope for Homeowners refinance during the trial period.

Servicers must apply the modification steps enumerated below in the stated order of succession until the borrower's monthly mortgage payment ratio is reduced as close as possible to 31 percent, without going below 31 percent (the "target monthly mortgage payment ratio"). If the applicable PSA or other investor servicing agreement prohibits the servicer from taking a modification step, the servicer may seek approval for an exception.

Servicers are not precluded under the HMP from agreeing to a modification that reduces the borrower's monthly mortgage payment ratio below 31% as long as the modification otherwise complies with the HMP requirements. Similarly and where otherwise permitted by the applicable PSA or other investor servicing contract, servicers are not precluded under the HMP from agreeing to a modification where the interest rate does not step up after five years, or where additional principal forbearance is substituted for extending the term as needed to achieve the target monthly mortgage payment ratio of 31%, so long as the modification otherwise complies with HMP requirements. However,

borrower, servicer and investor incentive payments for these modifications will be paid based on modification terms that reflect the target monthly mortgage payment ratio and standard modification terms.

Note: If a borrower has an adjustable-rate mortgage (ARM) or interest-only mortgage, the existing interest rate will convert to a fixed interest rate, fully amortizing loan.

Step 1: Capitalize accrued interest, out-of-pocket escrow advances to third parties, and any required escrow advances that will be paid to third parties by the servicer during the trial period and servicing advances (costs and expenses incurred in performing its servicing obligation, such as those related to preservation and protection of the security property and the enforcement of the mortgage) paid to third parties in the ordinary course of business and not retained by the servicer, if allowed by state law. The servicer should capitalize only those third party delinquency fees that are reasonable and necessary. Fees permitted by Fannie Mae and Freddie Mac for GSE loans shall be considered evidence of fees that would be reasonable for non-GSE loans. Late fees may not be capitalized and must be waived if the borrower satisfies all conditions of the Trial Period Plan.

Step 2: Reduce the interest rate. If the loan is a fixed rate mortgage or an adjustable-rate mortgage, then the starting interest rate is the current interest rate. If the loan is a Reset ARM, the starting interest rate is the Reset Interest Rate.

Reduce the starting interest rate in increments of .125 percent to get as close as possible to the target monthly mortgage payment ratio. The interest rate floor in all cases is 2.0 percent.

- If the resulting rate is below the Interest Rate Cap, this reduced rate will be in effect for the first five years followed by annual increases of one percent per year (or such lesser amount as may be needed) until the interest rate reaches the Interest Rate Cap, at which time it will be fixed for the remaining loan term.
- If the resulting rate exceeds the Interest Rate Cap, then that rate is the permanent rate.

The “Interest Rate Cap” is the Freddie Mac Weekly Primary Mortgage Market Survey (PMMS) Rate for 30-year fixed rate conforming loans, rounded to the nearest 0.125 percent, as of the date that the Agreement is prepared.

Step 3: If necessary, extend the term and reamortize the mortgage loan by up to 480 months from the modification effective date (i.e., the first day of the month following the end of the trial period) to achieve the target monthly mortgage payment ratio. If a term extension is not permitted under the applicable PSA or other investor servicing agreement, reamortize the mortgage loan based upon an amortization schedule of up to 480 months with a balloon payment due at maturity. Negative amortization after the effective date of the modification is prohibited.

Step 4: If necessary, the servicer must provide for principal forbearance to achieve the target monthly mortgage payment ratio. The principal forbearance amount is non-interest

bearing and non-amortizing. The amount of principal forbearance will result in a balloon payment fully due and payable upon the earliest of the borrower's transfer of the property, payoff of the interest bearing unpaid principal balance, or maturity of the mortgage loan. The modified interest bearing balance (i.e., the unpaid principal balance excluding the deferred principal balloon amount) must create a current mark-to-market LTV (current LTV based upon the new valuation) greater than or equal to 100 percent if the result of the NPV test is negative and the servicer elects to perform the modification.

There is no requirement to forgive principal under the HMP. However, servicers may forgive principal to achieve the target monthly mortgage payment ratio on a standalone basis or before any step in the standard waterfall process set forth above. If principal is forgiven, subsequent steps in the standard waterfall may not be skipped. If principal is forgiven and the interest rate is not reduced, the existing rate will be fixed and treated as the modified rate for the purposes of the Interest Rate Cap.

Verifying Monthly Gross Expenses

A servicer must obtain a credit report for each borrower or a joint report for a married couple who are co-borrowers to validate installment debt and other liens. In addition, a servicer must consider information concerning monthly obligations obtained from the borrower either orally or in writing. The "monthly gross expenses" equal the sum of the following monthly charges:

- The monthly mortgage payment, taxes, property insurance, homeowner's or condominium association fee payments and assessments related to the property whether or not they are included in the mortgage payment.
- Any mortgage insurance premiums.
- Monthly payments on all closed-end subordinate mortgages.
- Payments on all installment debts with more than ten months of payments remaining, including debts that are in a period of either deferment or forbearance. When payments on an installment debt are not on the credit report or are listed as deferred, the servicer must obtain documentation to support the payment amount included in the monthly debt payment. If no monthly payment is reported on a student loan that is deferred or is in forbearance, the servicer must obtain documentation verifying the proposed monthly payment amount, or use a minimum of 1.5 percent of the balance.
- Monthly payment on revolving or open-end accounts, regardless of the balance. In the absence of a stated payment, the payment will be calculated by multiplying the outstanding balance by 3 percent.
- Monthly payment on a Home Equity Line of Credit (HELOC) must be included in the payment ratio using the minimum monthly payment reported on the credit report. If the HELOC has a balance but no monthly payment is reported, the servicer must obtain documentation verifying the payment amount, or use a minimum of one percent of the balance.
- Alimony, child support and separate maintenance payments with more than ten months of payments remaining, if supplied by the borrower.

- Car lease payments, regardless of the number of payments remaining.
- Aggregate negative net rental income from all investment properties owned, if supplied by the borrower.
- Monthly mortgage payment for second home (principal, interest, taxes and insurance and, when applicable, leasehold payments, homeowner association dues, condominium unit or cooperative unit maintenance fees (excluding unit utility charges)).

Total Monthly Debt Ratio

The borrower's total monthly debt ratio ("back-end ratio") is the ratio of the borrower's monthly gross expenses divided by the borrower's monthly gross income. Servicers will be required to send the Home Affordable Modification Program Counseling Letter to borrowers with a post-HMP modification back-end ratio equal to or greater than 55 percent. The letter states the borrower must work with a HUD-approved housing counselor on a plan to reduce their total indebtedness below 55 percent. The letter also describes the availability and advantages of counseling and provides a list of local HUD-approved housing counseling agencies and directs the borrower to the appropriate HUD website where such information is located. The borrower must represent in writing in the HMP documents that (s)he will obtain such counseling.

Face-to-face counseling is encouraged; however, telephone counseling is also permitted from HUD-approved housing counselors provided it covers the same topics as face-to-face sessions. Telephone counseling sessions provide flexibility to borrowers who are unable to attend face-to-face sessions or who do not have an eligible provider within their area.

A list of approved housing counseling agencies is available at <http://www.hud.gov/offices/hsg/sfh/hcc/fc/> or by calling the toll-free housing counseling telephone referral service at 1-800-569-4287. A servicer must retain in its mortgage files evidence of the borrower notification. There is no charge to either borrowers or servicers for this counseling.

Mortgages with No Due-on-Sale Provision

If a mortgage that is not subject to a due-on-sale provision receives an HMP, the borrower agrees that the HMP will cancel the assumability feature of that mortgage.

Escrow Accounts

All of the borrower's monthly payments must include a monthly escrow amount unless prohibited by applicable law. The servicer must assume full responsibility for administering the borrower's escrow deposit account in accordance with the mortgage documents and all applicable laws and regulations. If the mortgage loan being considered for the HMP is a non-escrowed mortgage loan, the servicer must establish an escrow deposit account prior to the beginning of the trial period. Servicers who do not

have this capacity must implement an escrow process within six months of signing the Servicer Participation Agreement. However, the servicer must ensure that the trial payments include escrow amounts and must place the escrow funds into a separate account identified for escrow deposits.

Servicers are encouraged to perform an escrow analysis prior to establishing the trial period payment. When performing an escrow analysis, servicers should take into consideration tax and insurance premiums that may come due during the trial period. When the borrower's escrow account does not have sufficient funds to cover an expense and the servicer advances the funds necessary to pay an expense to a third party, the amount of the servicer advance that is paid to a third party may be capitalized.

In the event the initial escrow analysis identifies a shortage – a deficiency in the escrow deposits needed to pay all future tax and insurance payments – the servicer must take steps to eliminate the shortage. Any actions taken by the servicer to eliminate the escrow shortage must be in compliance with applicable laws, rules and regulations, including, but not limited to, the Real Estate Settlement Procedures Act and the Truth in Lending Act.

Compliance with Applicable Laws

Each servicer (and any subservicer it uses) must be aware of, and in full compliance with, all federal, state, and local laws (including statutes, regulations, ordinances, administrative rules and orders that have the effect of law, and judicial rulings and opinions) – including, but not limited to, the following laws that apply to any of its practices related to the HMP:

- Section 5 of the Federal Trade Commission Act, which prohibits unfair or deceptive acts or practices.
- The Equal Credit Opportunity Act and the Fair Housing Act, which prohibit discrimination on a prohibited basis in connection with mortgage transactions. Loan modification programs are subject to the fair lending laws, and servicers and lenders should ensure that they do not treat a borrower less favorably than other borrowers on grounds such as race, religion, national origin, sex, marital or familial status, age, handicap, or receipt of public assistance income in connection with any loan modification. These laws also prohibit redlining.
- The Real Estate Settlement Procedures Act, which imposes certain disclosure requirements and restrictions relating to transfers of the servicing of certain loans and escrow accounts.
- The Fair Debt Collection Practices Act, which restricts certain abusive debt collection practices by collectors of debts, other than the creditor, owed or due to another.

Modification Process

Borrower Solicitation

Servicers should follow their existing practices, including complying with any express contractual restrictions, with respect to solicitation of borrowers for modifications.

A servicer may receive calls from current or delinquent borrowers directly inquiring about the availability of the HMP. In that case, the servicer should work with the borrower to obtain the borrower's financial and hardship information and to determine if the HMP is appropriate. If the servicer concludes a current borrower is in danger of imminent default, the servicer must consider an HMP modification.

When discussing the HMP, the servicer should provide the borrower with information designed to help them understand the modification terms that are being offered and the modification process. Such communication should help minimize potential borrower confusion, foster good customer relations, and improve legal compliance and reduce other risks in connection with the transaction. A servicer also must provide a borrower with clear and understandable written information about the material terms, costs, and risks of the modified mortgage loan in a timely manner to enable borrowers to make informed decisions. The servicer should inform the borrower during discussions that the successful completion of a modification under the HMP will cancel any assumption feature, variable or step-rate feature, or enhanced payment options in the borrower's existing loan, at the time the loan is modified.

Servicers must have adequate staffing, resources, and facilities for receiving and processing the HMP documents and any requested information that is submitted by borrowers. Servicers must also have procedures and systems in place to be able to respond to inquiries and complaints about the HMP. Servicers should ensure that such inquiries and complaints are provided fair consideration, and timely and appropriate responses and resolution.

Document Retention

Servicers must retain all documents and information received during the process of determining borrower eligibility, including borrower income verification, total monthly mortgage payment and total monthly gross debt payment calculations, NPV calculations (assumptions, inputs and outputs), evidence of application of each step of the standard waterfall, escrow analysis, escrow advances, and escrow set-up. The servicers must retain all documents and information related to the monthly payments during and after the trial period, as well as incentive payment calculations and such other required documents.

Servicers must retain detailed records of borrower solicitations or borrower-initiated inquiries regarding the HMP, the outcome of the evaluation for modification under the HMP and specific justification with supporting details if the request for modification

under the HMP was denied. Records must also be retained to document the reason(s) for a trial modification failure. If an HMP modification is not pursued when the NPV result is "negative," the servicer must document its consideration of other foreclosure prevention options. If a borrower under an HMP modification loses good standing, the servicer must retain documentation of its consideration of the borrower for other loss mitigation alternatives.

Servicers must retain required documents for a period of seven years from the date of the document collection.

Temporary Suspension of Foreclosure Proceedings

To ensure that a borrower currently at risk of foreclosure has the opportunity to apply for the HMP, servicers should not proceed with a foreclosure sale until the borrower has been evaluated for the program and, if eligible, an offer to participate in the HMP has been made. Servicers must use reasonable efforts to contact borrowers facing foreclosure to determine their eligibility for the HMP, including in-person contacts at the servicer's discretion. Servicers must not conduct foreclosure sales on loans previously referred to foreclosure or refer new loans to foreclosure during the 30-day period that the borrower has to submit documents evidencing an intent to accept the Trial Period Plan offer. Except as noted herein, any foreclosure sale will be suspended for the duration of the Trial Period Plan, including any period of time between the borrower's execution of the Trial Period Plan and the Trial Period Plan effective date.

However, borrowers in Georgia, Hawaii, Missouri, and Virginia will be considered to have failed the trial period if they are not current under the terms of the Trial Period Plan as of the date that the foreclosure sale is scheduled. Accordingly, servicers of HMP loans secured by properties in these states may proceed with the foreclosure sale if the borrower has not made the trial period payments required to be made through the end of the month preceding the month in which the foreclosure sale is scheduled to occur.

Mortgage Insurer Approval

If applicable, a servicer must obtain mortgage insurer approval for HMP modifications. Servicers should consult their mortgage insurance providers for specific processes related to the reporting of modified terms, payment of premiums, payment of claims, and other operational matters in connection with mortgage loans modified under the HMP.

Executing the HMP Documents

Servicers must use a two-step process for HMP modifications. Step one involves providing a Trial Period Plan outlining the terms of the trial period, and step two involves providing the borrower with an Agreement that outlines the terms of the final modification.

In step one, the servicer should instruct the borrower to return the signed Trial Period Plan, together with a signed Hardship Affidavit and income verification documents (if not previously obtained from the borrower), and the first trial period payment (when not using automated drafting arrangements), to the servicer within 30 calendar days after the Trial Period Plan is sent by the servicer. The servicer is encouraged to contact the borrower before the expiration of the 30-day period if the borrower has not yet responded to encourage submission of the material. The servicer may, in its discretion, consider the offer of a Trial Period Plan to have expired at the end of 60 days if the borrower has not submitted both an executed Trial Period Plan and complete documentation as required under the Trial Period Plan. If the borrower's submission is incomplete, the servicer should work with the borrower to complete the Trial Period Plan submission. Note: The borrower is not required to have the Hardship Affidavit notarized.

Upon receipt of the Trial Period Plan from the borrower, the servicer must confirm that the borrower meets the underwriting and eligibility criteria. Once the servicer makes this determination and has received good funds for the first month's trial payment, the servicer should sign and immediately return an executed copy of the Trial Period Plan to the borrower. Payments made by the borrower under the terms of the Trial Period Plan will count toward successful completion irrespective of the date of the executed copy of the Trial Period Plan.

If the servicer determines that the borrower does not meet the underwriting and eligibility standards of the HMP after the borrower has submitted a signed Trial Period Plan to the servicer, the servicer should promptly communicate that determination to the borrower in writing and consider the borrower for another foreclosure prevention alternative.

In step two, servicers must calculate the terms of the modification using verified income, taking into consideration amounts to be capitalized during the trial period. Servicers are encouraged to wait to send the Agreement to the borrower for execution until after receipt of the second to the last payment under the trial period. Note: the borrower is not required to have the Agreement notarized.

Servicers are reminded that all HMP documentation must be signed by an authorized representative of the servicer and reflect the actual date of signature by the servicer's representative.

Acceptable Revisions to HMP Documents

Servicers are strongly encouraged to use the HMP documents available through www.financialstability.gov. Should a servicer decide to revise the HMP documents or draft its own HMP documents, it must obtain prior written approval from Treasury or Fannie Mae with the exception of the following circumstances:

- The servicer must revise the HMP documents as necessary to comply with Federal, State and local law. For example, in the event that the HMP results in a

principal forbearance, servicers are obligated to modify the uniform instrument to comply with laws and regulations governing balloon disclosures.

- The servicer may include, as necessary, conditional language in HMP offers and modification agreements indicating that the HMP will not be implemented unless the servicer receives an acceptable title endorsement, or similar title insurance product, or subordination agreements from other existing lien holders, as necessary, to ensure that the modified mortgage loan retains its first lien position and is fully enforceable.
- If the borrower previously received a Chapter 7 bankruptcy discharge but did not reaffirm the mortgage debt under applicable law, the following language must be inserted in Section 1 of the Trial Period Plan and Section 1 of the Agreement: "I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement."
- The servicer may include language in the HMP cover letter providing instructions for borrowers who elect to use an automated payment method to make the trial period payments.

Unless a borrower or co-borrower is deceased or a borrower and a co-borrower are divorced, all parties who signed the original loan documents or their duly authorized representative(s) must execute the HMP documents. If a borrower and a co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property is not required to execute the HMP documents. Servicers may evaluate requests on a case-by-case basis when the borrower is unable to sign due to circumstances such as mental incapacity, military deployment, etc. Furthermore, a borrower may elect to add a new co-borrower.

Use of Electronic Records

Electronic records for HMP are acceptable as long as the electronic record complies with applicable law.

Assignment to MERS

If the original mortgage loan was registered with Mortgage Electronic Registration Systems, Inc. (MERS) and the originator elected to name MERS as the original mortgagee of record, solely as nominee for the lender named in the security instrument and the note, the servicer MUST make the following changes to the Agreement:

(a) Insert a new definition under the "Property Address" definition on page 1, which reads as follows:

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns. MERS is the mortgagee under the Mortgage. MERS is organized and existing

under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

(b) Add as section 4.I.:

That MERS holds only legal title to the interests granted by the borrower in the mortgage, but, if necessary to comply with law or custom, MERS (as nominee for lender and lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of lender including, but not limited to, releasing and canceling the mortgage loan.

(c) MERS must be added to the signature lines at the end of the Agreement, as follows:

Mortgage Electronic Registration
Systems, Inc. – Nominee for Lender

The servicer may execute the Agreement on behalf of MERS and, if applicable, submit it for recordation.

Trial Payment Period

Servicers may use recent verbal financial information to prepare and offer a Trial Period Plan. Servicers are not required to verify financial information prior to the effective date of the trial period. The servicer must service the mortgage loan during the trial period in the same manner as it would service a loan in forbearance.

The trial period is three months in duration (or longer if necessary to comply with applicable contractual obligations). The borrower must be current under the terms of the Trial Period Plan at the end of the trial period to receive a permanent loan modification. Current in this context is defined as the borrower having made all required trial period payments no later than 30 days from the date the final payment is due.

The effective date of the trial period will be set forth in the Trial Period Plan. In most cases, the effective date is the first day of the month following the servicer's mailing of the offer for the Trial Period Plan. The trial period extends for two (or more if necessary to comply with applicable contractual obligations) additional payments after the effective date.

Servicers are encouraged to require automated payment methods, such as automatic payment drafting. If automatic payment drafting is required, it must be used by all HMP borrowers, unless a borrower opts out.

If the verified income evidenced by the borrower's documentation exceeds the initial income information used by the servicer to place the borrower in the trial period by more

than 25 percent, the borrower must be reevaluated based on the program eligibility and underwriting requirements. If this reevaluation determines that the borrower is still eligible, new documents must be prepared and the borrower must restart the trial period.

If the verified income evidenced by the borrower's documentation is less than the initial income information used by the servicer to place the borrower in the trial period, or if the verified income exceeds the initial income information by 25 percent or less, and the borrower is still eligible, then the trial period will not restart and the trial period payments will not change; provided, that verified income will be used to calculate the monthly mortgage payment under the Agreement. (If, based on verified income the result of the NPV test is "negative" for modification, the servicer is not obligated to perform the modification.) However, if the servicer determines the borrower is not eligible for the HMP based on verified income, the servicer must notify the borrower of that determination and that any trial period payments made by the borrower will be applied to the mortgage loan in accordance with the borrower's current loan documents.

If a servicer has information that the borrower does not meet all of the eligibility criteria for the HMP (e.g., because the borrower has moved out of the house) the servicer should explore other foreclosure prevention alternatives prior to resuming or initiating foreclosure.

Note that under the terms of the Agreement, trial payments should be applied when they equal a full contractual payment (determined as of the time the HMP is offered).

If the borrower complies with the terms and conditions of the Trial Period Plan, the loan modification will become effective on the first day of the month following the trial period as specified in the Trial Period Plan. However, because the monthly payment under the Agreement will be based on verified income documentation, the monthly payment due under the Agreement may differ from the payment amount due under the Trial Period Plan.

Use of Suspense Accounts and Application of Payments

If permitted by the applicable loan documents, servicers may accept and hold as "unapplied funds" (held in a T&I custodial account) amounts received which do not constitute a full monthly, contractual principal, interest, tax and insurance (PITI) payment. However, when the total of the reduced payments held as "unapplied funds" is equal to a full PITI payment, the servicer is required to apply all full payments to the mortgage loan.

Any unapplied funds remaining at the end of the trial payment period that do not constitute a full monthly, contractual principal, interest, tax and insurance payment should be applied to reduce any amounts that would otherwise be capitalized onto the principal balance.

If a principal curtailment is received on a loan that has a principal forbearance, servicers are instructed to apply the principal curtailment to the interest bearing UPB. If, however, the principal curtailment amount is greater than or equal to the interest bearing UPB, then the curtailment should be applied to the principal forbearance portion. If the curtailment satisfies the principal forbearance portion, any remaining funds should then be applied to the interest bearing UPB.

Recording the Modification

For all mortgage loans that are modified pursuant to the HMP, the servicer must follow investor guidance with respect to ensuring that the modified mortgage loan retains its first lien position and is fully enforceable.

Monthly Statements

For modifications that include principal forbearance, servicers are encouraged to include the amount of the gross UPB on the borrower's monthly payment statement. In addition, the borrower should receive information on a monthly basis regarding the accrual of "pay for performance" principal balance reduction payments.

Redefault and Loss of Good Standing

If, following a successful trial period, a borrower defaults on a loan modification executed under the HMP (three monthly payments are due and unpaid on the last day of the third month), the loan is no longer considered to be in "good standing." Once lost, good standing cannot be restored even if the borrower subsequently cures the default. A loan that is not in good standing is not eligible to receive borrower, servicer or investor incentives and reimbursements and these payments will no longer accrue for that mortgage. Further, the mortgage is not eligible for another HMP modification.

In the event a borrower defaults, the servicer must work with the borrower to cure the modified loan, or if that is not feasible, evaluate the borrower for any other available loss mitigation alternatives prior to commencing foreclosure proceedings. The servicer must retain documentation of its consideration of the borrower for other loss mitigation alternatives.

Reporting Requirements

Each servicer will be required to register with Fannie Mae to participate in the HMP. Fannie Mae will provide an HMP Registration form to facilitate registration.

Additionally, servicers will be required to provide periodic HMP loan level data to Fannie Mae. The data must be accurate, complete, and in agreement with the servicer's records. Data should be reported by a servicer at the start of the modification trial period and during the modification trial period, for loan set up of the approved modification, and

monthly after the modification is set up on Fannie Mae's system. Servicers will be required to submit three separate data files as described below.

Note: The following data files can be delivered through a data collection tool on the servicer web portal available through www.financialstability.gov. Detailed guidelines for submitting data files are available at the servicer web portal. For those servicers who cannot use this process, an alternate process to submit data via a spreadsheet will be made available. More information on the alternative process for submitting data in a spreadsheet will be provided in the future.

Trial Period

Servicers will be required to provide loan level data in order to establish loans for processing during the HMP trial period. See Exhibit A for trial period set up attributes.

In addition, servicers will be required to report activity during the HMP trial period in order to substantiate the receipt of proceeds during the trial period and to record modification details. See Exhibit B for trial period reporting attributes.

Loan Setup

A one time loan set up is required to establish the approved modified HMP loan on Fannie Mae's system. The file layout is the same that is used for establishing loans for processing during the trial period. See Exhibit A for loan set up attributes.

Servicers are required to provide the set up file the business day after the modification closes. The set up file should reflect the status of the loan after the final trial period payment is applied. The set up file will contain data for the current reporting period (e.g., prior month balances).

Monthly Loan Activity Reporting

The month after the loan set up file is provided, servicers must begin reporting activity on all HMP loans on a monthly basis (e.g., loan set up file provided in July, the first loan activity report is due in August for July activity). See Exhibit C for monthly reporting attributes.

The HMP loan activity report (LAR) is due by the 4th business day each month. Servicers will have until the 15th calendar day of each month to clear up any edits and have a final LAR reported to Fannie Mae. The Fannie Mae system will validate that the borrower payment has been made as expected and that the last paid installment (LPI) date is current before accruing the appropriate monthly compensation due.

If a loan becomes past due (the LPI date does not advance), the monthly compensation on that loan will not be accrued. If the loan is brought current, compensation will not be caught up (e.g., if a loan was two months past due, and then the borrower makes the

payments and brings the loan current, the annual compensation provided would be for ten months. The two months of compensation associated with the period of delinquency is not recoverable).

Additional Data Requirements

Additional data elements must be collected and reported as specified in Exhibit D. Some of these elements must be collected for all completed modifications regardless of the date of completion; guidance for collecting these elements will be forthcoming shortly. The requirement to collect these elements for trial modifications and for loans evaluated for a modification will be phased in as specified in Exhibit D.

Reporting to Mortgage Insurers

Servicers must maintain their mortgage insurance processes and comply with all reporting required by the mortgage insurer for loans modified under the HMP. Servicers should consult with the mortgage insurer for specific processes related to the reporting of modified terms, payment of premiums, payment of claims, and other operational matters in connection with mortgage loans modified under the HMP.

Servicers are required to report successful HMP modifications and the terms of those modifications to the appropriate mortgage insurers, if applicable, within 30 days following the end of the trial period and in accordance with procedures that currently exist or may be agreed to between servicers and the mortgage insurers.

Servicers must include the mortgage insurance premium in the borrower's modified payment, and must ensure that any existing mortgage insurance is maintained. Among other things, the servicer must ensure that the mortgage insurance premium is paid. In addition, servicers must adapt their systems to ensure proper reporting of modified loan terms and avoid impairing coverage for any existing mortgage insurance. For example, in the event that the modification includes principal forbearance, servicers must continue to pay the correct mortgage insurance premiums based on the gross UPB, including any principal forbearance amount, must include the gross UPB in their delinquency reporting to the mortgage insurer, and must ensure any principal forbearance does not erroneously trigger automatic mortgage insurance cancellation or termination.

Transfers of Servicing

When a transfer of servicing includes mortgages modified under the HMP, the transferor servicer must provide special notification to the transferee servicer. Specifically, the transferor servicer must advise the transferee servicer that loans modified under the HMP are part of the portfolio being transferred and must confirm that the transferee servicer is aware of the special requirements for these loans, and agrees to assume the additional responsibilities associated with servicing them. A required form of assignment and assumption agreement must be used and is a part of the Servicer Participation Agreement.

Credit Bureau Reporting

The servicer should continue to report a “full-file” status report to the four major credit repositories for each loan under the HMP in accordance with the Fair Credit Reporting Act and credit bureau requirements as provided by the Consumer Data Industry Association (the “CDIA”) on the basis of the following: (i) for borrowers who are current when they enter the trial period, the servicer should report the borrower current but on a modified payment if the borrower makes timely payments by the 30th day of each trial period month at the modified amount during the trial period, as well as report the modification when completed, and (ii) for borrowers who are delinquent when they enter the trial period, the servicer should continue to report in such a manner that accurately reflects the borrower’s delinquency and workout status following usual and customary reporting standards, as well as report the modification when completed. More detailed guidance on these reporting requirements will be published by the CDIA.

“Full-file” reporting means that the servicer must describe the exact status of each mortgage it is servicing as of the last business day of each month.

Fees and Compensation

Late Fees

All late charges, penalties, stop-payment fees, or similar fees must be waived upon successful completion of the trial period.

Administrative Costs

Servicers may not charge the borrower to cover the administrative processing costs incurred in connection with a HMP. The servicer must pay any actual out-of-pocket expenses such as any required notary fees, recordation fees, title costs, property valuation fees, credit report fees, or other allowable and documented expenses. Servicers will not be reimbursed for the cost of the credit report(s).

Incentive Compensation

No incentives of any kind will be paid if (i) the servicer has not executed the Servicer Participation Agreement, or (ii) the borrower’s monthly mortgage payment ratio starts below 31 percent prior to the implementation of the HMP. The calculation and payment of all incentive compensation will be based strictly on the borrower’s verified income. Each servicer must promptly apply or remit, as applicable, all borrower and investor compensation it receives with respect to any modified loan.

With respect to payment of any incentive that is predicated on a six percent reduction in the borrower’s monthly mortgage payment, the reduction will be calculated by comparing the monthly mortgage payment used to determine eligibility (adjusted as applicable to

include property taxes, hazard insurance, flood insurance, condominium association fees and homeowner's association fees) and the borrower's payment under HMP.

The amount of funds available to pay servicer, borrower and investor compensation in connection with each servicer's modifications will be capped pursuant to each servicer's Servicer Participation Agreement (Program Participation Cap). Treasury will establish each servicer's initial Program Participation Cap by estimating the number of HMP modifications expected to be performed by each servicer during the term of the HMP. The Program Participation Cap could be adjusted based on Treasury's full book analysis of the servicer's loans.

The funds remaining available for a servicer's modifications under that servicer's Program Participation Cap will be reduced by the maximum amount of compensation payments potentially payable with respect to each loan modification upon entering into a trial period. In the event the compensation actually paid with respect to a loan modification is less than the maximum amount of compensation payments potentially payable, the funds remaining available for a servicer's modifications under the HMP will be increased by the difference between such amounts.

Treasury may, from time to time and in its sole discretion, revise a servicer's Program Participation Cap. Fannie Mae will provide written notification to a servicer of all changes made to the servicer's Program Participation Cap. Once a servicer's Program Participation Cap is reached, a servicer must not enter into any agreements with borrowers intended to result in new loan modifications, and no payments will be made with respect to any new loan modifications.

Servicer Incentive Compensation

A servicer will receive compensation of \$1,000 for each completed modification under the HMP. In addition, if a borrower was current under the original mortgage loan, a servicer will receive an additional compensation amount of \$500. All such servicer incentive compensation shall be earned and payable once the borrower successfully completes the trial payment period, provided that the servicer has signed and delivered to Fannie Mae a Servicer Participation Agreement, any related documentation and any required servicer or loan set up data prior to the effective date of the loan modification.

If a particular borrower's monthly mortgage payment (principal, interest, taxes, all related property insurance and homeowner's or condominium association fees but excluding mortgage insurance) is reduced through the HMP by six percent or more, a servicer will also receive an annual "pay for success" fee for a period of three years. The fee will be equal to the lesser of: (i) \$1,000 (\$83.33/month), or (ii) one-half of the reduction in the borrower's annualized monthly payment. The "pay for success" fee will be payable annually for each of the first three years after the anniversary of the month in which a Trial Period Plan was executed. If the loan ceases to be in good standing, the servicer will cease to be eligible for any further incentive payments after that time, even if the borrower subsequently cures his or her delinquency.

Borrower's Incentive Compensation

To provide an additional incentive for borrowers to keep their modified loan current, borrowers whose monthly mortgage payment (principal, interest, taxes, all related property insurance and homeowner's or condominium association fees but excluding mortgage insurance) is reduced through the HMP by six percent or more and who make timely monthly payments will earn an annual "pay for performance" principal balance reduction payment equal to the lesser of: (i) \$1,000 (\$83.33/month), or (ii) one-half of the reduction in the borrower's annualized monthly payment for each month a timely payment is made. A borrower can earn the right to receive a "pay for performance" principal balance reduction payment for payments made during the first five years following execution of the Agreement provided the loan continues to be in good standing as of the date the payment is made. The "pay for performance" principal balance reduction payment will accrue monthly but will be applied annually for each of the five years in which this incentive payment accrues, prior to the first payment due date after the anniversary of the month in which the Trial Period Plan was executed. This payment will be paid to the mortgage servicer to be applied first towards reducing the interest bearing UPB on the mortgage loan and then to any principal forbearance amount (if applicable). Any applicable prepayment penalties on partial principal prepayments made by the government must be waived. Borrower incentive payments do not accrue during the Trial Period; however, on the first month of the modification, the borrower will accrue incentive payments equal to the number of months in the trial period.

If and when the loan ceases to be in good standing, the borrower will cease to be eligible for any further incentive payments after that time, even if the borrower subsequently cures his or her delinquency. The borrower will lose his or her right to any accrued incentive compensation when the loan ceases to be in good standing.

Investor Payment Reduction Cost Share and Up Front Incentives

If the target monthly mortgage payment ratio is achieved, investors in Non-GSE Mortgages are entitled to payment reduction cost share compensation. This compensation equals one-half of the dollar difference between the borrower's monthly payment under the modification at the target monthly mortgage payment ratio and the lesser of (i) what the borrower's monthly payment would be at a 38 percent monthly mortgage payment ratio; or (ii) the borrower's pre-modification monthly payment. Payment reduction cost share compensation shall accrue monthly as the borrower makes each payment so long as the loan is in good standing as defined in these guidelines. This compensation will be provided for up to five years or until the loan is paid off, whichever is earlier.

Additionally, investors will receive a one-time incentive of \$1,500 for each Agreement executed with a borrower who was current prior to the start of the Trial Period Plan. The one-time incentive is conditional upon at least a six percent reduction in the borrower's monthly mortgage payment.

Neither the payment reduction share nor the up-front incentive shall be payable if the Trial Period Plan is not successfully completed.

Compliance

Servicers must comply with the HMP requirements and must document the execution of loan evaluation, loan modification and accounting processes. Servicers must develop and execute a quality assurance program that includes either a statistically based (with a 95 percent confidence level) or a ten percent stratified sample of loans modified, drawn within 30-45 days of final modification and reported on within 30-45 days of review. In addition, a trending analysis must be performed on a rolling 12-month basis.

Treasury has selected Freddie Mac to serve as its compliance agent for the HMP. In its role as compliance agent, Freddie Mac will utilize Freddie Mac employees and contractors to conduct independent compliance assessments. In addition, loan level data will be reviewed for eligibility and fraud.

The scope of the assessments will include, among other things, an evaluation of documented evidence to confirm adherence (e.g., accuracy and timeliness) to HMP requirements with respect to the following:

- Evaluation of Borrower and Property Eligibility
- Compliance with Underwriting Guidelines
- Execution of NPV/Waterfall processes
- Completion of Borrower Incentive Payments
- Investor Subsidy Calculations
- Data Integrity

The review will also evaluate the effectiveness of the servicer's quality assurance program; such evaluation will include, without limitation, the timing and size of the sample selection, the scope of the quality assurance reviews, and the reporting and remediation process.

There will be two types of compliance assessments: on-site and remote. Both on-site and remote reviews will consist of the following activities (among others): notification, scheduling, self assessments, documentation submission, interviews, file reviews, and reporting.

For on-site reviews, Freddie Mac will strive to provide the servicer with (i) a 30-day advance notification of a pending review and (ii) subsequent confirmation of the dates of the review. However, Freddie Mac reserves the right to arrive at the servicer's site unannounced. Freddie Mac will request the servicer to make available documentation, including, without limitation, policies and procedures, management reports, loan files and a risk control self assessment ready for review. Additionally, Freddie Mac may request additional loan files during the review. Interviews will usually be conducted in-person.

During the review window, Freddie Mac will review loan files and other requested documentation to evaluate compliance with HMP terms. Upon the completion of the review, Freddie Mac will conduct an exit interview with the servicer to discuss preliminary assessment results.

For remote reviews, Freddie Mac will request the servicer to send documentation, including, without limitation, policies and procedures, management reports, loan files and a risk control self assessment within 30 days of the request. In addition, time will be scheduled for phone interviews, including a results summary call after the compliance review is completed to discuss preliminary results.

The targeted time frame for publishing the servicer assessment report is 30 days after the completion of the review. Treasury will receive a copy of the report five business days prior to the release of the report to the servicer.

There will be an issue/resolution appeal process for servicer assessments. Servicers will be able to submit concerns or disputes to an independent quality assurance team within Freddie Mac.

A draft rating and implication methodology for the compliance assessments will be published in a subsequent Supplemental Directive and servicer feedback will be solicited prior to the finalization of the methodology.

Exhibit A: HMP Trial Modification and Official Modification Loan Setup Data Elements

The following data elements are necessary for the HMP Loan Setup for Trial Modification and Official Modification transactions.

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory Conditional	Official Modification Mandatory Conditional
GSE Servicer Number	The Fannie Mae or Freddie Mac unique Servicer identifier.	Text (30)		C	C
Servicer Loan Number	The unique (for the lender) identifier assigned to the loan by the lender that is servicing the loan.	Text (30)		M	M
HMP Servicer Number	A unique identifier assigned to each Servicer that is participating in the HMP program.	Text (30)		M	M
GSE Loan Number	A unique number assigned to each loan by a GSE (Fannie or Freddie)	Text (30)		C	C
Underlying Trust Identifier	This is the CUSIP associated with the security. A unique identification number assigned to a security by CUSIP (Committee on Uniform Security Identification Procedures) for trading.	Text (9)		C	C
Program Type/ Campaign ID	A new program type that will identify campaign types. The unique identifier of a Loan Workout Campaign.	Text (14)	HMP1 - HMP Delinquent, HMP2 - HMP Imminent Default HMP3 - Deed-in-lieu HMP4 - Deed-in-lieu with Jr. Lien HMP5 - Short Sale HMP6 - Short Sale With Jr. Lien	M	M
Investor Code	Owner of the mortgage.	Numeric (4,0)	1 - Fannie Mae 2 - Freddie Mac 3 - Private 4 - Portfolio 5 - GNMA 6 - FHLMC	M	M
Borrower First Name	First Name of the Borrower of record	Text (100)		M	M
Borrower Last Name	The last name of the Borrower. This is also known as the family name or surname.	Text (100)		M	M
Borrower Social Security Number	The Social Security Number of the borrower	Numeric (9)		M	M
Co-Borrower First Name	First Name of the co-borrower of record	Text (100)		C	C

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory/Conditional	Official Modification Mandatory/Conditional
Co-Borrower Last Name	Last Name of the co-borrower of record	Text (100)		C	C
Co-Borrower Social Security Number	The Social Security Number of the Co-Borrower	Numeric (9)		O	O
Borrower Execution Date	This is the date that the borrower signs the initial documentation for a modification.	Date (CCYY-MM-DD)		M	M
Submission Status	Status of loan data being submitted	Numeric (4,0)	1-Trial 2-Borrower Disqualified 3-Official 4-Foreclosure Mitigation 5-Cancel	M	M
Date of Original Note	The date on which the original loan funding was dispersed to the borrower(s).	Date (CCYY-MM-DD)		M	M
Unpaid Principal Balance before modification	The total principal amount outstanding as of the end of the month. The UPB should not reflect any accounting based write-downs and should only be reduced to zero when the loan has been liquidated – either paid-in-full, charged-off, REO sold or Service transferred (before modification)	Currency (20,2)		M	M
Loan Mortgage Type Code	The code that specifies the type of mortgage being applied for or that has been granted.	Numeric (4,0)	1 - FHA – Loans insured by the Federal Housing Administration 2 - VA – Loans insured by the Department of Veteran's Affairs, 3 - Conventional with PMI – Non-government insured mortgages insured by a private (non-government) insurer. 4 - Conventional w/o PMI – Mortgages with neither government nor private mortgage insurance.	M	M
Last Paid Installment Date before modification	The due date of the last paid installment of the loan.	Date (CCYY-MM-DD)		M	M
First Lien Indicator	Indicates if loan is first lien.	Boolean	True/False	M	M
Foreclosure Referral Date	The date that the mortgage was referred to an attorney for the purpose of initiating foreclosure proceedings. This date should reflect the referral date of currently active foreclosure process. Loans cured from foreclosure should not have a referral date.	Date (CCYY-MM-DD)		O	O

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period: Mandatory / Conditional	Official Modification: Mandatory / Conditional
Projected Foreclosure Sale Date	Projected date for foreclosure sale of subject property.	Date (CCYY-MM-DD)		O	O
Hardship Reason Code	Identifies the reason for the borrower's hardship on their mortgage payment obligations.	Numeric (4,0)	1 - Death of borrower, 2 - Illness of principal borrower, 3 - Illness of borrower family member, 4 - Death of borrower family member, 5 - Martial difficulties, 6 - Curtailment of income, 7 - Excessive obligation, 8 - Abandonment of property, 9 - Distant employment transfer, 10 - Property problem, 11 - Inability to sell property, 12 - Inability to rent property, 13 - Military service, 14 - Other, 15 - Unemployment, 16 - Business failure, 17 - Casualty Loss, 18 - Energy environment costs, 19 - Servicing problems, 20 - Payment adjustment, 21 - Payment dispute, 22 - Transfer of ownership pending, 23 - Fraud, 24 - Unable to contact borrower, 25 - Incarceration	M	M
Monthly Gross Income	Total monthly income in dollars for all borrowers on the loan. This is the gross income for all borrowers.	Currency (20,2)		M	M
Monthly Debt Payments excluding PITIA	Total amount of monthly debt payments excluding Principal, Interest, Taxes, Insurance and Association Dues (PITIA)	Currency (20,2)		M	M
NPV Date	Net Present Value – calculation date	Date (CCYY-MM-DD)		M	M

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory/Conditional	Official Modification Mandatory/Conditional
NPV Model Result Amount Pre-Mod	Net Present Value amount generated from the model before modification	Currency (20,2)		M	M
NPV Model Result Amount Post-Mod	Net Present Value amount generated from the model after modification	Currency (20,2)		M	M
Amortization Term before modification	Represents the number of months on which installment payments are based. Example: Balloon loans have a seven year life (Loan Term = 84) but a 30 year amortization period (Amortization Term = 360). Installment payments are determined based on the 360 month term.	Numeric (4,0)		M	M
Interest Rate before modification	The interest rate in the month prior to loan modification. Please report as rounded to nearest 8th. (e.g. 4.125)	Numeric (6,4)		M	M
Principal and Interest Payment before modification	The scheduled principal and interest amount in the month prior to loan modification.	Currency (20,2)		M	M
Escrow Payment before modification	The escrow amount in the month prior to loan modification. The amount of money that is collected from [added on to] the regular monthly mortgage payment to cover periodic payments of property taxes, private mortgage insurance and hazard insurance by the servicer on behalf of the mortgagee. Depending on the mortgage terms, this amount may or may not be collected. Generally, if the down payment is less than 20%, then these amounts are collected by the servicer.	Currency (20,2)		C	C
Association Dues/ Fees before modification	Existing monthly payment for association dues/fees before modification	Currency (20,2)		C	C
Principal Payment Owed or Not Reported	If borrower has contributed any cash or amounts in suspense	Currency (20,2)		C	C
Other Contributions	If there are any amounts contributed by the borrower due to Hazard Claims	Currency (20,2)		C	C
Attorney Fees Not in Escrow	Estimated legal fee not in escrow for advances capitalization and liquidation expense calculation	Currency (20,2)		C	C
Escrow Shortage for Advances	Any Escrow advance amounts to be capitalized.	Currency (20,2)		C	C
Other Advances	Other advances for advances capitalization other than escrow. Example: Attorney fees, Servicing Fees, etc.	Currency (20,2)		C	C
Borrower Contributions	If the borrower is contributing any amounts, they must be reported here	Currency (20,2)		C	C
Modified Loan Term – Officer Signature Date	Servicer sign off at the officer level for the loan modification. This is the date the servicer's officer approved the loan modification. This column will be populated for modification cases that need reclassification. There is no conversion needed for existing cases	Date (CCYY-MM-DD)		C	C

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
Disbursement Forgiven	If there are any Forgiven disbursement for advances capitalization	Currency (20,2)		C	C
Monthly Housing Expense before modification	The dollar amount per month of the borrower's present housing expense .May be used for their primary or non-primary residence. This must be Principal, Interest, Taxes, Insurance and Association Dues (PITIA).	Currency (20,2)		M	M
Delinquent Interest	Delinquent interest for interest capitalization. It is the amount of delinquent interest from the delinquent loan's LPI date to the workout execution date.	Currency (20,2)		M	M
Interest Owed or Payment Not Reported	If there is Interest owed/received but not reported for interest capitalization, this field must be populated.	Currency (20,2)		C	C
Servicing Fee Percent after modification	Percentage of servicing Fee after loan modification (e.g. 0.25)	Numeric (4,2)		M	M
Product before Modification	The mortgage product of the loan before the modification.	Numeric (4,0)	1- ARM, 2 - Fixed Rate, 3 - Step Rate, 4 - One Step Variable, 5 - Two Step Variable, 6 - Three Step Variable, 7 - Four Step Variable, 8 - Five Step Variable, 9 - Six Step Variable, 10 - Seven Step Variable, 11 - Eight Step Variable, 12 - Nine Step Variable, 13 - Ten Step Variable, 14 - Eleven Step Variable, 15 - Twelve Step Variable, 16 - Thirteen Step Variable, 17 - Fourteen	M	M
Maturity Date before Modification	The date on which the mortgage obligation is scheduled to be paid off, according to the mortgage note. Maturity Date is commonly called Balloon Date for balloon loans, for which scheduled amortization does not pay off the balance of the loan, so that there is a final, large "balloon" payment at the end.	Date (CCYY-MM-DD)		M	M

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
Remaining Term before Modification	The number of months until the loan will be paid off, assuming that scheduled payments are made. This will equal lesser of 1. The number of months until the actual balance of the loan will amortize to zero; or 2. the number of months difference between the Loan Extended Term and the number of payments made by the borrower, where number of payments made by the borrower is derived by: Actual Last Paid Installment Date - First Installment Due Date - 1 (in months).	Numeric (4,0)		M	M
Front Ratio before Modification	The refreshed Front-end DTI (Principal, Interest, Taxes, Insurance and Association Dues (PITIA)) housing ratio.	Numeric (4,2)		M	M
Back Ratio before Modification	Percentage of borrower's PITIA plus debts to income ratio. Borrower Total Debt To Income Ratio Percent. The monthly expenses divided by the total monthly income for the Borrower. (e.g. 30.25)	Numeric (4,2)		M	M
Principal and Interest Payment at 31% DTI	Principal and Interest payable for a 31% Debt to Income ratio	Currency (20,2)		M	M
Principal and Interest Payment at 38% DTI	Principal and Interest payable for a 38% Debt to Income ratio	Currency (20,2)		M	M
Property – Number of Units	Number of units in subject property (Valid values are 1, 2, 3 or 4)	Numeric (4,0)		M	M
Property – Street Address	The street address of the subject property	Text (100)		M	M
Property – City	The name of the city where the subject property is located	Text (100)		M	M
Property – State	The 2-character postal abbreviation of the state, province, or region of the subject property.	Text (2)		M	M
Property – Zip Code	The code designated by the postal service to direct the delivery of physical mail or which corresponds to a physical location. In the USA, this can take either a 5 digit form (ZIP Code) or a 9-digit form (ZIP + 4).	Text (9)		M	M
Property Valuation - Method	Type of value analysis.	Numeric (4,0)	1 - Full appraisal – Prepared by a certified appraiser; 2 - Limited appraisal – Prepared by a certified appraiser; 3 - Broker Price Opinion "BPO" – Prepared by a real estate broker or agent; 4 - Desktop Valuation – Prepared by bank employee; 5 - Automated Valuation Model	M	M

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory Conditional	Official Modification Mandatory Conditional
			"AVM" 6 - Automated Valuation Model "AVM" - Other		
Property Valuation - Date	Date of the property value analysis	Date (CCYY-MM-DD)		M	M
Property Valuation - As Is Value	Property as-is value determined by the property valuation	Currency (20,2)		M	M
Property Condition Code	A code denoting the condition of the subject property.	Numeric (4,0)	1 - Excellent 2 - Good, 3 - Fair 4 - Poor 5 - Condemned 6 - Inaccessible	M	M
Property Occupancy Status Code	A code identifying the occupancy by the borrower of the subject property.	Numeric (4,0)	1- Vacant 2 - Borrower Occupied 3 - Tenant Occupied 4 - Unknown 5 - Occupied by Unknown	M	M
Property Usage Type Code	A code identifying the intended use by the borrower of the property.	Numeric (4,0)	1 - Principal Residence 2 - Second or Vacation Home 3 - Investment Property	M	M
Modification Effective Date	The date on which the loan terms will be modified.	Date (CCYY-MM-DD)		M	M
Product After Modification	The mortgage product of the loan, after the modification (Fixed or Step).	Numeric (4,0)	1 - ARM, 2 - Fixed Rate, 3 - Step Rate, 4 - One Step Variable, 5 - Two Step Variable, 6 - Three Step Variable, 7 - Four Step Variable, 8 - Five Step Variable, 9 - Six Step Variable, 10 - Seven Step Variable, 11 - Eight Step Variable, 12 - Nine Step Variable, 13 - Ten Step Variable, 14 - Eleven Step Variable, 15 - Twelve Step Variable, 16 - Thirteen Step Variable, 17 - Fourteen	M	M

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory Conditional	Official Modification Mandatory Conditional
Amortization Term after Modification	The number of months used to calculate the periodic payments of both principal and interest that will be sufficient to retire a mortgage obligation.	Numeric (4,0)		M	M
Unpaid Principal Balance after modification	The unpaid principal balance of a loan after the loan modification. The unpaid principal balance after modification excludes any applicable forbearance amount and can also be referred to as Net UPB Amount.	Currency (20,2)		M	M
Last Paid Installment Date after modification	The due date of the last paid installment of the loan.	Date (CCYY-MM-DD)		M	M
Interest Rate after modification	The interest rate in the month after loan modification.	Numeric (6,4)		M	M
Interest Rate Lock Date for Modification	The date that the rate lock was applied - in reference to modification of loan terms	Date (CCYY-MM-DD)		M	M
First Payment Due Date after modification	First payment due date under the modified terms	Date (CCYY-MM-DD)		M	M
Principal and Interest Payment after modification	The P&I amount after modification	Currency (20,2)		M	M
Escrow Payment after modification	Existing monthly payment to escrow-after modification	Currency (20,2)		M	M
Monthly Housing Expense After Modification	The dollar amount per month of the borrowers housing expense after modification. May be used for their primary or non-primary residence. This must be Principal, Interest, Taxes, Insurance and Association Dues (PITIA).	Currency (20,2)		M	M
Maturity Date after modification	The maturity date of the loan after modification	Date (CCYY-MM-DD)		M	M
Principal Forbearance Amount	The total amount in dollars of the principal that was deferred through loss mitigation.	Currency (20,2)		C	C
Term after Modification	For loans where the term of the loan can be extended rather than increasing the principal and interest payment, this is the total term of the loan including any extension. For all non-extendable loans, the extended term defaults to the original term.	Numeric (4,0)		M	M
Front Ratio after modification	Percentage of borrower's PITIA to income ratio	Numeric (4,2)		M	M
Back Ratio after modification	Percentage of borrower's PITIA plus debts to income ratio	Numeric (4,2)		M	M
Principal Write-Down (Forgiveness)	Amount of principal written-down or forgiven	Currency (20,2)		C	C
Paydown or Payoff of Subordinate Liens	Have sub-ordinate liens been paid off or paid down?	Boolean	True/False	C	C
Paydown or Payoff of Subordinate	Amount of paydown or payoff of subordinate liens	Currency (20,2)		C	C

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
Liens Amount					
Max Interest Rate after modification	Interest rate cap for the loan.	Number (6,4)		M	M
Length of Trial Period	The length of the trial period	Numeric (3,0)		M	M
1 st Trial Payment Due Date	The date the 1st payment is due during the trial period	Date (CCYY-MM-DD)		M	O
1 st Trial Payment Posted Date	The date the first payment posted during the Trial period	Date (CCYY-MM-DD)		M	O
1 st Trial Payment Received Amount	This is the actual amount of the Payment received from the Borrower to the Servicer for the 1st Trial payment.	Currency (20,2)		M	O
If the Product Type After Modification is Step Rate then at least one occurrence of the following group of fields must exist. The first occurrence must have a step effective date of 5 years for the first effective due date after modification.					
Step – Interest Rate Step Number	The sequence is used to uniquely identify and order Loan Interest Rate Adjustment schedule records specific to the loan's step rate schedule.	Numeric (4)		M	M
Step – Payment Effective Date	The date the payment will be effective.	Date (CCYY-MM-DD)		M	M
Step – Note Rate	The interest rate in the month after loan modification.	Numeric (6,4)		M	M
Step – New Interest Rate – Step Duration	After modification step duration. If this step is the last step and will be the rate and payment effective for the life of the loan, then duration is not required.	Numeric (4)		M	M
Step – Principal and Interest Payment	P&I Amount - The amount of the principal and/or interest payment due on the loan for each installment, beginning on the effective date.	Currency (20,2)		M	M

Exhibit B: HMP Monthly Trial Data Collection Elements

The following data elements are necessary for recording borrower payments during the trial period.

Name	Definition	Data Type	Allowable Values	Mandatory / Conditional
HMP Servicer Number	A unique identifier assigned to each Servicer that is participating in the HMP program.	Text (30)		M
Servicer Loan Number	The unique (for the lender) identifier assigned to the loan by the lender that is servicing the loan.	Text (30)		M
GSE Loan Number	A unique number assigned to each loan by a GSE (Fannie or Freddie)	Text (30)		C
GSE Servicer Number	The Fannie Mae or Freddie Mac unique Servicer identifier.	Text (30)		C
Trial Payment Number	The number of the trial payment being reported. The code that is used to define a single payment number that will be one of a series of payments that together will complete a loan trial payment period.	Numeric (4,0)		M
Trial Payment Received Amount	The actual dollar amount of the payment received from the borrower to the servicer for the trial payment.	Currency (20,2)		M
Trial Payment Posted Date	The date the payment was posted during the trial period.	Date (CCYY-MM-DD)		M

Exhibit C: Monthly Loan Activity Records

The following data elements are required for monthly loan activity records (LARs). Step rate attributes (interest rate, rate effective date, P&I payment) will only be reported on the LAR the month before the rate change is effective. The Action Code and Action Date are only reported when a loan is being removed (e.g., payoff, repurchase).

Name	Definition	Data Type	Allowable Values	Mandatory/Conditional
HMP Servicer Number	A unique identifier assigned to each Servicer that is participating in the HMP program.	Text (30)		M
Servicer Loan Number	The unique (for the lender) identifier assigned to the loan by the lender that is servicing the loan.	Text (30)		M
Last Paid Installment Date After Modification	The due date of the last paid installment of the loan.	Date (CCYY-MM-DD)		M
Unpaid Principal Balance After Modification	The unpaid principal balance of a loan after the loan modification. The unpaid principal balance after modification excludes any applicable forbearance amount and can also be referred to as Net UPB Amount.	Currency(20,2)		M
Interest Payment	Interest portion of the P&I remitted	Currency(20,2)		M
Principal Payment	Principal portion of the P&I remitted	Currency(20,2)		M
Step – Payment Effective Date	The date the payment will be effective.	Date (CCYY-MM-DD)		C
Step – Note Rate	The interest rate in the month after loan modification.	Numeric (6,4)		C
Step – Principal and Interest Payment	P&I Amount - The amount of the principal and/or interest payment due on the loan for each installment, beginning on the effective date.	Currency(20,2)		C
Action Code	A code reported by the lender to update the loan that indicates the action that occurred during the reporting period	Numeric	60 (payoff) 65 (repurchase) 70 (liquidation held for sale) 71 (liquidation 3 rd party sale/condemnation/assigned to FHA/VA) 72 (liquidated – pending conveyance) 76 (Deed in Lieu) 77 (Deed-in-Lieu with Jr. lien) 78 (Short Sale) 79 (Short Sale with Jr. Lien)	C
Action Code Date	The effective date of the action associated with the action code. The action date is required for certain action codes.	Date (CCYY-MM-DD)	N/A	C

Exhibit D

HMP Additional Data Requirements

Data required to be collected as specified below must be reported on a loan by loan basis starting on October 1, 2009. This document does not describe all of the data that the servicer must retain; it addresses only the data that must be reported.

Must be reported starting October 1, 2009 for transactions occurring before October 1, 2009

- Race, ethnicity, sex of borrower and co-borrower (submission by borrower is voluntary)
- Middle name of borrower and co-borrower
- Date of birth of borrower and co-borrower
- Credit score of borrower and co-borrower
- NPV Model inputs, e.g., discount rate, flag for nonstandard model, non-standard re-default rate, non-standard cure rate
- Selected data on loan, borrower, and property characteristics as of origination, to the extent already required by OCC or OTS to be reported under "Mortgage Metrics"

The above fields must be collected as follows and reported starting October 1, 2009:

- all completed modifications;
- trial modifications commenced on or after July 1, 2009; and
- starting on October 1, 2009, loans evaluated for a modification (to be defined) that do not enter trial modifications.

Must be reported starting October 1, 2009 (detailed definitions to be provided by June 1, 2009)

- Reason loans evaluated for a modification were not modified, or that trial modification was not completed
- Status and disposition of eligible loans not modified, including trial mods not completed
- Status and disposition of loans that were modified but failed to remain in good standing because they became 90 or more days delinquent
- Second liens – flag for presence of a second lien; source of information (e.g., credit report); available terms (e.g., fixed vs. ARM; closed- vs. open-end); owner; and payoff. Continuous tracking of second lien status is not required.
- Purpose of loan (e.g., home purchase, refinance, cash-out refi)
- Information about foreclosure suspension
- Information about reliance on non-borrower household income
- Flag for borrower in bankruptcy at time of modification
- Flag for borrower in loss mitigation prior to modification
- Information about involvement of a third party representing the borrower
- Information about mortgage insurance



The Fannie Mae Loan Lookup enables mortgage borrowers to quickly determine if Fannie Mae owns their loan by providing a street address, unit, city, state, and ZIP code.

Street Address *

96 Buccaneer Lane

Unit

City

DUBOIS

State

PA

Zip Code *

15801

☐ * I confirm that I am the owner of this property, or have the consent of the owner to look up this information.

* Required Fields

Monticello's teeters

Type the two words:



Get Results

Match Found.

Based on the property information entered, it appears Fannie Mae owns a loan at this address.

A "Match Found" status does not guarantee or imply that you will qualify for a Making Home Affordable refinance or modification.

If you're interested in a refinance, please contact your mortgage lender or servicer (the organization to whom you make your monthly mortgage payments) to confirm these results and ask about the Home Affordable Refinance Plus program.

You can find more information at MakingHomeAffordable.gov.

View [Frequently Asked Questions](#) for this Loan Lookup tool.

Thank you for contacting Fannie Mae.

The Fannie Mae Loan Lookup is provided as a convenience for borrowers. Fannie Mae makes no representation, warranty, or guarantee regarding the accuracy or completeness of the results. A search that results in a "Match Found" status does not guarantee or imply that you will qualify for a Making Home Affordable refinance or modification. Information that does not match our records exactly may return inaccurate results. You should contact your mortgage lender to verify these results.

For information about the use of our site and our privacy policy, [see Legal Information](#). [Click here for FAQs](#).

• © 2009 Fannie Mae

Ex 5

FILED

MAY 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

*returned from C/A, no C/A
on front

5/29/09 Jm

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

No. 2008-218-CD

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant//Petitioner

5 FILED

MAY 29 2009
6/3/40/12
William A. Shaw
Prothonotary/Clerk of Courts
3 cent to Att'y

RULE TO SHOW CAUSE

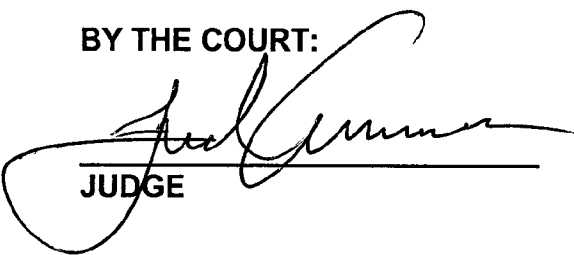
AND NOW, this 29 day of May, 2009, upon consideration of the foregoing Petition, it is hereby ordered that:

1. A Rule is issued upon the Plaintiff/Respondent to show cause why the relief requested should not be granted.
2. The Respondent shall file an answer to the petition within twenty (20) days of this date;
3. An evidentiary hearing on disputed facts shall be held on the 27th day of July, 2009, at 10:30am in Courtroom 1 of the Clearfield County Courthouse.
4. The judicial sale of movant's home, currently scheduled for June 5, 2009 at 10:00 am is Stayed pending further Order of Court.

5. Petitioner shall make application for a loan modification through the loan servicer forthwith and shall also contact the Pennsylvania Housing Finance Agency concerning available loan modification or refinancing programs forthwith.

6. Notice of entry of this Order shall be provided to the Sheriff and to the Plaintiff/Respondent by the petitioner and a certificate of service filed.

BY THE COURT:



JUDGE

06-18-'09 16:13 FROM MIDPENN LEGAL

8142389504

T-213 P001/003 F-596

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION - LAWPHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

No. 2008-218-CD

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant/Petitioner

ORDER

AND NOW, this 19th day of June, 2009, the Joint Motion requesting
an extension within which a written response to the Petition of Raymond
Swackhammer may be filed is Granted.

Respondent is given until June 28, 2009, within which to respond to the
the Petition.

BY THE COURT:



JUDGE

FILED 4cc

06/18/09
JUN 23 2009

Amy Mollie

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 23 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/23/09

X You are responsible for serving all appropriate parties.

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

 Plaintiff(s) Plaintiff(s) Attorney Other

 Defendant(s) Defendant(s) Attorney

 Special Instructions:

06-18-'09 16:13 FROM-MIDPENN LEGAL

8142389504

T-213 P002/003 F-596

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION - LAW**

**PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08064**

Plaintiff/Respondent

No. 2008-218-CD

v.

**RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801**

Defendant/Petitioner

**JOINT MOTION REQUESTING EXTENSION OF TIME WITHIN WHICH
RESPONDENT MUST RESPOND TO PETITION**

AND NOW, come the parties, through their respective attorneys, to ask of this Honorable Court as follows:

- 1. This matter was instituted by petition of Raymond Swackhammer who asked this Honorable Court for a stay of the foreclosure sale of Petitioner's residence.**
- 2. This request was granted and the Order granting it gave Respondent until June 18, 2009, within which to file a written response to the Petition.**
- 3. Counsel for the parties desire an extension of this deadline to respond as they are exploring the possibility of a settlement of the matter in a way mutually beneficial to their respective clients.**
- 4. Counsel request that this Honorable Court enter a Consent Order permitting the Respondent an additional ten days within which to respond to the Petition.**

06-18-'09 16:14 FROM-MIDPENN LEGAL

8142389504

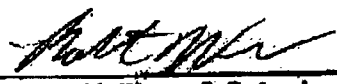
T-213 P003/003 F-596

WHEREFORE, the parties, by their respective counsel, submit the attached Consent Order to this Honorable Court.

Respectfully submitted,


MidPenn Legal Services by
Carl Mollita, Esq. #41277
2054 East College Avenue
State College, PA 16801
(814) 238-4958

Counsel for Raymond Swackhammer


Phelan Hallinan & Schmieg LLP by
Robert Warr, Esquire

PHH Mortgage Corporation
3000 Leadenhall Road
Or 4001 Leadenhall Road
Mount Laurel, NJ 08054
Plaintiff

vs.

Raymond L. Swackhammer
1801 Treasure Lake
Du Bois, PA 15801
Defendant

Court of Common Pleas

Civil Division

Clearfield County

No. 2008-218-CD

ORDER

And Now, this _____, day of _____, 2009, upon consideration of Defendant's Petition Requesting Stay of Real Property Execution, and upon consideration of the Plaintiff's Response, it is hereby:

ORDERED and DECREED that this Court has subject matter jurisdiction, and the Defendant's Motion is denied and dismissed with prejudice. Plaintiff may proceed with Sheriff's Sale.

BY THE COURT

FILED

JUN 30 2009

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
BY: ROBERT D. WARR JR., ESQUIRE
Identification No.: 92186
Omni William Penn Office Tower
555 Grant Street, Suite 360
Pittsburgh, PA 15219
(412) 745-0600

Attorney for Plaintiff

PHH Mortgage Corporation
3000 Leadenhall Road
Or 4001 Leadenhall Road
Mount Laurel, NJ 08054

Plaintiff

vs.

Raymond L. Swackhammer
1801 Treasure Lake
Du Bois, PA 15801

Defendant

Court of Common Pleas

Civil Division

Clearfield County

No. 2008-218-CD

**PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION TO STAY REAL PROPERTY
EXECUTION**

AND NOW COMES, Plaintiff, PHH Mortgage Corporation, (hereinafter "PHH"), by and through its attorneys, Phelan Hallinan & Schmieg, LLP, and files this Response to Defendant's Petition Requesting Stay of Real Property Execution and in support thereof avers as follows:

1. Admitted.
2. Admitted.

3. Denied. After reasonable investigation, Plaintiff is without sufficient information or knowledge to form a belief as to the truth of the averments set forth in paragraph three (3).

4. Denied. The Sheriff's Sale of the property was previously scheduled for May 1, 2009, but was postponed to June 5, 2009 because Plaintiff was unable to provide adequate notice, of the sale to the Defendant. Further, the June 5, 2009 Sale was postponed to July 10, 2009 due to a moratorium the Plaintiff placed on the property in an effort to attempt loss mitigation.

5. Admitted. However, Defendant has lived rent free since he defaulted August 1, 2007.

6. Admitted. It is admitted that Plaintiff does not concur with staying the Sheriff's Sale of the Property. Defendant has lived rent free since he defaulted August 1, 2007.

7. Denied. Plaintiff opposes any request to hold an evidentiary hearing because there is no evidentiary issue before the Court.

8. – 17. Admitted in part. Denied in part. It is admitted that the U.S. Treasury Department implemented the Home Affordable Modification Program (HAMP) in March 2009. It is denied that this loan must be modified pursuant to HAMP guidelines. Although Defendant's loan meets some of the eligibility criteria, it is unknown whether Defendant meets all criteria. Defendant has failed to submit any documentation regarding his income and expenses to allow Plaintiff to determine if his current monthly payment is more than 31% of his income. On June 16, 2009, Defendant's counsel was asked to provide Plaintiff's counsel with a hardship letter, list of income and expenses along with proof of income. Defendant has failed to submit any documentation to date.

18. – 21. Denied. Notice of Intention to Foreclose pursuant to Act 91 of 1983 was mailed to Defendant's property address, 1801 Treasure Lake, Du Bois, Pennsylvania 15801, and

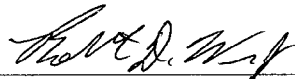
Defendant's mailing address, 96 Buccaneer Lane, Du Bois, Pennsylvania 15801 on October 3, 2007. A true and correct copy is attached as Exhibit A.

22. Admitted.

23. – 24. Denied. Plaintiff hereby incorporates by reference the averments set forth in paragraphs eighteen (18) through twenty-one (21) as though fully set forth at length herein. Defendant could have applied to PHFA for assistance at any time since he defaulted in 2007. It is therefore inappropriate and inequitable to delay the foreclosure proceedings so that the Defendant can apply for such assistance now. Further Defendant has not provided any documentation, nor has he even averred that he has contacted PHFA or taken any steps seeking such assistance.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny and dismiss Defendant's Petition Requesting Stay of Real Property Execution.

Respectfully submitted,
PHELAN HALLINAN & SCHMIEG, LLP

By: 
Robert D. Warr Jr., Esquire
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP
BY: ROBERT D. WARR JR., ESQUIRE
Identification No.: 92186
Omni William Penn Office Tower
555 Grant Street, Suite 360
Pittsburgh, PA 15219
(412) 745-0600

Attorney for Plaintiff

PHH Mortgage Corporation
3000 Leadenhall Road
Or 4001 Leadenhall Road
Mount Laurel, NJ 08054

Plaintiff

vs.

Raymond L. Swackhammer
1801 Treasure Lake
Du Bois, PA 15801

Defendant

Court of Common Pleas

Civil Division

Clearfield County

No. 2008-218-CD

**PLAINTIFF'S BRIEF IN OPPOSITION TO DEFENDANT'S MOTION REQUESTING
STAY OF REAL PROPERTY EXECUTION**

Comes now, Plaintiff, PHH Mortgage Corporation, (hereinafter "PHH") by and through its attorneys, Phelan Hallinan & Schmieg, LLP, and files this Brief in Opposition to Defendant's Motion Requesting Stay of Real Property Execution and in support thereof avers as follows:

I. PROCEDURAL HISTORY

Plaintiff filed the instant mortgage foreclosure action against the Defendant on February 6, 2008 based upon Defendant's failure to timely make payments in accordance with the terms of his Promissory Note and Mortgage for the property located at 96 Buccaneer Lane, Du Bois, PA 15801. The Defendant has failed to make mortgage payments for over twenty-three (23) months, as the loan is currently due for the August 1, 2007 payment and each month thereafter.

Prior to commencing the above referenced mortgage foreclosure action, Plaintiff forwarded to the Defendant a Notice of Intention to Foreclose ("Notice"), on October 3, 2007, notifying him of his default, the amount of money required to cure the default, and the Plaintiff's intention to foreclose on the Mortgage. See Exhibit "A". Default Judgment was entered on January 8, 2009. On May 29, 2009, Defendant filed a Petition requesting stay of real property execution.

II. DEFENDANT HAS NOT RAISED A MERITORIOUS DEFENSE

Defendant's only defense is that he never received the Plaintiff's Notice of Intention to Foreclose that was sent in accordance with the provisions of Act 91 of 1983. Act 91 of 1983 requires that notice be sent by the mortgagee to the delinquent mortgagor by first class mail addressed to his last known address. 35 P.S. §1680.403c(a). The statute specifically provides that notice pursuant to the statute shall be deemed received on the third business day following the date of the mailing of the same. 35 P.S. §1680.403c(e).

The letter contained the name, address and telephone number of Plaintiff's representative, whom Defendant could have contacted to discuss the delinquency and the possibility of qualifying for emergency mortgage assistance. Notwithstanding the receipt of this information, Defendant failed to take action that would have resulted in a temporary stay of the proceedings. Because the

homeowner failed to meet with an approved consumer credit counseling agency and file an application within the period specified, and failed to meet other time limitations under Act 91, the temporary stay under Act 91 of 1983 has expired. Plaintiff, therefore, has properly complied with Act 91 and is permitted to proceed with its foreclosure action.

Thus, this Court should not hesitate to deny Defendant's request for relief because the Court has not been presented with any competent evidence that would support the grant of the extraordinary relief requested by the Defendant in this case. As Defendant has not presented any law or evidence in support of his Motion and as Defendant's allegations are meritless, the Motion should be denied with prejudice.

III. THE SHERIFF'S SALE SHOULD NOT BE STAYED

Pennsylvania Rule of Civil Procedure 2183(b)(2) allows the Court to stay execution in a foreclosure case for any legal or equitable ground. However, Defendant has not presented any legal or equitable basis for a stay.

Although Defendant's loan meets some of the eligibility criteria, it is unknown whether Defendant meets all criteria. Defendant has failed to submit any documentation regarding his income and expenses to allow Plaintiff to determine if his current monthly payment is more than 31% of his income. On June 16, 2009, Defendant's counsel was asked to provide Plaintiff's counsel with a hardship letter, list of income and expenses along with proof of income. Defendant has failed to submit any documentation to date.

Defendant could have applied to PHFA for assistance at any time since he defaulted in 2007. It is therefore inappropriate and inequitable to delay the foreclosure proceedings so that the Defendant can apply for such assistance now. Further Defendant has not provided any documentation, nor has he even averred that he has contacted PHFA or taken any steps seeking

such assistance

WHEREFORE, Plaintiff respectfully requests that this Honorable Court deny and dismiss the Motion of Raymond L. Swackhammer with prejudice.

Respectfully submitted,
PHELAN HALLINAN & SCHMIEG, LLP

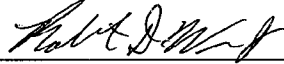
By: 
Robert D. Warr Jr., Esquire
Attorney for Plaintiff

EXHIBIT A

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date: October 3, 2007

TO:
RAYMOND SWACKHAMMER
96 BUCCANEER LN
DU BOIS, PA 15801

RAYMOND SWACKHAMMER
1801 TREASURE LAKE
DU BOIS PA 15801

WE ARE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY

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 FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUEDE AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA

STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): RAYMOND SWACKHAMMER
PROPERTY ADDRESS: 96 BUCCANEER LN DU BOIS, PA 15801
LOAN ACCT. NO.: [REDACTED]
ORIGINAL LENDER: PHH MORTGAGE CORPORATION
CURRENT LENDER/SERVICER: PHH MORTGAGE CORPORATION

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

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE:-Your mortgage is in a 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 Mortgage Assistance Program Application with one of the designated consumer 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 under the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSE 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: **96 BUCCANEER LN DU BOIS, PA 15801** IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: **08/01/2007 through 10/01/2007** at **\$1,125.69** per month.

Monthly Payments Plus Late Charges Accrued	\$3,420.72
NSF:	\$.00
Inspections:	0.00
Other:	0.00
(Suspense):	(\$.00)
Total amount to cure default	\$3,420.72

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

HOW TO CURE THE DEFAULT- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS **\$3,420.72** PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECAME DUE DURING THE THIRTY (30) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information write the undersigned or call (800) 330-0423 and ask for the Reinstatement Department. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: PHH MORTGAGE CORPORATION, 4001 Leadenhall Road, Mount Laurel, NJ 08054 Attention: Cash Management Department. You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter (Do not use if not applicable.) N/A.

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

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage 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 to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

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

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

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

HOW TO CONTACT THE LENDER: **PHH MORTGAGE CORPORATION**
4001 Leadenhall Road
Mount Laurel, NJ 08054
Attn: Collections Department, SV09
(800) 330-0423

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 NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

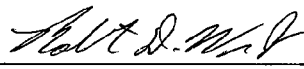
VERIFICATION

Robert D. Warr Jr., Esquire, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to make this Verification, and that the statements made in the foregoing Response to Defendant's Petition Requesting Stay of Real Property and Brief in Support of its Response are true and correct to the best of his knowledge, information and belief.

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

PHELAN HALLINAN & SCHMIEG, LLP

Date: 6-29-09

By: 
Robert D. Warr Jr., Esquire
Attorney for Plaintiff
Omni William Penn Office Tower
555 Grant Street, Suite 360
Pittsburgh, PA 15219
412-745-0600 ext 7383

PHELAN HALLINAN & SCHMIEG, LLP
BY: ROBERT D. WARR JR., ESQUIRE
Identification No.: 92186
Omni William Penn Office Tower
555 Grant Street, Suite 360
Pittsburgh, PA 15219
(412) 745-0600

Attorney for Plaintiff

PHH Mortgage Corporation
3000 Leadenhall Road
Or 4001 Leadenhall Road
Mount Laurel, NJ 08054

Plaintiff

vs.

Raymond L. Swackhammer
1801 Treasure Lake
Du Bois, PA 15801

Defendant

Court of Common Pleas

Civil Division

Clearfield County

No. 2008-218-CD

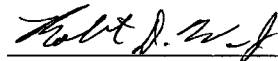
CERTIFICATE OF SERVICE

I hereby certify that a copy of Plaintiff's Response to Defendant's Petition Requesting Stay of Real Property and Brief in Support of its Response were served upon the following individual by overnight mail and facsimile at the address and number and on the date listed below:

Carl Mollica, Esquire
MidPenn Legal Services
2054 East College Avenue
State College, PA 16801

Date: 6-29-09

By:



Robert D. Warr Jr., Esquire
Attorney for Plaintiff

FILED0 3:00 p.m. 6K
JUL 09 2009William A. Shaw
Prothonotary/Clerk of Courts

YCC Atty

Phelan Hallinan & Schmieg, LLP
 By: Daniel G. Schmieg, Esq., Id. No. 62205
 Phelan Hallinan & Schmieg, LLP
 1617 JFK Boulevard, Suite 1400
 One Penn Center Plaza
 Philadelphia, PA 19103
 215-563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
 Plaintiff

vs.

RAYMOND L. SWACKHAMMER
 Defendant

: Court of Common Pleas

: Civil Division

: No. 2008-218-CD

: CLEARFIELD County

MOTION FOR POSTPONEMENT OF SHERIFF'S SALE

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, LLP, petitions this Honorable Court for a postponement of its Sheriff's Sale scheduled in the above captioned matter and in support thereof avers the following:

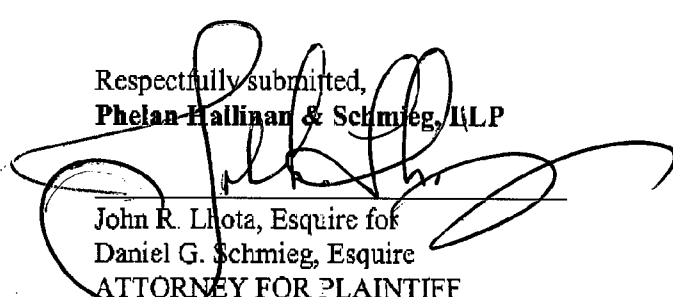
1. A Sheriff's Sale of the mortgaged property located 96 Buccaneer Lane, Du Bois, PA 15801 involved herein has been scheduled for July 10, 2009.
2. Plaintiff wishes to postpone the Sheriff sale in accordance with a voluntary "moratorium" on Sheriff's Sales. The purpose of said moratorium is to hopefully avoid the necessity of the Sheriff's Sale and allow for a possible workout of the default.
3. Unless the court grants this order to postpone the Sheriff sale, the plaintiff will have to re-advertise the property in furtherance of Pa.R.C.P. 3129.2 which will result in additional costs to the parties.

4. A brief postponement of the Sheriff's Sale will not prejudice Defendant and will, in fact, inure to his benefit.

WHEREFORE, Plaintiff respectfully requests that the Sheriff's Sale of the mortgaged premises be continued to September 4, 2009.

Date: 7/9/09

Respectfully submitted,
~~Phelan Hallinan & Schmieg, LLP~~

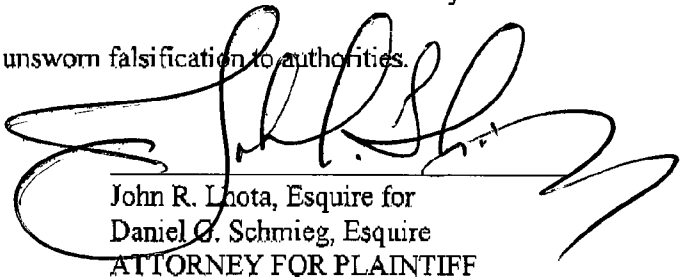

John R. Lhota, Esquire for
Daniel G. Schmieg, Esquire
ATTORNEY FOR PLAINTIFF

VERIFICATION

Daniel G. Schmieg, Esquire hereby states that he is the Attorney for the Plaintiff in this action, that he is authorized to take this verification, and that the statements made in the foregoing **Motion for Postponement of Sheriff's Sale** are true and correct to the best of his knowledge, information and belief.

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

Date: July 9, 2009



John R. Lota, Esquire for
Daniel G. Schmieg, Esquire
ATTORNEY FOR PLAINTIFF

Phelan Hallinan & Schmieg, LLP
 By: Daniel G. Schmieg, Esq., Id. No. 62205
 Phelan Hallinan & Schmieg, LLP
 1617 JFK Boulevard, Suite 1400
 One Penn Center Plaza
 Philadelphia, PA 19103
 215-563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
 Plaintiff

vs.

RAYMOND L. SWACKHAMMER
 Defendant

: Court of Common Pleas
 :
 : Civil Division
 :
 : CLEARFIELD County
 :
 : No. 2008-218-CD
 :

CERTIFICATION OF SERVICE

I, Daniel G. Schmieg, Esquire, hereby certify that a copy of the Motion For
 Postponement of Sheriff's Sale, Memorandum of Law in Support thereof, and Certification of
 Service has been sent to the individuals indicated below on July 9, 2009:

RAYMOND L. SWACKHAMMER
 1801 TREASURE LAKE
 DU BOIS, PA 15801

CARL MOLLIKA
 MIDPENN LEGAL SERVICES, 2054 EAST
 COLLEGE AVENUE
 STATE COLLEGE, PA 16801

Phelan Hallinan & Schmieg, LLP

John R. Lhota, Esquire for
 Daniel G. Schmieg, Esquire
 ATTORNEY FOR PLAINTIFF

FILED 400
 013:06:01
 JUL 9 2009
 William A. Shaw
 Prothonotary/Clerk of Courts
 6K

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

PHH MORTGAGE CORPORATION,
Plaintiff,

v.

RAYMOND L. SWACKHAMMER,
Defendant.

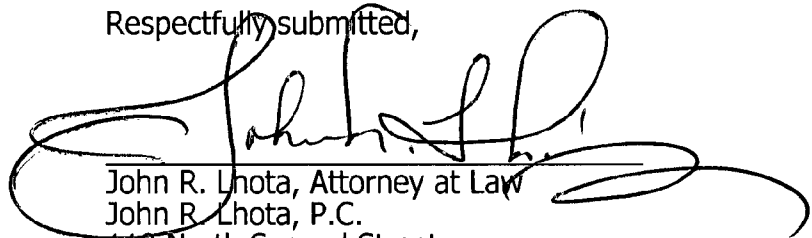
No. 2008-218-CD

ENTRY OF APPEARANCE

TO: William A. Shaw, Prothonotary:

Please enter my appearance on behalf of PHH Mortgage Corporation, plaintiff in the above-captioned matter.

Respectfully submitted,



John R. Lhota, Attorney at Law
John R. Lhota, P.C.
110 North Second Street
Clearfield, PA 16830
(814) 765-9611
Pa. I. D. No. 22492

Dated: July 9, 2009

FILED

0 3:10 PM GK
JUL 09 2009

§ William A. Shaw
Prothonotary/Clerk of Courts

2CC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY OF
PENNSYLVANIA

PHH MORTGAGE CORPORATION
Plaintiff

vs.

RAYMOND L. SWACKHAMMER
Defendant

Court of Common Pleas

Civil Division

No. 2008-218-CD

CLEARFIELD County

ORDER

AND NOW, this 9th day of July, 2009, after consideration of Plaintiff's Motion to Postpone Sheriff's Sale of the mortgage property, it is hereby

ORDERED that the said sale of 96 Buccaneer Lane, Du Bois, PA 15801, is hereby extended two months to the regularly scheduled Clearfield County Sheriff's Sale dated September 4, 2009.

No further advertising or additional notice to lienholders or defendants is required, however, the Sheriff is directed to announce the continuation to the assembled bidders and Plaintiff is to forward a copy of this Order to Defendants via first class mail.

BY THE COURT:



J.

cc: Daniel G. Schmieg, Esquire
CARL MOLLIKA
RAYMOND L. SWACKHAMMER
Sheriff of CLEARFIELD County

FILED

01/31/2009
JUL 09 2009

4CC

Anty Chota

PHS # 170581

William A. Shaw
Prothonotary/Clerk of Courts

(64)

0.7

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant//Petitioner

No. 2008-218-CD

: Type of Document:

Request for Continuance

Counsel for Plaintiff/Respondent:

PHELAN HALLINAN & SCHMIEG,
LLP
1617 John F. Kennedy Blvd.
Philadelphia PA 19103-1814
215 563-7000

Counsel for Defendant//Petitioner:

MidPenn Legal Services
Carl Mollica, Esq., # 41277
2054 East College Avenue
State College PA 16801
814 238-9504, ext. 1126

5
FILED
JUL 23 2009

William A. Shaw
Prothonotary/Clerk of Courts

610

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

No. 2008-218-CD

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant//Petitioner

JOINT MOTION REQUESTING CONTINUANCE OF HEARING

AND NOW, come Counsel for the parties to request of this Honorable Court as follows:

1. A hearing on Raymond Swackhammer's request for stay of foreclosure sale is currently scheduled for Monday, July 27, 2009, at 10:30 a.m.
2. Mr. Swackhammer has applied for mortgage assistance under Act 91 (the HEMAP Program) and has also applied for a loan modification with the Plaintiff.
3. Should Mr. Swackhammer be granted a HEMAP loan or reach an agreement for loan modification his original request for a stay will become moot.

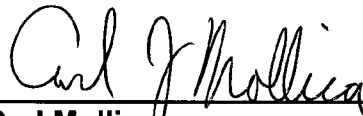
4. Having the hearing now set in this case will increase Plaintiff's costs which costs could lessen the chances that Mr. Swackhammer can be given relief through HEMAP or by loan modification.

5. The undersigned, Counsel for Raymond Swackhammer, discussed this matter with Robert Warr, Esquire, Counsel for PHH Mortgage, yesterday and was given permission by him to make this request for continuance and to contact this Honorable Court in support of same.

6. The sheriff's sale of Mr. Swackhammer's home is currently set for September 4, 2009. The parties request the hearing be continued until some time between August 20 and August 31, 2009.

WHEREFORE, the parties respectfully request a continuance from this Honorable Court.

Respectfully submitted,



Carl Mollica
PA ID # 41277
MidPenn Legal Services
2054 East College Ave.
State College PA 16801
814-238-4958, ext. 1126
Attorney for Petitioner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

No. 2008-218-CD

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

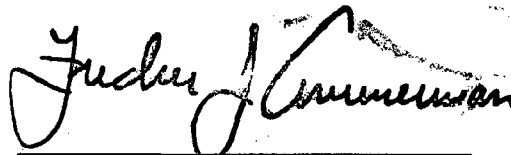
Defendant/Petitioner

ORDER

AND NOW, this 23rd day of July, 2009, the Joint Motion for
continuance of the hearing currently scheduled for July 27, 2009, at 10:30
a.m. is GRANTED.

The continued hearing shall be held in Courtroom 1 of the Clearfield
County Courthouse on the 26th day of August, 2009,
at 3:30 p.m.

BY THE COURT:



PRESIDENT JUDGE

FILED

05:43:32
JUL 23 2009

5 William A. Shaw
Prothonotary/Clerk of Courts

(GW)

200
Atty Mallica

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant//Petitioner

No. 2008-218-CD

FILED 3cc AHK
9/10:40am mollica
AUG 26 2009

William A. Shaw
Prothonotary/Clerk of Courts

Type of Document:

Request for Continuance

Counsel for Plaintiff/Respondent:

PHELAN HALLINAN & SCHMIEG,
LLP
1617 John F. Kennedy Blvd.
Philadelphia PA 19103-1814
215 563-7000

Counsel for Defendant//Petitioner:

MidPenn Legal Services
Carl Mollica, Esq., # 41277
2054 East College Avenue
State College PA 16801
814 238-9504, ext. 1126

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant//Petitioner

No. 2008-218-CD

JOINT MOTION REQUESTING CONTINUANCE OF HEARING

AND NOW, come Counsel for the parties to request of this Honorable Court as follows:

1. A hearing on Raymond Swackhammer's request for stay of foreclosure sale is currently scheduled for Wednesday, August 26, 2009, at 3:30 pm.
2. Mr. Swackhammer has applied for mortgage assistance under Act 91 (the HEMAP Program) and has also applied for a loan modification with the Plaintiff.
3. Mr. Swackhammer has been advised that he has been approved for a trial payment period preparatory to the offer of some type of loan modification by PHH Mortgage Corporation. He has not received the papers that are to be mailed to him as of this time.

4. Mr. Swackhammer has not yet received word from the Pennsylvania Housing Finance Agency concerning his application for assistance under the HEMAP program. By regulation, PHFA has 60 days within which to render a determination. It has been approximately 30 days since the application was completed by the local consumer credit counseling service and mailed to PHFA.

5. Should Mr. Swackhammer be granted a HEMAP loan or reach an agreement for loan modification his original request for a stay will become moot.

6. Having the hearing now set in this case will increase Plaintiff's costs which costs could lessen the chances that Mr. Swackhammer can be given relief through HEMAP or may increase the costs under any loan modification.

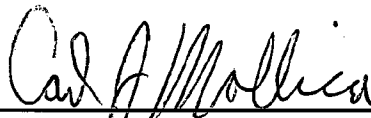
5. The undersigned, Counsel for Raymond Swackhammer, discussed this matter with Robert Warr, Esquire, Counsel for PHH Mortgage, on August 25, 2009, and was given permission by him to make this request for continuance and to contact this Honorable Court in support of same.

6. The sheriff's sale of Mr. Swackhammer's home is currently set for September 4, 2009. The parties request the sale be continued by Order of this Court pursuant to Pa.R.C.P. 3129.3 (a) such that no further costs or advertising will be required.

7. It is requested that the sale be continued until the last scheduled sale date in October.

WHEREFORE, the parties respectfully request a continuance from this Honorable Court.

Respectfully submitted,

A handwritten signature in cursive script, reading "Carl A. Mollica", is written over a horizontal line.

Carl Mollica
PA ID # 41277
MidPenn Legal Services
2054 East College Ave.
State College PA 16801
814-238-4958, ext. 1126
Attorney for Petitioner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant/Petitioner

No. 2008-218-CD

FILED

9/10:40Lm
AUG 26 2009

2cc Atty
mollica
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

The Joint Motion for continuance of the hearing currently scheduled for August 26, 2009, at 3:30 p.m. is GRANTED.

The continued hearing shall be held in Courtroom 1 of the Clearfield County Courthouse on the 28th day of September, 2009, at 1:30 p.m.

The sheriff's sale currently scheduled for September 4, 2009, is postponed to the last sale date in October, 2009. No further costs or advertising will be required.

BY THE COURT:


PRESIDENT JUDGE

8/26/09

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW**

**PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054**

Plaintiff/Respondent

v.

**RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801**

Defendant//Petitioner

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:
:
:

No. 2008-218-CD

JOINT MOTION REQUESTING CONTINUANCE OF HEARING

**AND NOW, come Counsel for the parties to request of this Honorable
Court as follows:**

- 1. A hearing on Raymond Swackhammer's request for stay of
foreclosure sale is currently scheduled for Monday, September 28th, 2009,
at 1:30 pm.**
- 2. Mr. Swackhammer has applied for mortgage assistance under Act 91
(the HEMAP Program) and has also applied for a HAMP loan modification
with the Plaintiff.**
- 3. Before the date of the last hearing scheduled in this matter, Mr.
Swackhammer had been advised that he was approved for a trial payment
period prior to a possible offer of some type of loan modification. Mr.
Swackhammer and the Plaintiff are in ongoing negotiations concerning**

modification and these negotiations, including submissions of information by Defendant, will continue beyond the September 28 hearing date currently pending.

4. Further, Mr. Swackhammer has not yet received word from the Pennsylvania Housing Finance Agency concerning his application for assistance under the HEMAP program. Although Defendant and counsel for Defendant believed that the local consumer credit counseling service had submitted an application for HEMAP to the Pennsylvania Housing Finance Agency in July, the application was not in fact sent until August 19, 2009. PHFA has not yet made a determination and the agency has 60 days from August 19 within which it is to make its determination. A copy of a letter from the counseling agency is attached hereto as Ex. 1.

5. Should Mr. Swackhammer be granted a HEMAP loan or reach an agreement for loan modification his original request for a stay will become moot.

6. Having the hearing now set in this case will increase Plaintiff's costs which costs could lessen the chances that Mr. Swackhammer can be given relief through HEMAP or may increase the costs under any loan modification.

7. The undersigned, Counsel for Raymond Swackhammer, discussed this matter with Robert Warr, Esquire, Counsel for PHH Mortgage, on September 25, 2009, and was given permission by him to make this request for continuance and to contact this Honorable Court in support of same.

8. The sheriff's sale of Mr. Swackhammer's home is currently set for October 2, 2009. The parties request the sale be continued by Order of this Court pursuant to Pa.R.C.P. 3129.3 (a) such that no further costs or advertising will be required.

9. It is requested that the sale be continued until the sale date for November 2009.

WHEREFORE, the parties respectfully request a continuance from this Honorable Court.

Respectfully submitted,


Carl Mollica

PA ID # 41277

MidPenn Legal Services
2054 East College Ave.
State College PA 16801
814-238-4958, ext. 1126
Attorney for Petitioner

NOTICE OF APPLICATION

SUBMITTAL TO PHFA

Call to

8/19/09

2 3 8 -
3 6 6 8

TO: PHH MORTGAGE CORPORATION

4001 LEADENHILL ROAD

MT. LAUREL, NJ 08054

COLLECTION DEPT. SV09

DATE: 8/19/2009

REF: RAYMOND SWACKHAMMER

1801 TREASURE LAKE

DUBOIS

PA 15801

Mortgagor's Property Address

44077675

Mortgage Account No.

In accordance with the Homeowner's Emergency Mortgage Assistance Program: this is to inform you that we have assisted RAYMOND SWACKHAMMER in the preparation and submittal of an application for assistance to the Pennsylvania Housing Finance Agency. Date mailed: 8/19/2009

CCCS of NE PA
Counseling Agency

AMY B. BURD
Counselor

4

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant/Petitioner

No. 2008-218-CD

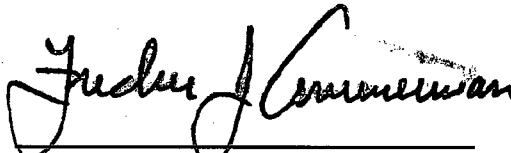
ORDER

The Joint Motion for continuance of the hearing currently scheduled for September 28, 2009, at 1:30 p.m. is GRANTED.

The continued hearing shall be held in Courtroom 1 of the Clearfield County Courthouse on the 27th day of October, 2009, at 9:00 a. .m. No additional continuances of this matter will be granted.

The sheriff's sale currently scheduled for October 2, 2009, is postponed to the sale date for November 2009. No further costs or advertising will be required.

BY THE COURT:


PRESIDENT JUDGE

FILED *acc*

SEP 25 2009

William A. Shaw
Prothonotary/Clerk of Courts

(6)

FILED

SEP 25 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/25/09

☒ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ____ Defendant(s) Attorney
____ Special Instructions:

Orig

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant//Petitioner

No. 2008-218-CD

: Type of Document:

CERTIFICATION OF SERVICE

Counsel for Plaintiff/Respondent:

Robert D. Warr, Jr. Esquire
PHELAN HALLINAN & SCHMIEG, LLP
Omni William Penn Office Tower
555 Grant Street, Suite 360
Pittsburgh PA 15219
412 745-0600

Counsel for Defendant//Petitioner:

MidPenn Legal Services
Carl Mollica, Esq., # 41277
2054 East College Avenue
State College PA 16801
814 238-9504, ext. 1126

FILED

OCT 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

cc
Atty
Mollica

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

No. 2008-218-CD

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant/Petitioner

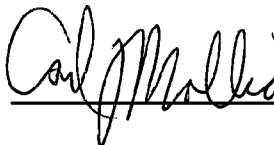
CERTIFICATE OF SERVICE

I hereby certify that a copy of the Joint Request for Continuance filed on September 25, 2009, as well as a copy of this Court's Order thereon, as filed, were sent to Plaintiff's Counsel on the 13th Day of October, 2009..

This mailing was by first class, U.S., mail and was addressed as follows:

Robert D. Warr, Jr. Esquire
PHELAN HALLINAN & SCHMIEG,
LLP
Omni William Penn Office Tower
555 Grant Street, Suite 360
Pittsburgh PA 15219

Copies of each were sent by electronic means to Mr. Warr on September 25, 2009. This included the Judge's signed Order.



Date 10/13/09

FILED

OCT 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

ay

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No. 2008-218-CD

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: Type of Document:

CERTIFICATION OF SERVICE

MidPenn Legal Services
Carl Mollica, Esq., # 41277
2054 East College Avenue
State College PA 16801
814 238-9504, ext. 1126

OCT 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant/Petitioner

No. 2008-218-CD

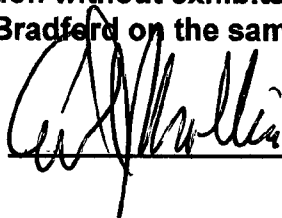
CERTIFICATE OF SERVICE

I hereby certify that a copy of the time-stamped petition asking for stay of sale, and a copy of the time-stamped order thereon, were sent to Plaintiff's Counsel on the 2nd day of June, 2009.

This mailing was by first class, U.S., mail and was addressed as follows:

Michelle M. Bradford, Esquire
PHELAN HALLINAN & SCHMIEG,
LLP
1617 John F. Kennedy Blvd.
One Penn Center Plaza, Ste. 1400
Philadelphia PA 19103

A copy of the petition without exhibits and signed order of Court were also faxed to Atty. Bradford on the same date.

 10/18/2009
Date

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

PHH MORTGAGE CORPORATION :
-VS- : No. 08-218-CD
RAYMOND L. SWACKHAMMER :

FILED

OCT 28 2009

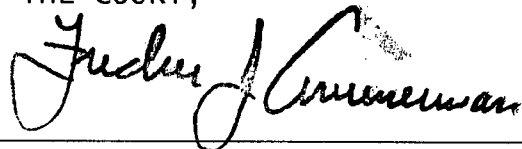
William A. Shaw
Prothonotary/Clerk of Courts

CP# to
Att. Hall
S. H. H.

ORDER

AND NOW, this 27th day of October, 2009, following argument on the petition requesting stay of real property execution filed on May 29, 2009, on behalf of the Defendant, with the Court noting that sheriff's sale is scheduled for the month of November 2009, it is the ORDER of this Court that the petition requesting stay be and is hereby granted to the extent that the sale scheduled in November 2009 is hereby continued. The sheriff shall reschedule the sale, consistent with his office's policy, for the month of February 2010 at a day and time to be determined by the sheriff.

BY THE COURT,



President Judge

FILED

OCT 28 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10-28-09

X You are responsible for serving all appropriate parties.
X The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) X Plaintiff(s) Attorney Other
X Defendant(s) X Defendant(s) Attorney
X Special Instructions: Settle

1001-1001
1001-1001
1001-1001

C/A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION :

Plaintiff :

No. 2008-218-CD

vs. :

RAYMOND L. SWACKHAMMER :

Defendant :

AMENDED ORDER

FILED

NOV 16 2009

014:001 (GL)
William A. Shaw
Prothonotary/Clerk of Courts

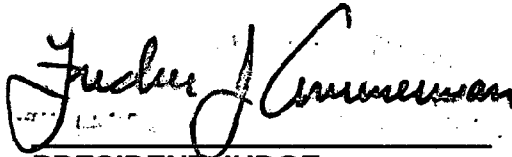
Enter to SHFF.

2 MLO PENE

AND NOW, following argument on the petition requesting stay of real property execution filed on May 29, 2009, on behalf of the Defendant, with the Court noting that the sheriff's sale is scheduled for the month of November 2009, it is the ORDER of this Court that the petition requesting stay be and is hereby granted to the extent that the sale scheduled for November 2009 is hereby continued.

The Sheriff shall reschedule the sale, consistent with his office's policy, for the month of February 2010 at a day and time to be determined by the Sheriff. No further costs or advertising will be required.

BY THE COURT,



PRESIDENT JUDGE

Nov 16, 2009

FILED
NOV 16 2009
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11-16-09
☒ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) _____
____ Defendant(s) Attorney _____
____ Defendant(s) Attorney _____
☒ Special Instructions: Court to sign

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant//Petitioner

No. 2008-218-CD

: Type of Document:

Joint Motion Asking for
Continuance of Sheriff's Sale

Counsel for Plaintiff/Respondent:

Robert D. Warr, Jr. Esquire
PHELAN HALLINAN & SCHMIEG,
LLP
Omni William Penn Office Tower
555 Grant Street, Suite 360
Pittsburgh PA 15219
412 745-0600

Counsel for Defendant//Petitioner:

MidPenn Legal Services
Carl Mollica, Esq., # 41277
3500 East College Avenue
Suite 1295
State College PA 16801
814 238-9504, ext. 1126

FILED

FEB 03 2010

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW**

**PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054**

Plaintiff/Respondent

v.

**RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801**

Defendant//Petitioner

No. 2008-218-CD

JOINT MOTION REQUESTING POSTPONEMENT OF FORECLOSURE SALE

AND NOW, come Counsel for the parties to request of this Honorable Court as follows:

- 1. By prior Order filed on or about November 16, 2009, this Honorable Court continued the sheriff's sale of the Defendant's real property until the February 2010 sale date. That sale date is Friday, February 5, 2010. A copy of the prior Order is attached to this Motion as Exhibit 1.**
- 2. The November sale was continued in that Plaintiff and Defendant were taking steps toward a possible permanent modification of the mortgage at issue which would allow the Defendant to retain his home.**
- 3. Plaintiff and Defendant are yet operating under the terms of a Trial Period Plan entered into pursuant to the U.S. Treasury's Home Affordable Modification Program (HAMP). See attached Exhibit 2.**

4. Mr. Swackhammer has been making payments under the Trial Period Plan and there is a good possibility that a permanent modification will take place.

5. The parties therefore request that the sheriff's sale of Defendant's real estate be continued to May 7, 2010.

6. The undersigned, Counsel for Raymond Swackhammer, discussed this matter with Robert Warr, Esquire, Counsel for PHH Mortgage, on February 2, 2010, and was given permission by him to make this request for continuance and to contact this Honorable Court in support of same.

WHEREFORE, the parties request the sheriff's sale of Defendant's real estate be continued by Order of this Honorable Court pursuant to Pa.R.C.P. 3129.3(a) to May 7, 2010, and that no further costs or advertising be required.

Respectfully submitted,


Carl Mollica
PA ID # 41277
MidPenn Legal Services
2054 East College Ave.
State College PA 16801
814-238-4958, ext. 1126
Attorney for Petitioner

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

PHH MORTGAGE CORPORATION :

Plaintiff :

No. 2008-218-CD

vs.

RAYMOND L. SWACKHAMMER :

Defendant :

AMENDED ORDER

AND NOW, following argument on the petition requesting stay of real property execution filed on May 29, 2009, on behalf of the Defendant, with the Court noting that the sheriff's sale is scheduled for the month of November 2009, it is the ORDER of this Court that the petition requesting stay be and is hereby granted to the extent that the sale scheduled for November 2009 is hereby continued.

The Sheriff shall reschedule the sale, consistent with his office's policy, for the month of February 2010 at a day and time to be determined by the Sheriff. No further costs or advertising will be required.

BY THE COURT,

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

NOV 16 2009

/S/ Fredric J Ammerman

PRESIDENT JUDGE

Attest.

William R. ...
Clerk of Court

Ex. 1

HELPING YOU STAY IN YOUR HOME.

MAKING HOME AFFORDABLE

nd 10/4/09

You may be able to make your payments more affordable.
Act now to get the help you need!

PHH Mortgage

PHH

August 21, 2009

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

Loan #: 0044077675
Property Address: 96 BUCCANEER LN
DU BOIS, PA 15801

Dear Valued Customer(s):

You may qualify for a Home Affordable Modification Trial Period Plan – a way to make your payment more affordable.

We have enclosed a customized Home Affordable Modification Trial Period Plan ("Trial Period Plan"). If you qualify under the federal government's Home Affordable Modification Program and comply with the terms of the Trial Period Plan, we will modify your mortgage loan and you can avoid foreclosure.

STEP 1 PROVIDE THE INFO WE NEED TO HELP YOU

Detailed instructions on what you need to do to take advantage of this offer are set forth on the enclosed document entitled "Complete Your Checklist." Generally, you will need to:

- Explain the financial hardship that makes it difficult for you to pay your mortgage loan using the Hardship Affidavit (enclosed).
- Submit the required documentation of your income.
- Make timely mortgage payments.

The monthly trial period payments are based on the income information that you previously provided to us. They are also our estimate of what your payment will be IF we are able to modify your loan under the terms of the program. If your income documentation does not support the income amount that you previously provided in our discussions, two scenarios can occur:

- 1) Your monthly payment under the Trial Period Plan may change
- 2) You may not qualify for this loan modification program

If you do not qualify for a loan modification, we will work with you to explore other options available to help you keep your home or ease your transition to a new home.

STEP 2 LET US KNOW THAT YOU ACCEPT THIS OFFER

Please let us know no later than 23-Sep-09 that you accept the Trial Period Plan. Now is the time to act. We are ready to help you. Please take the steps outlined on the enclosed document "Complete Your Checklist." If you have any questions, please contact us at 800-936-8303.

Sincerely,
Homeowner Assistance Team

The Making Home Affordable program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, we -- your mortgage servicer -- and the Federal Government are working to offer you options to help you stay in your home.

Attachments: Complete Your Checklist, Important Program Info, Frequently Asked Questions, Two copies of the Trial Period Plan, Hardship Affidavit, and IRS Form 4506-T

C1SL-309-02-8

Ex. 2

FILED

FEB 03 2010

**William A. Shaw
Prothonotary/Clerk of Courts**

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Sheriff

61

FILED

FEB 04 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE 2/4/10

☒ You are responsible for serving all appropriate parties.

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

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

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20926
NO: 08-218-CD

PLAINTIFF: PHH MORTGAGE CORPORATION
VS.
DEFENDANT: RAYMOND L. SWACKHAMMER

Execution REAL ESTATE

FILED
079206N
MAR 19 2010
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

DATE RECEIVED WRIT: 2/10/2009

LEVY TAKEN 3/2/2009 @ 3:07 PM

POSTED 3/2/2009 @

SALE HELD 2/5/2010

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 3/19/2010

DATE DEED FILED

PROPERTY ADDRESS 96 BUCCANEER LANE A/K/A SECT. 6, LOT 118 BERMUDA TREASURE LAKE DUBOIS , PA 15801

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

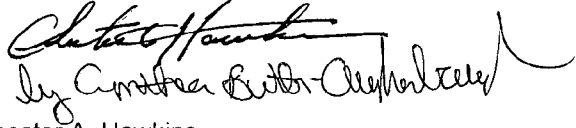
SHERIFF HAWKINS \$298.10

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2010

So Answers,


Chester A. Hawkins
Sheriff

PHH MORTGAGE CORPORATION
vs
RAYMOND L. SWACKHAMMER

1 3/4/2009 @ SERVED RAYMOND L. SWACKHAMMER

SERVED RAYMOND L. SWACKHAMMER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 96 BUCCANEER LANE, DUBOIS, CLEARFIELD CO., PA. #70060810000145074746 REG & CERT MAIL RETD UNCLAIMED 3/9/09.

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

2 3/4/2009 @ SERVED RAYMOND L. SWACKHAMMER

SERVED RAYMOND L. SWACKHAMMER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 1801 TREASURE LAKE, DUBOIS, PA CERT #70060810000145074920. CERT MAIL RETURNED UNCLAIMED MARCH 2, 2009.

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

3 3/6/2009 @ SERVED RAYMOND L. SWACKHAMMER

SERVED RAYMOND L. SWACKHAMMER, DEFENANT, BY REG & CERT MAIL PER COURT ORDER TO 83 LONGVIEW COURT, WEEDVILLE, CLEARFIELD COUNTY, PA, SIGNED FOR BY AN AGENT RUSSELL L. SWACKHAMMER

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

@ SERVED

NOW, APRIL 27 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR MAY 1, 2010 TO JUNE 5, 2010 DUE TO SERVICE OF NOTICE OF SALE.

@ SERVED

NOW, MAY 29, 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO PCSTPONE THE SHERIFF SALE SCHEDULED FOR JUNE 5, 2009 TO JULY 10, 2009.

@ SERVED

NOW, JULY 9, 2009 RECEIVED A COURT ORDER TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JULY 10, 2009 TO SEPTEMBER 4, 2009 WITHOUT FURTHER ADVERTISING OR ADDITIONAL NOTICE.

@ SERVED

NOW, SEPTEMBER 1, 2009 RECEIVED A COURT ORDER TO POSTPONE THE SHERIFF SALE SCHEDULED FOR SEPTEMBER 4, 2009 TO LAST SALE DATE IN OCTOBER 2009, WITHOUT FURTHER ADVERTISING.

PHH MORTGAGE CORPORATION

vs

RAYMOND L. SWACKHAMMER

@ SERVED

NOW, SEPTEMBER 28, 2009 RECEIVED A COURT ORDER TO POSTPONE THE SHERIFF SALE SCHEDULED FOR OCTOBER 2, 2009 TO NOVEMBER 12, 2009, WITHOUT FURTHER ADVERTISING.

@ SERVED

NOW, OCTOBER 29, 2009 RECEIVED A COURT ORDER TO STAY THE SHERIFF SALE SCHEDULED FOR NOVEMBER 13, 2009 TO FEBRUARY 2010.

@ SERVED

NOW, NOVEMBER 16, 2009 RECEIVED AN AMENDED COURT ORDER TO STAY THE SHERIFF SALE SCHEDULED FOR NOVEMBER 2009 TO FEBRUARY 2010 WITHOUT FURTHER ADVERTISING.

@ SERVED

NOW, FEBRUARY 4, 2010 RECEIVED A COURT ORDER TO CANCEL THE SHERIFF SALE SCHEDULED FOR FEBRUARY 5, 2010.

@ SERVED

NOW, FEBRUARY 4, 2010 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SCHEDULED FOR FEBRUARY 5, 2010 DUE TO A COURT ORDER.

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

PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No.

No. 2008-218-CD

No.

WRIT OF EXECUTION
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 96 BUCCANEER LANE, DU BOIS, PA 15801
(See Legal Description attached)

Amount Due

Prothonotary costs \$145,575.26
163.00

Interest from 1/8/09 to Sale

\$

Per diem \$23.93

Add'l Costs

\$4,420.54

Writ Total

\$


OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

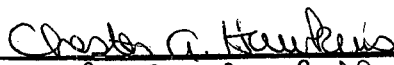
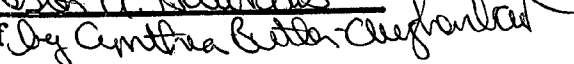
Dated

2/10/09

(SEAL)

170581

Received this writ this 10th day
of February A.D. 2009
At 3:00 A.M./P.M.


Sheriff 

No. 2008-218-CD.....

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER

WRIT OF EXECUTION
(Mortgage Foreclosure)

	Costs
Real Debt	\$145,575.26

Int. from 1/8/09
To Date of Sale (\$23.93 per diem)

Costs	
Prothy Pd.	<u>1163.00</u>

Sheriff

Daniel G. Schmieg

DANIEL G. SCHMIEG, ESQUIRE
Attorney for Plaintiff

Address: RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DU BOIS, PA 15801

W.W.B.W. A.D. and this writ this

LEGAL DESCRIPTION

ALL that certain tract of land designated as Section 6, Lot 118, Bermuda, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office. Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

- 1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.**
- 2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.**
- 3. All minerals and mining rights of every kind and nature.**
- 4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.**

BEING the same premises conveyed to Roger W. Reed and Nancy J. Reed, husband and wife, by deed of Nancy J. Mohney, single, dated July 23, 2004, and recorded in the Office of the Recorder of Deeds in and for Clearfield County Instrument No. 2004-12416.

TITLE TO SAID PREMISES IS VESTED IN Raymond L. Swackhammer, single, by Deed from Roger W. Reed and Nancy J. Reed, h/w, dated 04/13/2007, recorded 05/25/2007, in Deed Mortgage Inst# 200708743.

Premises being: 96 BUCCANEER LANE
DU BOIS, PA 15801

Tax Parcel No. C02-006-00118-00-21

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RAYMOND L. SWACKHAMMER

NO. 08-218-CD

NOW, March 19, 2010, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on February 05, 2010, I exposed the within described real estate of Raymond L. Swackhammer 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	
LEVY	15.00
MILEAGE	20.90
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	27.20
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
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	100.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$298.10

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	145,575.26
INTEREST @ 23.9300	9,404.49
FROM 01/08/2009 TO 02/05/2010	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$154,999.75

COSTS:

ADVERTISING	1,474.29
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	298.10
LEGAL JOURNAL COSTS	270.00
PROTHONOTARY	163.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$2,205.39

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

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

PHH Mortgage Corporation,
Plaintiff

vs.

RAYMOND L. SWACKHAMMER,
Defendant

NO. 08-218-CD

COPY

ORDER

NOW, this 2nd day of May, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant **RAYMOND L.**

SWACKHAMMER by:

1. Publication one time in The Courier Express (DuBois) and the
Clearfield County Legal Journal;
2. By first class mail to 93 Buccaneer Lane, DuBois, PA 15801; 1801
Treasure Lake, DuBois, PA 15801 and 83 Longview Court,
Weedville, PA 15868;
3. By certified mail, return receipt requested, to 93 Buccaneer Lane,
DuBois, PA 15801; 1801 Treasure Lake, DuBois, PA 15801 and 83
Longview Court, Weedville, PA 15868; and
4. By posting the mortgaged premises known in this herein action as 93
Buccaneer Lane, DuBois, PA 15801.

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

Affidavits of Service with the Prothonotary of Clearfield County.

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

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

MAY 06 2008

Attest.

William B. Shaw
Prothonotary/
Clerk of Courts

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <i>Russell Swackhammer</i> ☒ Agent ☐ Addressee B. Received by (Printed Name) <u>RUSSELL L SWACKHAMMER</u> C. Date of Delivery <u>Feb 26</u> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
1. Article Addressed to: RAYMOND L. SWACKHAMMER 83 LONGVIEW COURT WEEDVILLE, PA 15868	3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number: <u>7006 0810 0001 4507 4937</u> (Transfer from service label)	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540	

7006 0810 0001 4507 4937

U.S. Postal Service[™]

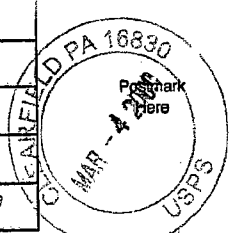
CERTIFIED MAIL[™] RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <u>5.49</u>



Sent To

Street, Apt. No., or PO Box No. RAYMOND L. SWACKHAMMER

City, State, ZIP+4 83 LONGVIEW COURT
WEEDVILLE, PA 15868

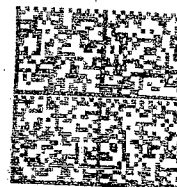
PS Form 3800, June 2002
See Reverse for Instructions



CHESTER A. HAWKINS
SHERIFF
 COURTHOUSE
 1 NORTH SECOND STREET - SUITE 116
 CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 4920



Hasler

016H16505405

\$05.490

03/04/2009

Mailed From 16830
US POSTAGE

NAME

RAYMOND L. SWACKHAMMER
 1801 TREASURE LAKE
 DUBOIS, PA 15801

2nd Notice

Return

3-5

3-10

3-21 *UNC*

NIXIE

165 SE 1

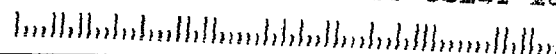
02 03/26/09

RETURN TO SENDER
 UNCLAIMED
 UNABLE TO FORWARD

BC: 16830247201

*0596-05241-26-27

1683002472



7006 0810 0001 4507 4920

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

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

OFFICIAL USE

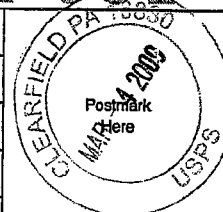
Postage \$

Certified Fee

Return Receipt Fee
 (Endorsement Required)

Restricted Delivery Fee
 (Endorsement Required)

Total Postage & Fees \$ **5.49**



Sent To

Street, Apt. No.,
 or PO Box No.
 City, State, ZIP+4

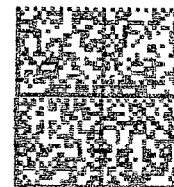
RAYMOND L. SWACKHAMMER
 1801 TREASURE LAKE
 DUBOIS, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions



CHESTER A. HAWKINS
SHERIFF
 COURTHOUSE
 1 NORTH SECOND STREET - SUITE 116
 CLEARFIELD, PENNSYLVANIA 16830



Hasler

016H16505405

\$00.590

03/04/2009

Mailed From 16830
US POSTAGE

Rec. 3-4-09

RAYMOND L. SWACKHAMMER
 96 BUCCANEER LANE
 DUBOIS, PA 15801

NIXIE

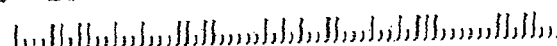
165 CC 1

72 03/07/09

RETURN TO SENDER
 INSUFFICIENT ADDRESS
 UNABLE TO FORWARD

BC: 16830247201

*2832-13239-04-42



CERTIFIED MAIL

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DUBOIS, PA 15801

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent

☐ Addressee

X

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7006 0810 0001 4507 4920

Domestic Return Receipt

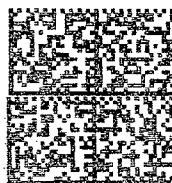
102595-02-M-1540



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 4746



Hasler

016H16505405

\$05.49⁰

03/04/2009

Mailed From 16830
US POSTAGE

IA

RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DUBOIS, PA 15801

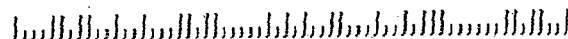
Rec
39-09

NIXIE 165 SC 1 72 03/06/09

RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD

BC: 16830247201 *0595-12097-06-25

168302472



7006 0810 0001 4507 4746

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49
Sent To	
Street, Apt. No., or PO Box No.	RAYMOND L. SWACKHAMMER 96 BUCCANEER LANE
City, State, ZIP+4	DUBOIS, PA 15801
PS Form 3800, June 2002	
See Reverse for Instructions	

CLEARFIELD PA 16830
MAR 2009
Postmark
Here
USPS

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DUBOIS, PA 15801

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4746

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Phelan Hallinan & Schmieg, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000
Fax: (215) 563-7009

Representing Lenders in
Pennsylvania and New Jersey

Foreclosure Manager

April 27, 2009

Office of the Sheriff
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Attn: Real Estate Department

Fax Number: 814-765-5915

Re: PHH MORTGAGE CORPORATION v.
RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE DU BOIS, PA 15801
Court No. 2008-218-CD

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is scheduled for May 1, 2009 due to the following: Service of NOS.

The Property is to be relisted for the June 5, 2009 Sheriff Sale.

Thank you for your correspondence in this matter.

Very Truly Yours,
TOBY BJORKMAN for
Phelan Hallinan & Schmieg, LLP

Phelan Hallinan & Schmieg, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000
Fax: (215) 563-7009

**Representing Lenders in
Pennsylvania and New Jersey**

Foreclosure Manager

May 29, 2009

Office of the Sheriff
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Attn: Real Estate Department

Fax Number: 814-765-5915

Re: PHH MORTGAGE CORPORATION v.
RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE DU BOIS, PA 15801
Court No. 2008-218-CD

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is scheduled for June 5, 2009 due to the following: Moratorium.

The Property is to be relisted for the July 10, 2009 Sheriff Sale.

Thank you for your correspondence in this matter.

Very Truly Yours,
TOBY BJORKMAN for
Phelan Hallinan & Schmieg, LLP

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY OF
PENNSYLVANIA**

PHH MORTGAGE CORPORATION
Plaintiff

vs.

RAYMOND L. SWACKHAMMER
Defendant

Court of Common Pleas

Civil Division

No. 2008-218-CD

CLEARFIELD County

ORDER

AND NOW, this 9th day of July, 2009, after consideration of Plaintiff's Motion to Postpone Sheriff's Sale of the mortgage property, it is hereby

ORDERED that the said sale of 96 Buccancer Lane, Du Bois, PA 15801, is hereby extended two months to the regularly scheduled Clearfield County Sheriff's Sale dated September 4, 2009.

No further advertising or additional notice to lienholders or defendants is required, however, the Sheriff is directed to announce the continuation to the assembled bidders and Plaintiff is to forward a copy of this Order to Defendants via first class mail.

BY THE COURT:

/S/ Fredric J Ammerman

cc: Daniel G. Schmieg, Esquire
CARL MOLLICA
RAYMOND L. SWACKHAMMER
Sheriff of CLEARFIELD County

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

JUL 09 2009

PHS # 170581

Attest.

William K. Schmitz
Prothonotary/
Clerk of Courts

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

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

No. 2008-218-CD

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant/Petitioner

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

AUG 26 2009

ORDER

Attest.

W. H. H.
Promotory/
Clerk of Courts

The Joint Motion for continuance of the hearing currently scheduled
for August 26, 2009, at 3:30 p.m. is GRANTED.

The continued hearing shall be held in Courtroom 1 of the Clearfield
County Courthouse on the 28th day of September, 2009,
at 1:30 p.m.

The sheriff's sale currently scheduled for September 4, 2009, is
postponed to the last sale date in October, 2009. No further costs or
advertising will be required.

BY THE COURT:

/s/ Fredric J Ammerman

PRESIDENT JUDGE 8/26/09

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

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

No. 2008-218-CD

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant/Petitioner

ORDER

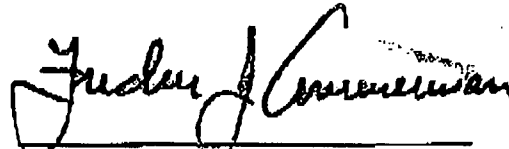
The Joint Motion for continuance of the hearing currently scheduled for September 28, 2009, at 1:30 p.m. is GRANTED.

The continued hearing shall be held in Courtroom 1 of the Clearfield County Courthouse on the 27th day of October, 2009, at 9:00 a. .m. No additional continuances of this matter will be granted.

The sheriff's sale currently scheduled for October 2, 2009, is postponed to the sale date for November 2009. No further costs or advertising will be required.

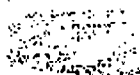
BY THE COURT:

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


PRESIDENT JUDGE

SEP 23 2009

Attest.




Prothonotary/
Clerk of Courts

T-477 P006/006 F-867

814-765-1396

09-25-'09 13:13 FROM-MidPenn Legal Svcs

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

PHH MORTGAGE CORPORATION :

-VS-

: No. 08-218-CD

RAYMOND L. SWACKHAMMER :

O R D E R

AND NOW, this 27th day of October, 2009, following argument on the petition requesting stay of real property execution filed on May 29, 2009, on behalf of the Defendant, with the Court noting that sheriff's sale is scheduled for the month of November 2009, it is the ORDER of this Court that the petition requesting stay be and is hereby granted to the extent that the sale scheduled in November 2009 is hereby continued. The sheriff shall reschedule the sale, consistent with his office's policy, for the month of February 2010 at a day and time to be determined by the sheriff.

BY THE COURT,

/S/ Fredric J Ammerman

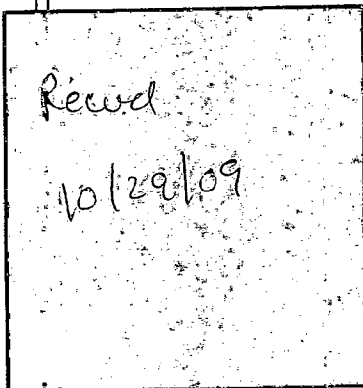
President Judge

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

OCT 28 2009

Attest.

William A. B...
Prothonotary/
Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION :

Plaintiff :

No. 2008-218-CD

vs. :

RAYMOND L. SWACKHAMMER :

Defendant :

AMENDED ORDER

AND NOW, following argument on the petition requesting stay of real property execution filed on May 29, 2009, on behalf of the Defendant, with the Court noting that the sheriff's sale is scheduled for the month of November 2009, it is the ORDER of this Court that the petition requesting stay be and is hereby granted to the extent that the sale scheduled for November 2009 is hereby continued.

The Sheriff shall reschedule the sale, consistent with his office's policy, for the month of February 2010 at a day and time to be determined by the Sheriff. No further costs or advertising will be required.

BY THE COURT,

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

/S/ Fredric J Ammerman

PRESIDENT JUDGE

NOV 16 2009

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

Shff

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

PHH MORTGAGE CORPORATION
Plaintiff

vs

RAYMOND L. SWACKHAMMER
Defendant

*
*
*
*
*

NO. 08-218-CD

ORDER

NOW, this 4th day of February, 2010, upon consideration of the Joint Motion for Continuance of the Sheriff's Sale currently scheduled for Friday, February 5, 2010 it is the ORDER of this Court that the the Sheriff's Sale is canceled. The sale shall be rescheduled in the future at the request of the Plaintiff.

BY THE COURT,

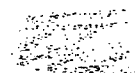
/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN
President Judge

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

FEB 04 2010

Attest.



William L. Brown
Prothonotary/
Clerk of Courts

Phelan Hallinan & Schmieg, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000
Fax: (215) 563-7009

Representing Lenders in
Pennsylvania and New Jersey

Foreclosure Manager

February 4, 2010

Office of the Sheriff
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Attn: Real Estate Department

Fax Number: 814-765-5915

Re: PHH MORTGAGE CORPORATION v.
RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE DU BOIS, PA 15801
Court No. 2008-218-CD

Dear Sir/Madam:

Please STAY the Sheriff's Sale of the above referenced property, which is scheduled for February 5, 2010 due to the following: Court Order.

Please be advised that no funds were reported to be received.

You are hereby directed to immediate discontinue the advertising of the sale and processing or posting of the Notice of Sale.

Please return the original Writ of Execution to the Prothonotary as soon as possible. In addition, please forward a copy of the cost sheet pertaining to this sale to our office via facsimile to 215-567-0072 or regular mail at your earliest convenience.

Thank you for your cooperation in this matter.

Very Truly Yours,
PATRICK WIRT for
Phelan Hallinan & Schmieg, LLP

FILED

MAR 19 2010

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

QUEENSTOWN HUNT CLUB, INC.,

Plaintiff,

vs.

WILLIAM B. REILLY, Individually, and
t/d/b/a KEYSTONE LAND AND TIMBER
CO., and TROY P. GRASSMYER, Their
Heirs, Successors and Assigns and All
Other Persons Claiming Any Interest In
The Property Described In This Action,

Defendants.

No. 2008-840-CD

FILED
MAR 19 2010

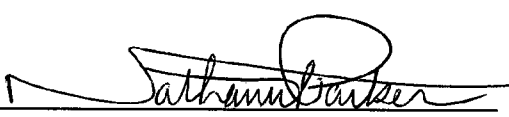
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Nathaniel Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Notice of Deposition of William B. Reilly**" was sent by facsimile transmission and first class mail, postage prepaid, on March 17, 2010, to other counsel of record addressed as follows:

David C. Mason, Esq.
Mason Law Office
409 N. Front Street
P. O. Box 28
Philipsburg, PA 16866
Fax: (814) 342-5318

GRECO & LANDER, P.C.:

By: 

NATHANIEL PARKER, ESQ.

FILED
MAR 19 2010

William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

QUEENSTOWN HUNT CLUB, INC.,

Plaintiff,

vs.

WILLIAM B. REILLY, Individually, and
t/d/b/a KEYSTONE LAND AND TIMBER
CO., and TROY P. GRASSMYER, Their
Heirs, Successors and Assigns and All
Other Persons Claiming Any Interest In
The Property Described In This Action,

Defendants.

No. 2008-840-CD

CERTIFICATE OF SERVICE

FILED
MAR 19 2010
William A. Shaw
Prothonotary/Clerk of Courts

I, Nathaniel Parker, Esq., hereby certify that a true and correct copy of the foregoing "**Notice of Deposition of Troy P. Grassmyer**" was sent by facsimile transmission and first class mail, postage prepaid, on March 17, 2010, to other counsel of record addressed as follows:

David C. Mason, Esq.
Mason Law Office
409 N. Front Street
P. O. Box 28
Philipsburg, PA 16866
Fax: (814) 342-5318

GRECO & LANDER, P.C.:

By:



NATHANIEL PARKER, ESQ.

FILED

MAR 19 2010

William A. Straw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant//Petitioner

No. 2008-218-CD

: Type of Document:

CERTIFICATION OF SERVICE

Counsel for Plaintiff/Respondent:

Robert D. Warr, Jr. Esquire
PHELAN HALLINAN & SCHMIEG, LLP
Omni William Penn Office Tower
555 Grant Street, Suite 360
Pittsburgh PA 15219
412 745-0600

Counsel for Defendant//Petitioner:

MidPenn Legal Services
Carl Mollica, Esq., # 41277
2054 East College Avenue
State College PA 16801
814 238-9504, ext. 1126

FILED
JUN 29 2010
William A. Shaw
Prothonotary/Clerk of Courts

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA CIVIL ACTION – LAW

PHH MORTGAGE CORPORATION
3000 LEADENHALL ROAD
OR 4001 LEADENHALL ROAD
MOUNT LAUREL, NJ 08054

Plaintiff/Respondent

No. 2008-218-CD

v.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DuBOIS PA 15801

Defendant//Petitioner

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Order of this Court canceling the Sheriff's Sale of February 5, 2010, was sent to Plaintiff's Counsel on the 4th day of February by email to Robert Warr, Esquire, Robert.Warr@fedphe.com., receipt of which was confirmed.

Carl J. Mollica 100 6-28-10
Date

FILED

JUN 29 2010

**William A. Shaw
Prothonotary/Clerk of Courts**

PRAECIPE FOR WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)

Pa.R.C.P. 3180-3183

PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER

COURT OF COMMON PLEAS

CIVIL DIVISION

NO.: 2008-218-CD

CLEARFIELD COUNTY

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due

Prothonotary costs \$152,961.51
183.00

Interest from 05/02/2009 to Sale

\$ _____

Per diem \$25.14

Add'l Costs

\$0.00

Writ Total

\$ _____

Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
- ☐ Michele M. Bradford, Esq., Id. No. 69849
- ☐ Judith T. Romano, Esq., Id. No. 58745
- ☐ Sheetal R. Shah-Jani, Esq., Id. No. 81760
- ☐ Jenine R. Davey, Esq., Id. No. 87077
- ☐ Lauren R. Tabas, Esq., Id. No. 93337
- ☐ Vivek Srivastava, Esq., Id. No. 202331
- ☐ Jay B. Jones, Esq., Id. No. 86657
- ☐ Peter J. Mulcahy, Esq., Id. No. 61791
- ☐ Andrew L. Spivack, Esq., Id. No. 84439
- ☐ Jaime McGuinness, Esq., Id. No. 90134
- ☐ Chrisovalante P. Fliakos, Esq., Id. No. 94620
- ☐ Joshua I. Goldman, Esq., Id. No. 205047
- ☐ Courtenay R. Dunn, Esq., Id. No. 206779
- ☐ Andrew C. Bramblett, Esq., Id. No. 208375
- ☒ Allison F. Wells, Esq., Id. No. 309519

Note: Please attach description of Property.

PHS # 170581

FILED

Att'y pd. 20.00
1/17/2011
JAN 17 2011

S
William A. Shaw
Prothonotary/Clerk of Courts

ICC @ Lewitts
w/prop. desc.
to Sheriff
@

No.: 2008-218-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

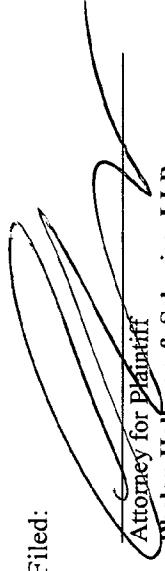
PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

Filed:


Attorney for Plaintiff
Phelan Hallinan & Schmieg, LLP

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
- ☐ Michele M. Bradford, Esq., Id. No. 69849
- ☐ Judith T. Romano, Esq., Id. No. 58745
- ☐ Sheetal R. Shah-Jani, Esq., Id. No. 81760
- ☐ Jenine R. Davey, Esq., Id. No. 87077
- ☐ Lauren R. Tabas, Esq., Id. No. 93337
- ☐ Vivek Srivastava, Esq., Id. No. 202331
- ☐ Jay B. Jones, Esq., Id. No. 86657
- ☐ Peter J. Mulcahy, Esq., Id. No. 61791
- ☐ Andrew L. Spivack, Esq., Id. No. 84439
- ☐ Jaime McGuinness, Esq., Id. No. 90134
- ☐ Chrisovalante P. Fliakos, Esq., Id. No. 94620
- ☐ Joshua I. Goldman, Esq., Id. No. 205047
- ☐ Courtenay R. Dunn, Esq., Id. No. 206779
- ☐ Andrew C. Bramblett, Esq., Id. No. 208375
- ☒ Allison F. Wells, Esq., Id. No. 309519

Address where papers may be served:
RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

83 LONGVIEW COURT
WEEDVILLE, PA 15868

96 BUCCANEER LANE
DUBOIS, PA 15801

LEGAL DESCRIPTION

ALL that certain tract of land designated as Section 6, Lot 118, Bermuda, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office. Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements, and rights-of-way as fully as the same are contained in all prior deeds, instruments, or writings or in any other manner touching or affecting the premises hereby conveyed.

TITLE TO SAID PREMISES IS VESTED IN Raymond L. Swackhammer, single, by Deed from Roger W. Reed and Nancy J. Reed, h/w, dated 04/13/2007, recorded 05/25/2007, in Deed Mortgage Inst# 200708743.

Premises being: 96 BUCCANEER LANE
DU BOIS, PA 15801

Tax Parcel No. CO2-006-00118-00-21

FILED

JAN 17 2011

**William A. Shaw,
Prothonotary/Clerk of Courts**

Phelan Hallinan & Schmieg, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

Attorneys for Plaintiff

PHH MORTGAGE CORPORATION
Plaintiff

v.

RAYMOND L. SWACKHAMMER
Defendant(s)

: **COURT OF COMMON PLEAS**
:
: **CIVIL DIVISION**
:
: **NO.: 2008-218-CD**
:
: **CLEARFIELD COUNTY**
:

CERTIFICATION

The undersigned attorney hereby states that he/she is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because:

- () the mortgage is an FHA Mortgage
- () the premises is non-owner occupied
- () the premises is vacant
- (X) Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

By: 
Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
- ☐ Michele M. Bradford, Esq., Id. No. 69849
- ☐ Judith T. Romano, Esq., Id. No. 58745
- ☐ Sheetal R. Shah-Jani, Esq., Id. No. 81760
- ☐ Jenine R. Davey, Esq., Id. No. 87077
- ☐ Lauren R. Tabas, Esq., Id. No. 93337
- ☐ Vivek Srivastava, Esq., Id. No. 202331
- ☐ Jay B. Jones, Esq., Id. No. 86657
- ☐ Peter J. Mulcahy, Esq., Id. No. 61791
- ☐ Andrew L. Spivack, Esq., Id. No. 84439
- ☐ Jaime McGuinness, Esq., Id. No. 90134
- ☐ Chrisovalante P. Fliakos, Esq., Id. No. 94620
- ☐ Joshua I. Goldman, Esq., Id. No. 205047
- ☐ Courtenay R. Dunn, Esq., Id. No. 206779
- ☐ Andrew C. Bramblett, Esq., Id. No. 208375
- ☒ Allison F. Wells, Esq., Id. No. 309519

PHH MORTGAGE CORPORATION

Plaintiff

v.

RAYMOND L. SWACKHAMMER

Defendant(s)

: COURT OF COMMON PLEAS

:

:

CIVIL DIVISION

:

:

NO.: 2008-218-CD

:

:

CLEARFIELD COUNTY

PHS # 170581

AFFIDAVIT PURSUANT TO RULE 3129.1

PHH MORTGAGE CORPORATION, Plaintiff in the above action, by the undersigned attorney, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **96 BUCCANEER LANE, DU BOIS, PA 15801**.

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

Name

Address (if address cannot be reasonably
ascertained, please so indicate)

RAYMOND L. SWACKHAMMER

**1801 TREASURE LAKE
DU BOIS, PA 15801**

**83 LONGVIEW COURT
WEEDVILLE, PA 15868**

**96 BUCCANEER LANE
DUBOIS, PA 15801**

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

Name

Address (if address cannot be reasonably
ascertained, please so indicate)

SAME AS ABOVE

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

Name

Address (if address cannot be
reasonably ascertained, please indicate)

None.

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

Name

Address (if address cannot be
reasonably ascertained, please indicate)

None.

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

Name

Address (if address cannot be
reasonably ascertained, please indicate)

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.

Name

Address (if address cannot be
reasonably ascertained, please indicate)

**TREASURE LAKE PROPERTY
OWNERS ASSOCIATION**

**13 TREASURE LAKE
DUBOIS, PA 15801**

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

Name

Address (if address cannot be reasonably ascertained, please indicate)

TENANT/OCCUPANT

**96 BUCCANEER LANE
DU BOIS, PA 15801**

**DOMESTIC RELATIONS
CLEARFIELD COUNTY**

**CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PA 16830**

**Commonwealth of Pennsylvania
Department of Welfare**

**P.O. Box 2675
Harrisburg, PA 17105**

Internal Revenue Service Advisory

**1000 Liberty Avenue Room 704
Pittsburgh, PA 15222**

**U.S. Department of Justice
Michael C. Colville, Esquire,
United States Attorney**

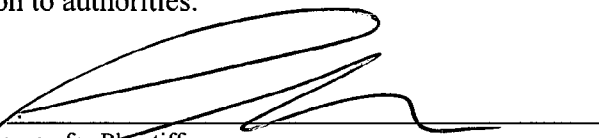
**Western District of PA
633 U.S. Post Office & Courthouse
Pittsburgh, PA 15219**

CARL MOLLIKA, ESQ.

**MIDPENN LEGAL SERVICES
2054 EAST COLLEGE AVENUE
STATE COLLEGE, PA 16801**

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.A. § 4904 relating to unsworn falsification to authorities.

January 14, 2011

By: 

Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
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- ☐ Courtenay R. Dunn, Esq., Id. No. 206779
- ☐ Andrew C. Bramblett, Esq., Id. No. 208375
- ☒ Allison F. Wells, Esq., Id. No. 309519

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

Pa.R.C.P. 3180-3183 and Rule 3257

COPY

PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER

COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2008-218-CD

CLEARFIELD COUNTY

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 96 BUCCANEER LANE, DU BOIS, PA 15801
(See Legal Description attached)

Amount Due

Interest from 05/02/2009 to Sale
Per diem \$25.14
Add'l Costs
Writ Total

Prothonotary costs \$152,961.51
183.00

\$ _____

\$0.00

Will [Signature]

OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated 11-7-11
(SEAL)

PHS # 170581

No. 2008-218-CD

IN THE COURT OF COMMON PLEAS OF
CLERAFIELD COUNTY, PENNSYLVANIA

PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER

WRIT OF EXECUTION
(Mortgage Foreclosure)

	<u>Costs</u>
Real Debt	\$152,961.51
Int. from	
To Date of Sale (\$25.14 per diem)	
Costs	
Prothy Pd.	<u>183.00</u>
Sheriff	

Filed

Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP

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- ☐ Andrew C. Bramblett, Esq., Id. No. 208375
- ☒ Allison F. Wells, Esq., Id. No. 309519

Address where papers may be served:
RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

83 LONGVIEW COURT
WEEDVILLE, PA 15868

96 BUCCANEER LANE
DUBOIS, PA 15801

LEGAL DESCRIPTION

ALL that certain tract of land designated as Section 6, Lot 118, Bermuda, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office. Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements, and rights-of-way as fully as the same are contained in all prior deeds, instruments, or writings or in any other manner touching or affecting the premises hereby conveyed.

TITLE TO SAID PREMISES IS VESTED IN Raymond L. Swackhammer, single, by Deed from Roger W. Reed and Nancy J. Reed, h/w, dated 04/13/2007, recorded 05/25/2007, in Deed Mortgage Inst# 200708743.

Premises being: 96 EUCCANEER LANE
DU BOIS, PA 15801

Tax Parcel No. CO2-006-00118-00-21

CA

FILED
M/T/11-12-2011
FEB 23 2011
William A. Shaw
Prothonotary/Clerk of Courts
(60)

Phelan Hallinan & Schmieg, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
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William E. Miller, Esq., Id. No. 308951
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
Plaintiff

v.

RAYMOND L. SWACKHAMMER
Defendant

: Court of Common Pleas
:
: Civil Division
:
: CLEARFIELD County
:
: No.: 2008-218-CD
:

PLAINTIFF'S MOTION TO REASSESS DAMAGES

Plaintiff, by its Attorneys, Phelan Hallinan & Schmieg, LLP, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on February 6, 2008.

2. Judgment was entered on January 8, 2009 in the amount of \$145,575.26. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "A".

3. Plaintiff filed a prior Motion to Reassess Damages, which was granted by Order dated May 18, 2009, amending the judgment amount to \$152,961.51. A true and correct copy of the Order is attached hereto, made part hereof, and marked as Exhibit "B".

4. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

5. The Property is listed for Sheriff's Sale on April 1, 2011.

6. Additional sums have been incurred or expended on Defendant's behalf since the Complaint was filed and Defendant has been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$127,391.73
Interest Through April 1, 2011	\$30,786.40
Per Diem \$25.30	
Late Charges	\$174.60
Legal fees	\$1,550.00
Cost of Suit and Title	\$2,772.04
Sheriff's Sale Costs	\$2,062.39
Property Inspections/ Property Preservation	\$265.00
Appraisal/Brokers Price Opinion	\$300.00
Mortgage Insurance Premium /	\$251.72

Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$7,182.55

TOTAL	\$172,736.43

7. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

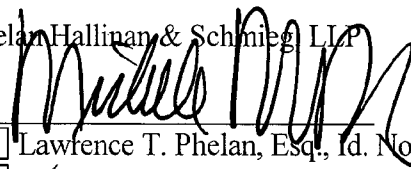
8. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendant.

9. Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as addressed in Plaintiff's attached brief.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 2/22/11

Phelan Hallinan & Schmieg LLP

By: 

☐ Lawrence T. Phelan, Esq., Id. No. 32227

☐ Francis S. Hallinan, Esq., Id. No. 62695

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ATTORNEY FOR PLAINTIFF

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ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
 Plaintiff

v.

RAYMOND L. SWACKHAMMER
 Defendant

: Court of Common Pleas
 :
 : Civil Division
 :
 : CLEARFIELD County
 :
 : No.: 2008-218-CD
 :

**MEMORANDUM OF LAW IN SUPPORT OF
 PLAINTIFF'S MOTION TO REASSESS DAMAGES**

I. BACKGROUND OF CASE

RAYMOND L. SWACKHAMMER executed a Promissory Note agreeing to pay principal, interest, late charges, real estate taxes, hazard insurance premiums, and mortgage insurance premiums as these sums became due. Plaintiff's Note was secured by a Mortgage on the Property located at 96 BUCCANEER LANE, DU BOIS, PA 15801. The Mortgage indicates that in the event of a default in the mortgage, Plaintiff may advance any necessary sums, including taxes, insurance, and other items, in order to protect the security of the Mortgage.

In the instant case, Defendant defaulted under the Mortgage by failing to tender numerous, promised monthly mortgage payments. Accordingly, after it was clear that the default would not be cured, Plaintiff commenced the instant mortgage foreclosure action. Judgment was subsequently entered by the Court, and the Property is currently scheduled for Sheriff's Sale.

Because of the period of time between the initiation of the mortgage foreclosure action, the entry of judgment and the Sheriff's Sale date, damages as previously assessed are outdated and need to be adjusted to include current interest, real estate taxes, insurance premiums, costs of collection, and other expenses which Plaintiff has been obligated to pay under the Mortgage in order to protect its interests. It is also appropriate to give Defendant credit for monthly payments tendered through bankruptcy, if any.

II. LEGAL ARGUMENT TO AMEND PLAINTIFF'S IN REM JUDGMENT

It is settled law in Pennsylvania that the Court may exercise its equitable powers to control the enforcement of a judgment and to grant any relief until that judgment is satisfied. 20 P.L.E., Judgments § 191. Stephenson v. Butts, 187 Pa.Super. 55, 59, 142 A.2d 319, 321 (1958). Chase Home Mortgage Corporation of the Southwest v. Good, 537 A.2d 22, 24 (Pa.Super. 1988). The

Pennsylvania Superior Court has repeatedly cited the right of a foreclosing creditor to amend its judgment prior to the Sheriff's sale. Nationsbank Mortgage Corp. v. Grillo, 827 A.2d 489 (Pa.Super. 2003). Morgan Guaranty Trust Co. of N.Y. v. Mowl, 705 A.2d 923 (Pa. Super. 1998). Union National Bank of Pittsburgh v. Ciongoli, 407 Pa.Super. 171, 595 A.2d 179 (1991).

The Supreme Court of Pennsylvania recognized in Landau v. Western Pa. Nat. Bank, 445 Pa. 117, 282 A.2d 335 (1971), that the debt owed on a Mortgage is subject to change and, in fact, can be expected to change from day to day because the bank must advance sums in order to protect its collateral. Because a Mortgage lien is not extinguished until the debt is paid, Plaintiff must protect its collateral up until the date of sale. Beckman v. Altoona Trust Co., 332 Pa. 545, 2 A.2d 826 (1939). Because a judgment in mortgage foreclosure is strictly in rem, it is critical that the judgment reflect those amounts expended by the Plaintiff in protecting the property. Meco Reality Company v. Burns, 414 Pa. 495, 200 A.2d 335 (1971). Plaintiff submits that if it goes to sale without the requested amended judgment, and if there is competitive bidding for the Property, Plaintiff will suffer a significant loss in that it would not be able to recoup monies it advanced to protect its interests. Conversely, amending the in rem judgment will not be detrimental to Defendant as it imputes no personal liability.

In B.C.Y. v. Bukovich, the Pennsylvania Superior Court reiterated its long standing rule that a Court has the inherent power to correct a judgment to conform to the facts of a case. 257 Pa. Super. 157, 390 A.2d 276 (1978). In the within case, the amount of the original judgment does not adequately reflect the additional sums due on the Mortgage due to Defendant's failure to tender payments during the foreclosure proceeding and the advances made by the mortgage company. The Mortgage plainly requires the mortgagor to tender to the mortgagee monthly payments of principal and interest until the Promissory Note accompanying the Mortgage is paid in full. The mortgagor is

also required to remit to the mortgagee sufficient sums to pay monthly mortgage insurance premiums, fire insurance premiums, taxes and other assessments relating to the Property. The mortgagor has breached the terms of the Mortgage, and Plaintiff has been forced to incur significant unjust financial losses on this loan.

III. THE FORECLOSURE JUDGMENT IS IN REM ONLY

The within case is a mortgage foreclosure action, the sole purpose of which is to take the mortgaged property to Sheriff's Sale. Pennsylvania law makes clear that an action in mortgage foreclosure is strictly in rem and does not include any personal liability. Newtown Village Partnership v. Kimmel, 424 Pa. Super 53, 55, 621 A.2d 1036, 1037 (1993). Signal Consumer Discount Company v. Babuscio, 257 Pa. Super 101, 109, 390 A.2d 266, 270 (1978). Pennsylvania Rule of Civil Procedure 1141(a).

However, Pennsylvania law requires that the foreclosure action demand judgment for the amount due. Pa.R.C.P. 1147(6). The purpose of the dollar amount in the in rem judgment is for bidding at the Sheriff's Sale. In the event that a third party real estate speculator were to bid on the mortgaged property at the Sheriff's Sale and become the successful purchaser, Plaintiff would receive the amount of the in rem judgment from the Sheriff.

IV. INTEREST

The Mortgage clearly requires that the Defendant's shall promptly pay when due the principal and interest due on the outstanding debt. In addition, the Note specifies the rate of interest to be charged until the debt is paid in full or otherwise satisfied. Specifically, interest from 30 days prior to the date of default through the date of the impending Sheriff's sale has been requested.

V. TAXES AND INSURANCE

If Plaintiff had not advanced monies for taxes and insurance throughout the foreclosure proceeding, Plaintiff would have risked loss of its collateral. If the Property were sold at a tax sale, Plaintiff's interest very well may be divested, and Plaintiff would sustain a complete loss on the outstanding balance due on the loan. If the Property were damaged in a fire, Plaintiff would not be able to obtain insurance proceeds to restore the Property if it did not pay the insurance premiums.

Most importantly, the Mortgage specifically provides that the mortgagee may advance the monies for taxes and insurance and charge these payments against the escrow account. Plaintiff is simply seeking to have the Court enforce the terms of the Mortgage.

VI. ATTORNEY'S FEES

The amount of attorney's fees requested in the Motion to Reassess Damages is in accordance with the loan documents and Pennsylvania law. Pennsylvania Courts have long and repeatedly concluded that a request of five percent of the outstanding principal balance is reasonable and enforceable as an attorney's fee. Robinson v. Loomis, 51 Pa. 78 (1865); First Federal Savings and Loan Association v. Street Road Shopping Center, 68 D&C 2d 751, 755 (1974).

In Federal Land Bank of Baltimore v. Fetner, the Superior Court held that an attorney's fee of ten percent of the original mortgage amount is not unconscionable. 410 A.2d 344 (Pa. Super. 1979). Recently, the Superior Court cited Fetner in confirming that an attorney's fee of ten percent included in the judgment in mortgage foreclosure action was reasonable. Citicorp v. Morrisville Hampton Realty, 662 A.2d 1120 (Pa. Super. 1995). Importantly, Plaintiff recognizes this Honorable Court's equitable authority to set attorney's fees and costs as it deems reasonable.

VII. COST OF SUIT AND TITLE

Pursuant to the terms of the mortgage, Plaintiff is entitled to recover all expenses incurred in the foreclosure action. The amount claimed for the costs of suit and title are the expenses Plaintiff paid to date as a result of the mortgage default.

The title report is necessary to determine the record owners of the property, as Pa.R.C.P. 1144 requires all record owners to be named as Defendants in the foreclosure action. It is also necessary to determine whether there are any prior liens to be cleared, so that the Sheriff's sale purchaser acquires clear title to the property. It is necessary to determine if there are IRS liens on the property, whether the Defendants are divorced (which could affect service of the complaint), and numerous other legal issues. The title bringdown is necessary to identify any new liens on the property or new owners between the time of filing and complaint and the writ date.

The Freedom of Information Act inquiries and the investigation into Defendants' whereabouts are necessary to effectively attempt personal service of the complaint and notice of sale on the Defendant. The notice of sale and Rule 3129 notice are required by Pa.R.C.P. 3129.1 and 3129.2 to notify all lienholders, owners, and interested persons of the Sheriff's sale date, as their interests will be divested by the Sheriff's sale.

Accordingly, the modest sums Plaintiff has incurred for the costs of suit and title were necessary pursuant to Pennsylvania law. The amounts were reasonable and actually incurred. The mortgage and Pennsylvania law permit Plaintiff to recover these sums through its foreclosure action. As the foreclosure action is in rem only, Plaintiff recovers its judgment from

the sale of the property, not out of the Defendant's pockets. Plaintiff should recover the costs of suit and title in their entirety, which will not cause harm to the Defendants.

VIII. CONCLUSION

Therefore, Plaintiff respectfully submits that if the enforcement of its rights is delayed by legal proceedings, and such delays require the mortgagee to expend additional sums provided for by the Mortgage, then the expenses necessarily become part of the mortgagee's lien and should be included in the judgment.

Plaintiff respectfully requests that this Honorable Court grant its Motion to Reassess Damages. Plaintiff submits that it has acted in good faith in maintaining the Property in accordance with the Mortgage, and has relied on terms of the Mortgage with the understanding that it would recover the monies it expended to protect its collateral.

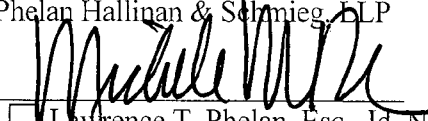
WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: _____

2/22/11

Phelan Hallinan & Schmieg, LLP

By: _____



- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
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Attorney for Plaintiff

Exhibit “A”

Phelan Hallinan & Schmieg, LLP
By: Daniel G. Schmieg, Esquire
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Philadelphia, PA 19103
215-563-7000

FILED

JAN 08 2009

William A. Shaw
Attorney for Plaintiff Courts

PHH MORTGAGE CORPORATION : CLEARFIELD COUNTY
vs. : COURT OF COMMON PLEAS
RAYMOND L. SWACKHAMMER : CIVIL DIVISION
1801 TREASURE LAKE :
DU BOIS, PA 15801 : No. 2008-218-CD

ATTORNEY FILE COPY
PLEASE RETURN

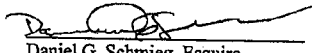
**PRAECIPE FOR IN REM JUDGMENT FOR FAILURE TO
ANSWER AND ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against RAYMOND L. SWACKHAMMER, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$136,913.86
Interest - 02/02/2008 to 01/07/2009	<u>\$8,661.40</u>
TOTAL	\$145,575.26

I hereby certify that (1) the addresses of the Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 1-8-2009

PHS # 170581

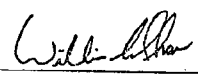
 lm
PRO PROTHY

Exhibit “B”

**IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA**

PHH MORTGAGE CORPORATION

Plaintiff

v.

RAYMOND L. SWACKHAMMER

Defendant

: Court of Common Pleas

: Civil Division

: CLEARFIELD County

: No. 2008-218-CD

ORDER

AND NOW, this 18 day of May, 2009 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$127,900.14
Interest Through May 1, 2009	\$17,021.22
Per Diem \$25.40	
Late Charges	\$174.60
Legal fees	\$1,550.00
Cost of Suit and Title	\$2,177.04
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$0.00
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$188.79
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00

170581

Suspense/Misc. Credits
Escrow Deficit

(\$0.00)
\$3,949.72

TOTAL

\$152,961.51

Plus interest from May 1, 2009 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT
/S/ Fredric J Ammerman
— J. —

170581

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

MAY 18 2009

Attest.

Will: A.B.
Prothonotary/
Clerk of Courts

170581

VERIFICATION

I hereby state that I am the attorney for Plaintiff in this action, that I am authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of my knowledge, information and belief. The undersigned understands that this statement herein is made subject to the sworn penalties of 18 Pa.C.S. §4904 relating to the unsworn falsification of authorities.

DATE: _____

2/22/11

By: _____

Michele M. Bradford

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
- ☒ Michele M. Bradford, Esq., Id. No. 69849
- ☐ Judith T. Romano, Esq., Id. No. 58745
- ☐ Sheetal R. Shah-Jani, Esq., Id. No. 81760
- ☐ Jenine R. Davey, Esq., Id. No. 87077
- ☐ Lauren R. Tabas, Esq., Id. No. 93337
- ☐ Vivek Srivastava, Esq., Id. No. 202331
- ☐ Jay B. Jones, Esq., Id. No. 86657
- ☐ Peter J. Mulcahy, Esq., Id. No. 61791
- ☐ Andrew L. Spivack, Esq., Id. No. 84439
- ☐ Chrisovalante P. Fliakos, Esq., Id. No. 94620
- ☐ Joshua I. Goldman, Esq., Id. No. 205047
- ☐ Courtenay R. Dunn, Esq., Id. No. 206779
- ☐ Andrew C. Bramblett, Esq., Id. No. 208375
- ☐ Allison F. Wells, Esq., Id. No. 309519
- ☐ William E. Miller, Esq., Id. No. 308951

ATTORNEY FOR PLAINTIFF

Phelan Hallinan & Schmieg, LLP
 By: Lawrence T. Phelan, Esq., Id. No. 32227
 Francis S. Hallinan, Esq., Id. No. 62695
 Daniel G. Schmieg, Esq., Id. No. 62205
 Michele M. Bradford, Esq., Id. No. 69849
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 Allison F. Wells, Esq., Id. No. 309519
 William E. Miller, Esq., Id. No. 308951
 1617 JFK Boulevard, Suite 1400
 One Penn Center Plaza
 Philadelphia, PA 19103
 215-563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
 Plaintiff

v.

RAYMOND L. SWACKHAMMER
 Defendant

: Court of Common Pleas
 :
 : Civil Division
 :
 : CLEARFIELD County
 :
 : No.: 2008-218-CD
 :

CERTIFICATION OF SERVICE

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support thereof were sent to the following individual on the date indicated below.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

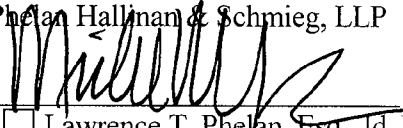
RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DU BOIS, PA 15801

RAYMOND L. SWACKHAMMER
83 LONGVIEW COURT
WEEDVILLE, PA 15868

CARL MOLLIKA
MIDPENN LEGAL SERVICES
2054 EAST COLLEGE AVENUE
STATE COLLEGE, PA 16801

DATE: 2/22/11

Phelan, Hallinan & Schmieg, LLP

By: 

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
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- ☐ Allison F. Wells, Esq., Id. No. 309519
- ☐ William E. Miller, Esq., Id. No. 308951

ATTORNEY FOR PLAINTIFF

FILED

FEB 23 2011

William A. Stray
Prothonotary/Clerk of Courts

10/11/11

10/11/11

**IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA**

PHH MORTGAGE CORPORATION	:	Court of Common Pleas
Plaintiff	:	
	:	Civil Division
v.	:	
	:	CLEARFIELD County
RAYMOND L. SWACKHAMMER	:	
	:	No.: 2008-218-CD
Defendant	:	

ORDER

AND NOW, this _____ day of _____, 2011 the Prothonotary is ORDERED to amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this case as follows:

Principal Balance	\$127,391.73
Interest Through April 1, 2011	\$30,786.40
Per Diem \$25.30	
Late Charges	\$174.60
Legal fees	\$1,550.00
Cost of Suit and Title	\$2,772.04
Sheriff's Sale Costs	\$2,062.39
Property Inspections/ Property Preservation	\$265.00
Appraisal/Brokers Price Opinion	\$300.00
Mortgage Insurance Premium /	\$251.72
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$7,182.55
TOTAL	\$172,736.43

Plus interest from April 1, 2011 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

PHH MORTGAGE CORPORATION
Plaintiff

v.

RAYMOND L. SWACKHAMMER
Defendant

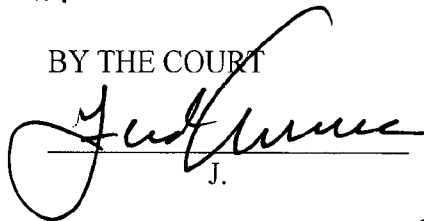
Court of Common Pleas
Civil Division
CLEARFIELD County
No.: 2008-218-CD

RULE

AND NOW, this 24 day of Feb. 2011, a Rule is entered upon the Defendant to show cause why an Order should not be entered granting Plaintiff's Motion to Reassess Damages.

Rule Returnable on the 19th day of May 2011, at 1:30 in the Clearfield County Courthouse, Clearfield, Pennsylvania, Courtroom #1. PM

BY THE COURT


J.

170581

5 **FILED** 2cc
014:00/61 Atty Bradford
FEB 24 2011
William A. Shaw
Prothonotary/Clerk of Courts

170581

FILED

FEB 24 2011

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/24/11

☒ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other
____ Defendant(s) ____ Defendant(s) Attorney
____ Special Instructions:

5
FILED
MT-0034 No
MAR 03 2011 CC
William A. Shaw
Prothonotary/Clerk of Courts

Phelan Hallinan & Schmieg, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
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1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
Plaintiff

v.

RAYMOND L. SWACKHAMMER
Defendant

: Court of Common Pleas
:
:
: Civil Division
:
:
: CLEARFIELD County
:
:
: No.: 2008-218-CD
:

CERTIFICATION OF SERVICE

170581

I hereby certify that a true and correct copy of the Court's February 24, 2011 Rule directing the Defendant to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individual on the date indicated below.

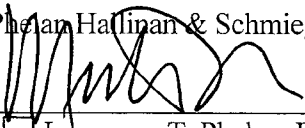
RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801
ARAYMOND L. SWACKHAMMER
RAYMOND L. SWACKHAMMER
83 LONGVIEW COURT
WEEDVILLE, PA 15868

RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DU BOIS, PA 15801

CARL MOLLIKA, ESQ
MIDPENN LEGAL SERVICES
2054 EAST COLLEGE AVENUE
STATE COLLEGE, PA 16801

DATE: 3/2/11

Phelan, Hallinan & Schmieg, LLP

By: 

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
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- ☐ Andrew C. Bramblett, Esq., Id. No. 208375
- ☐ Allison F. Wells, Esq., Id. No. 309519
- ☐ William E. Miller, Esq., Id. No. 308951

ATTORNEY FOR PLAINTIFF

FILED

MAR 03 2011

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

5 FILED ncc
MAR 14 2011
William A. Stratton
Clerk of Courts

PHH MORTGAGE CORPORATION
Plaintiff,

v.

RAYMOND L. SWACKHAMMER
Defendant(s)

CLEARFIELD COUNTY

COURT OF COMMON PLEAS

CIVIL DIVISION

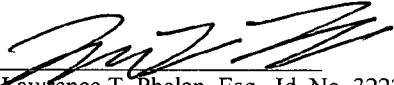
No.: 2008-218-CD

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA)
PHILADELPHIA COUNTY)

SS:

As required by Pa. R.C.P. 3129.1(a) Notice of Sale has been given to Lienholders and any known interested party in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address, set forth on the Affidavit and as amended if applicable. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached hereto Exhibit "A".

- 
- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
 - ☐ Francis S. Hallinan, Esq., Id. No. 62695
 - ☐ Daniel G. Schmieg, Esq., Id. No. 62205
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 - ☒ Courtenay R. Dunn, Esq., Id. No. 206779
 - ☐ Andrew C. Bramblett, Esq., Id. No. 208375
 - ☐ Allison F. Wells, Esq., Id. No. 309519
 - ☐ William E. Miller, Esq., Id. No. 308951
- Attorney for Plaintiff

Date: 3/7/11

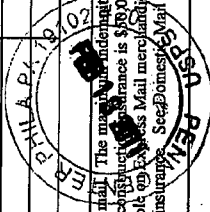
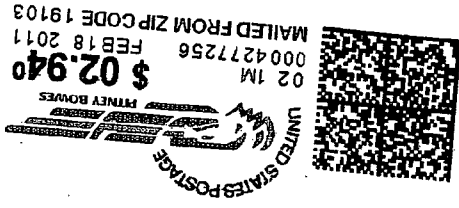
IMPORTANT NOTICE: This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

Name and
Address
Of Sender

Phelan Hallinan & Schmieg, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103

JOT/SAS - APRIL 1, 2011 SALE

Line	Article Number	Name of Addressee, Street, and Post Office Address	Po	Fee
1	****	TENANT/OCCUPANT 96 BUCCANEER LANE DU BOIS, PA 15801		
2	****	DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830		
3	****	Commonwealth of Pennsylvania Department of Welfare P.O. Box 2675 Harrisburg, PA 17105		
4	****	Internal Revenue Service Advisory 1000 Liberty Avenue Room 704 Pittsburgh, PA 15222		
5	****	U.S. Department of Justice Michael C. Colville, Esquire, United States Attorney Western District of PA 633 U.S. Post Office & Courthouse Pittsburgh, PA 15219		
6		TREASURE LAKE PROPERTY OWNERS ASSOCIATION 13 TREASURE LAKE DUBOIS, PA 15801		
7		CARL MOLLICA, ESQ. MIDPENN LEGAL SERVICES 2054 EAST COLLEGE AVENUE STATE COLLEGE, PA 16801		
8				
9				
10				
11				
12				
13				
14				
15				
Total Number of Pieces Listed by Sender		RE: RAYMOND SWACKHAMMER (CLEARFIELD) TEAM 3 PHS#170581		
Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)		



The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable for Registered Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900 S913 and S921 for limitations of coverage.

FILED

MAR 14 2011

**William A. Sira//
Prothonotary/Clerk of Courts**

FILED ICC Atty
m/ 12.32cm Wells
APR 01 2011 (67)

William A. Shaw
Prothonotary/Clerk of Courts

Phelan Hallinan & Schmieg, LLP
By: Lawrence T. Phelan, Esq., Id. No. 32227
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215-563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
Plaintiff

v.

RAYMOND L. SWACKHAMMER
Defendant

: Court of Common Pleas
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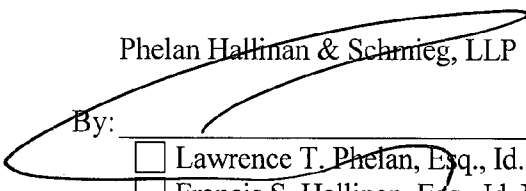
PRAECIPE TO WITHDRAW MOTION TO REASSESS

TO THE PROTHONOTARY:

Plaintiff hereby withdraws its Motion to Reassess Damages, filed on February 23, 2011
in the above referenced action.

DATE: 3/31/11

Phelan Hallinan & Schmieg, LLP

By: 

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
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ATTORNEY FOR PLAINTIFF

Phelan Hallinan & Schmieg, LLP
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 215-563-7000

ATTORNEY FOR PLAINTIFF

PHH MORTGAGE CORPORATION
 Plaintiff

v.

RAYMOND L. SWACKHAMMER
 Defendant

: Court of Common Pleas
 :
 : Civil Division
 :
 : CLEARFIELD County
 :
 : No.: 2008-218-CD
 :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Praecipe to withdraw its Motion to Reassess Damages was served upon the following interested party on the date indicated below.

RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE
DU BOIS, PA 15801

RAYMOND L. SWACKHAMMER
83 LONGVIEW COURT
WEEDVILLE, PA 15868

CARL MOLLIKA, ESQ
MIDPENN LEGAL SERVICES
2054 EAST COLLEGE AVENUE
STATE COLLEGE, PA 16801

Phelan Hallinan & Schmieg, LLP

DATE: 3/31/11

By:

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
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- ☐ Sheetal R. Shah-Jani, Esq., Id. No. 81760
- ☐ Jenine R. Davey, Esq., Id. No. 87077
- ☐ Lauren R. Tabas, Esq., Id. No. 93337
- ☐ Vivek Srivastava, Esq., Id. No. 202331
- ☐ Jay B. Jones, Esq., Id. No. 86657
- ☐ Peter J. Mulcahy, Esq., Id. No. 61791
- ☐ Andrew L. Spivack, Esq., Id. No. 84439
- ☐ Chrisovalante P. Fliakos, Esq., Id. No. 94620
- ☐ Joshua I. Goldman, Esq., Id. No. 205047
- ☐ Courtenay R. Dunn, Esq., Id. No. 206779
- ☐ Andrew C. Bramblett, Esq., Id. No. 208375
- ☒ Allison F. Wells, Esq., Id. No. 309519
- ☐ William E. Miller, Esq., Id. No. 308951

ATTORNEY FOR PLAINTIFF

Phelan Hallinan & Schmieg, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

Attorney For Plaintiff

PHH MORTGAGE CORPORATION Plaintiff	:	Court of Common Pleas
	:	
vs	:	Civil Division
	:	
RAYMOND L. SWACKHAMMER Defendant	:	CLEARFIELD County
	:	
	:	No. 2008-218-CD
	:	

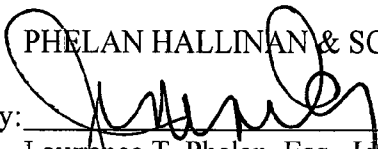
PRAECIPE

TO THE PROTHONOTARY:

Please vacate the judgment(s) entered and mark the action discontinued and ended without prejudice.

Date: 4/11/11

PHELAN HALLINAN & SCHMIEG, LLP

By: 

Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
Jaime McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
Courtenay R. Dunn, Esq., Id. No. 206779
Andrew C. Bramblett, Esq., Id. No. 208375
Allison F. Wells, Esq., Id. No. 309519

Attorneys for Plaintiff

PHS# 170581

FILED pd \$7.00 Atty
m/11:20Lm ICC Atty
APR 08 2011 Davey

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21299
NO: 08-218-CD

PLAINTIFF: PHH MORTGAGE CORPORATION
vs.
DEFENDANT: RAYMOND L. SWACKHAMMER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 1/17/2011

LEVY TAKEN 2/2/2011 @ 10:41 AM

POSTED 2/2/2011 @ 10:41 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 8/4/2011

DATE DEED FILED **NOT SOLD**

FILED
0/24/11
AUG 04 2011
William A. Straub
Prothonotary/Clerk of Courts

DETAILS

2/18/2011 @ SERVED RAYMOND L. SWACKHAMMER

SERVED RAYMOND L. SWACKHAMMER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 1801 TREASURE LAKE, DUBOIS, PENNSYLVANIA CERT #70083230000335909420 SIGNED FOR BY RAY L. SWACKHAMMER

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

2/3/2011 @ SERVED RAYMOND L. SWACKHAMMER

SERVED RAYMOND L. SWACKHAMMER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 83 LONGVIEW COURT, WEEDVILLE, PA CERT #70083230000335909437. REG & CERT MAIL RETD UNCLAIMED 2/7/2011

ATRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTON, NOTICE OF SALE AND COPY OF THE LEVY.

2/3/2011 @ SERVED RAYMOND L. SWACKHAMMER

SERVED RAYMOND L. SWACKHAMMER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 96 BUCCANEER LANE, DUBOIS, PA CERT #70083230000335909413. CERT MAIL RETD UNCLAIMED 2/7/2011, REG MAIL RETD 2/15/11.

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

@ SERVED

NOW, MARCH 23, 2011 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTONEY TO STAY THE SHERIFF SALE SCHEDULED FOR APRIL 1, 2011, DUE TO ACCOUNT REINSTATEMENT. \$45,658.14 WAS PAID TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21299
NO: 08-218-CD

PLAINTIFF: PHH MORTGAGE CORPORATION
vs.
DEFENDANT: RAYMOND L. SWACKHAMMER

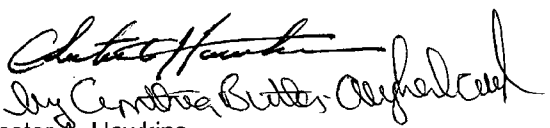
Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$1,106.78

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,


Chester A. Hawkins
Sheriff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

Pa.R.C.P. 3180-3183 and Rule 3257

PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER

COURT OF COMMON PLEAS

CIVIL DIVISION

NO. 2008-218-CD

CLEARFIELD COUNTY

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 96 BUCCANEER LANE, DU BOIS, PA 15801
(See Legal Description attached)

Amount Due

Interest from 05/02/2009 to Sale

Per diem \$25.14

Add'l Costs

Writ Total

Prothonotary costs

\$152,961.51

183.00

\$

\$0.00

\$

OFFICE OF THE PROTHONOTARY OF CLEARFIELD
COUNTY, PENNSYLVANIA

Dated

1/17/11
(SEAL)

PHS # 170581

Received this writ this 17th day
of January A.D. 2011
At 11:15 A.M./P.M.

Charles A. Hunkeler
S. Sheriff Cynthia Butler-Campbell

No. 2008-218-CD

IN THE COURT OF COMMON PLEAS OF
CLERAFIELD COUNTY, PENNSYLVANIA

PHH MORTGAGE CORPORATION

vs.

RAYMOND L. SWACKHAMMER

WRIT OF EXECUTION
(Mortgage Foreclosure)

Real Debt	<u>Costs</u>
Int. from	\$152,961.51

To Date of Sale (\$25.14 per diem)

Costs 183.00

Prothy Pd.

Sheriff

Filed

Attorney for Plaintiff

Phelan Hallinan & Schmieg, LLP

- ☐ Lawrence T. Phelan, Esq., Id. No. 32227
- ☐ Francis S. Hallinan, Esq., Id. No. 62695
- ☐ Daniel G. Schmieg, Esq., Id. No. 62205
- ☐ Michele M. Bradford, Esq., Id. No. 69849
- ☐ Judith T. Romano, Esq., Id. No. 58745
- ☐ Sheetal R. Shah-Jani, Esq., Id. No. 81760
- ☐ Jenine R. Davey, Esq., Id. No. 87077
- ☐ Lauren R. Tabas, Esq., Id. No. 93337
- ☐ Vivek Srivastava, Esq., Id. No. 202331
- ☐ Jay B. Jones, Esq., Id. No. 86657
- ☐ Peter J. Mulcahy, Esq., Id. No. 61791
- ☐ Andrew L. Spivack, Esq., Id. No. 84439
- ☐ Jaime McGuinness, Esq., Id. No. 90134
- ☐ Chrisovalante P. Fliakos, Esq., Id. No. 94620
- ☐ Joshua I. Goldman, Esq., Id. No. 205047
- ☐ Courtenay R. Dunn, Esq., Id. No. 206779
- ☐ Andrew C. Bramblett, Esq., Id. No. 208375
- ☒ Allison F. Wells, Esq., Id. No. 309519

Address where papers may be served:
RAYMOND L. SWACKHAMMER
1801 TREASURE LAKE
DU BOIS, PA 15801

83 LONGVIEW COURT
WEEDVILLE, PA 15868

96 BUCCANEER LANE
DUBOIS, PA 15801

LEGAL DESCRIPTION

ALL that certain tract of land designated as Section 6, Lot 118, Bermuda, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Clearfield County Recorder's Office. Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements, and rights-of-way as fully as the same are contained in all prior deeds, instruments, or writings or in any other manner touching or affecting the premises hereby conveyed.

TITLE TO SAID PREMISES IS VESTED IN Raymond L. Swackhammer, single, by Deed from Roger W. Reed and Nancy J. Reed, h/w, dated 04/13/2007, recorded 05/25/2007, in Deed Mortgage Inst# 200708743.

Premises being: 96 BUCCANEER LANE
DU BOIS, PA 15801

Tax Parcel No. CO2-006-00118-00-21

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RAYMOND L. SWACKHAMMER

NO. 08-218-CD

NOW, August 04, 2011, 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 April 01, 2011, I exposed the within described real estate of Raymond L. Swackhammer 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 \$45,658.14 and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	19.38
POSTING	15.00
CSDS	10.00
COMMISSION	913.16
POSTAGE	24.24
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	45,658.14
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$1,106.78

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	127,900.14
INTEREST @ 25.1400	17,572.86
FROM 05/02/2009 TO 04/01/2011	
ATTORNEY FEES	1,550.00
PROTH SATISFACTION	
LATE CHARGES AND FEES	174.60
COST OF SUIT-TO BE ADDED	2,177.04
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	3,949.72
PROPERTY INSPECTIONS	
INTEREST	17,021.22
MISCELLANEOUS	188.79
TOTAL DEBT AND INTEREST	\$170,554.37

COSTS:

ADVERTISING	727.06
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
ASSESSMENT FEE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	1,106.78
LEGAL JOURNAL COSTS	135.00
PROTHONOTARY	183.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$2,151.84

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

LA

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

PHH Mortgage Corporation,
Plaintiff

vs.

RAYMOND L. SWACKHAMMER,
Defendant

*
*
*
*

NO. 08-218-CD

ORDER

NOW, this 2nd day of May, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendant **RAYMOND L.**

SWACKHAMMER by:

1. Publication one time in The Courier Express (DuBois) and the
Clearfield County Legal Journal;
2. By first class mail to 93 Buccaneer Lane, DuBois, PA 15801; 1801
Treasure Lake, DuBois, PA 15801 and 83 Longview Court,
Weedville, PA 15868;
3. By certified mail, return receipt requested, to 93 Buccaneer Lane,
DuBois, PA 15801; 1801 Treasure Lake, DuBois, PA 15801 and 83
Longview Court, Weedville, PA 15868; and
4. By posting the mortgaged premises known in this herein action as 93
Buccaneer Lane, DuBois, PA 15801.

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

BY THE COURT,

Fredric J. Ammerman

FREDRIC J. AMMERMAN
President Judge

FILED 3cc
MAY 26 2008
Prothonotary/Clerk of Courts
W. A. Shaw

William A. Shaw
Prothonotary/Clerk of Courts

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
☒ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature Ray L Swackhammer ☒ Agent ☐ Addressee B. Received by (Printed Name), Ray L Swackhammer C. Date of Delivery 2-18 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
1. Article Addressed to: RAYMOND L. SWACKHAMMER 1801 TREASURE LAKE DUBOIS, PA 15801	3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number (Transfer from: service label)	7008 3230 0003 3590 9420

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

7008 3230 0003 3590 9420

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

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

OFFICIAL

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.71

FEB - 3 2004
Postmark
Here

USPS

Sent To

Street, Apt. No.,
or PO Box No. **RAYMOND L. SWACKHAMMER**
City, State, ZIP+4 **1801 TREASURE LAKE**
DUBOIS, PA 15801

PS Form 3800, August 2003

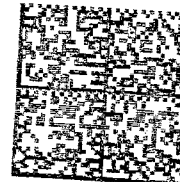
See Reverse for Instructions

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7008 3230 0003 3590 9413



Hasler

016H16505405

\$05.71

02/03/2011

Mailed From 16830

US POSTAGE

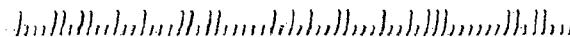
RAYMOND L. SWACKHAMMER
93 BUCCANEER LANE
DUBOIS, PA 15801

NIXIE 155 DE 1 00 02/03/11

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 16830247201 *0595-04095-03-28

168302472



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

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

OFFICIAL USE

Postage \$

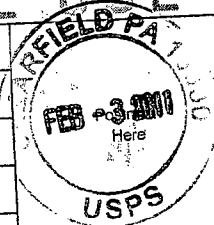
Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

5.71



7008 3230 0003 3590 9413

Sent To

RAYMOND L. SWACKHAMMER

Street, Apt. No.,
or PO Box No. 93 BUCCANEER LANE

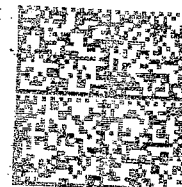
City, State, ZIP+4 DUBOIS, PA 15801

PS Form 3800, August 2006

See Reverse for Instructions

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



Hasler

016H16505405

\$00.61

02/03/2011

Mailed From 16830

US POSTAGE

RAYMOND L. SWACKHAMMER
93 BUCCANEER LANE
DUBOIS, PA 15801

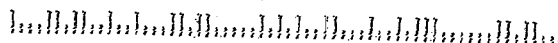
NIXIE 152 DE 1 00 02/10/11

RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD

BC: 16830247201

*2832-05193-03-40

168302472



**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

RAYMOND L. SWACKHAMMER
93 BUCCANEER LANE
DUBOIS, PA 15801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ AddresseeB. Received by (*Printed Name*)

C. Date of Delivery

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

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.4. Restricted Delivery? (*Extra Fee*)☐ Yes

2. Article Number

(Transfer from service label)

7008 3230 0003 3590 9413

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

7008 3230 0003 3590 9437

RAYMOND L. SWACKHAMMER
83 LONGVIEW COURT
WEEDVILLE, PA 15868

NIXIE 165 DE 1 00 02/05/11

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 16830247201 *0596-05610-05-28

168302472

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

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

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.71

Sent To
Street, Apt. No.,
or PO Box No. RAYMOND L. SWACKHAMMER
City, State, ZIP+4 83 LONGVIEW COURT
WEEDVILLE, PA 15868

PS Form 3800, August 2006 See Reverse for Instructions

CHESTER A. HAWKINS
SHERIFF

COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

RAYMOND L. SWACKHAMMER
83 LONGVIEW COURT
WEEDVILLE, PA 15868

NIXIE 165 DE 1 00 02/05/11

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 16830247201 *0596-05611-05-28

168302472



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: RAYMOND L. SWACKHAMMER 83 LONGVIEW COURT WEEDVILLE, PA 15868		A. Signature X ☐ Agent ☐ Addressee	
		B. Received by (Printed Name) C. Date of Delivery	
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) ☐ Yes	
		7008 3230 0003 3590 9437	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Phelan Hallinan & Schmieg, L.L.P.
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard
Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000
Fax: (215) 563-7009

Representing Lenders in
Pennsylvania and New Jersey

Foreclosure Manager

March 23, 2011

Office of the Sheriff
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Attn: Real Estate Department

Fax Number: 814-765-5915

Re: PHH MORTGAGE CORPORATION v.
RAYMOND L. SWACKHAMMER
96 BUCCANEER LANE DU BOIS, PA 15801
No.: 2008-218-CD

Dear Sir/Madam:

Please STAY the Sheriff's Sale of the above referenced property, which is scheduled for April 1, 2011 due to the following: Account Reinstated.

~~\$45,658.14~~ was received in consideration of the stay.

You are hereby directed to immediately discontinue the advertising of the sale and processing or posting of the Notice of Sale.

Please return the original Writ of Execution to the Prothonotary as soon as possible. In addition, please forward a copy of the cost sheet pertaining to this sale to our office via facsimile to 215-567-0072 or regular mail at your earliest convenience.

Thank you for your cooperation in this matter.

Very Truly Yours,
ELIZABETH HALLINAN for
Phelan Hallinan & Schmieg, LLP

FILED

AUG 04 2011

William A. Shaw
Prothonotary/Clerk of Courts