

08-266-CD
US Bank vs Randy L. Gillen al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-CF1,

CIVIL DIVISION

NO.: 08-266-CD

TYPE OF PLEADING

Plaintiff,
vs.
Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen

CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

Defendants.

TO: DEFENDANTS
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT MAY
BE ENTERED AGAINST YOU.

FILED ON BEHALF OF:
U.S. Bank National Association, as
trustee, on behalf of the holders of the
CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG &
ACKERMAN, LLC

Scott A. Dietterick, Esquire
Pa. I.D. #55650
Kimberly A. Bonner, Esquire
Pa. I.D. #89705
Richard P. Haber, Esquire
Pa. I.D. #202567
Eric Santos, Esquire
Pa. I.D. #201493

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:
3815 South West Temple
P.O. Box 65250,
Salt Lake City, UT 84115-4412
AND THE DEFENDANT:
438 Hill Street
Curwensville, PA 16833

CERTIFICATE OF LOCATION
I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFE CTED BY THIS LIEN IS
725 Hill Street, Curwensville PA 16833
Municipality: Curwensville

Scott A. Dietterick
ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: FCP 97199

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: FCP- 97199/ad

FILED Atty pd. \$95.00
M 11:03 AM
FEB 14 2008 FFC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts

Zucker, Goldberg & Ackerman, LLC
FCP-97199

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.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS- : NO.:
THROUGH CERTIFICATES, SERIES 2005- :
CF1, :
:

Plaintiff, :
:
vs. :
:

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen

Defendants.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS- : NO.:
THROUGH CERTIFICATES, SERIES 2005- :
CF1, :
:

Plaintiff, :
:

vs. :
:

Randy L. Gillen aka Randy Gillen; Kathy J. :
Gillen a\k\ a Kathy Gillen :
:

Defendants.

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro do los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencencia escrita y redicanco en la Courte por escrito sus defensas de, y objeciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS- : NO.:
THROUGH CERTIFICATES, SERIES 2005- :
CF1, :
:

Plaintiff, :
:

vs. :
:

Randy L. Gillen aka Randy Gillen; Kathy J. :
Gillen a\k\ a Kathy Gillen :
:

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, which has its principal place of business at 3815 South West Temple P.O. Box 65250, Salt Lake City, UT 84115-4412.

2. The Defendants, Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a Kathy Gillen , are individuals whose last known address is 438 Hill Street, Curwensville, PA 16833.

3. On or about September 12, 2000, Randy L Gillen and Kathy J. Gillen executed a Note in favor of Option One Mortgage Corporation in the original principal amount of \$55,200.00.

4. On or about September 12, 2000, as security for payment of the aforesaid Note, Randy L. Gillen and Kathy J. Gillen made, executed and delivered to Option One Mortgage Corporation a Mortgage in the original principal amount of \$55,200.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on September 14, 2000, Instrument #2000013656. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. The aforesaid Note and Mortgage was assigned by Option One Mortgage Corporation to National City Bank, pursuant to an assignment of mortgage dated August 22, 2001 and recorded on July 11, 2002 in the Office of the Recorder of Deeds for Clearfield County in Instrument # 200210983.

6. The aforesaid Note and Mortgage was further assigned by National City Bank to U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, plaintiff herein, pursuant to an assignment of mortgage to be recorded.

7. Defendants are record and real owners of the aforesaid mortgaged premises.

8. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.

9. On or about November 30, 2007, Defendant(s) were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to

Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

10. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$ 52,943.10
Interest through 01/16/2008	\$ 3,936.26
Attorneys' Fees	\$ 1,250.00
Title Search & Costs	\$ 2,500.00
Late Charges	\$ 450.44
Suspense Balance	\$ - 132.62
Escrow	\$ 470.28
Bad Check/NSF	\$ 40.00
Total	\$ 61,457.46

plus interest on the principal sum (\$52,943.10) from January 16, 2008, at the rate of \$17.22 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$61,457.46, with interest thereon at the rate of \$17.22 per diem from January 16, 2008, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN

BY: _____

Scott A. Dietterick, Esquire

PA I.D. # 55650

Kimberly A. Bonner, Esquire

PA I.D.#89705

Richard P. Haber, Esquire

PA I.D.#202567

Attorneys for Plaintiff

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

908-233-8500

FAX 908-233-1390

EXHIBIT A

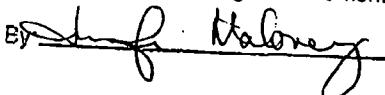
WHEN RECORDED MAIL TO:

OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57076
IRVINE, CA 92619-7076

ATTN: QUALITY CONTROL

Loan Number: 061033262
Servicing Number: 366779-7
Parcel Number: 6.2-H10-294-67

I hereby certify this to be a TRUE and
EXACT copy of the original document.

By 

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 2000 . The mortgagor is
RANDY L. GILLIN AND KATHY J. GILLIN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
Option One Mortgage Corporation, a California Corporation

which is organized and existing under the laws of CALIFORNIA, and whose
address is 3 Ada, Irvine, CA 92618

Borrower owes Lender the principal sum of
FIFTY FIVE THOUSAND TWO HUNDRED

105 
MORTGAGE

("Lender").

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 01, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
Clearfield County, Pennsylvania:

6.2-H10-294-67

ALL THAT CERTAIN PARCEL OF LAND AND IMPROVEMENTS THEREON SITUATE IN CURWENSVILLE BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA AND DESIGNATED AS PARCEL NO. 6.2-H10-294-67 AND MORE FULLY DESCRIBED IN A DEED DATED 02/04/1993 AND RECORDED IN CLEARFIELD COUNTY DEED/RECORD BOOK VOLUME 1529, PAGE 239.

which has the address of 725 HILL STREET, CURWENSVILLE

Pennsylvania 16833 (Property Address); [Street, City]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

PENNSYLVANIA - Single Family
Page 1 of 8

PAD10011 (06/11/98)

All of the foregoing is referred to in this Security Instrument as the "Property."

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

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument; (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument, (2) Decrease the term of the loan and adjust the monthly payments under the Note accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with

any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

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

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

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

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does

not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other (required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

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

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

27. **Misrepresentation and Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

28. **Time is of the Essence.** Time is of the essence in the performance of each provision of this Security Instrument.

29. **Waiver of Statute of Limitations.** The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

30. **Modification.** This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

31. **Reimbursement.** To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with

this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other fees and costs of a similar nature not otherwise prohibited by law. permitted by applicable law, Borrower shall pay to Lender their fees in connection with Lender providing documents or services arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument.

32. **Clerical Error.** In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

33. **Lost, Stolen, Destroyed or Mutilated Security Instrument and Other Documents.** In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan document, and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

34. **Assignment of Rents.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security instrument and Borrower has not abandoned the Property.

35. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> No Prepayment Penalty Option Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Occupancy Rider
<input type="checkbox"/> Other(s) (specify)		

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

Kathy J. Gillen _____ (Seal)
KATHY J. GILLEN _____ -Borrower
Randy L. Gillen _____ (Seal)
RANDY L. GILLEN _____ -Borrower
Certificate of Residence

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

the within-named Mortgagee is
3 Ada Irvine CA 92618
Witness my hand this
12th day of September
2000

Signature
Agent of Mortgagee
PAD10017 (06/11/98)

Loan Number: 061033262

Servicing Number: 366779-7

Date: 09/12/00

COMMONWEALTH OF PENNSYLVANIA,

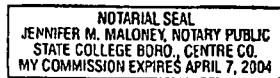
County ss:

On this, the 12th day of September, 2000, before me, the undersigned officer, personally appeared

Randy L. Gilton and Kathryn J. Gilton
known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:



Title of Officer

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

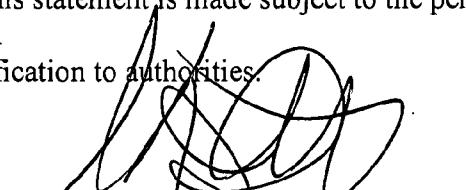
BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

DEED FROM KATHY J. COLLINS N/K/A KATHY J. GILLEN AS SET FORTH IN DEED INST #, 200013655 DATED 09/12/2000 AND RECORDED 09/14/2000, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

VERIFICATION

Scott A. Dietterick, Esquire hereby states that he is 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 he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing pleading in the Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is the undersigned's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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.



Scott A. Dietterick, Esquire
PA I.D.#55650

Dated: 01/31/2008

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS- :
THROUGH CERTIFICATES, SERIES 2005 : NO. 08-266-CD
Plaintiff :
vs. :
RANDY L. GILLEN a/k/a RANDY GILLEN; :
KATHY J. GILLEN a/k/a KATHY GILLEN :
Defendants :

FILED
E

MAR 28 2008

019:50 (W)

William A. Shaw
Prothonotary/Clerk of Courts

I CERT. TO DEF.

w/o order

I CERT. TO DEF

w/om

REQUEST FOR EXTENSTION OF TIME TO ANSWER COMPLAINT

Randy L. Gillen and Kathy J. Gillen, *pro se* Defendants, hereby request an extension of time to file an Answer to the Complaint in the above captioned matter, and in support thereof state as follows:

1. Defendants were served with the Complaint in this matter on March 14, 2008 and are advised that their Answer is due on or before April 3, 2008.
2. On March 18, 2008, Defendants notified counsel for Plaintiffs by e-mail, facsimile, and certified mail that they dispute the validity of the debt set forth in Plaintiff's Complaint to include portions thereof and requested written verification of costs totaling in excess of \$8,600.00, *of which \$2,500 alone was for an alleged title search of the property*. This information has not yet been provided by Plaintiff.
3. Defendants have made payments on the mortgage that do not appear to have been deducted from the amount claimed by Plaintiffs as owing on January 16, 2008, and are continuing to make payments to catch up the arrears.

4. On March 18, 2008, Defendants also requested via facsimile reinstatement information from the Plaintiff's pay off department. This information has not yet been provided by the Plaintiff.

5. Defendants are attempting to pay the past due sums and have their mortgage reinstated.

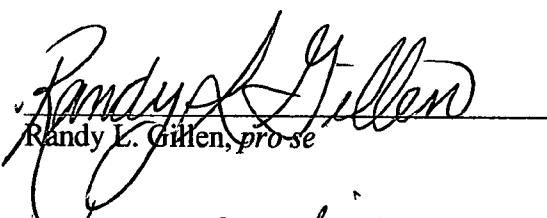
6. Defendants have seven children, three living at home, of whom two are minors. Defendants are grieving the loss of their 20 year old son who died suddenly on January 20, 2008. Defendant Randy Gillen is a carpenter by trade and the sole financial provider for the family; however, work has been very scarce during the winter months.

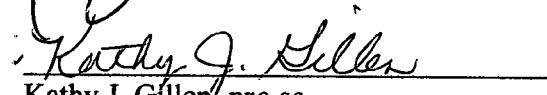
7. Defendants request an extension of time to permit them to settle this matter and bring their mortgage current.

8. Plaintiff's Complaint contains a Notice stating in part, "*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.*"

9. No prejudice will result to the Plaintiff by granting an extension. WHEREFORE, Defendants respectfully request that this Honorable Court enter an order extending the time for Defendants to answer the Plaintiffs' Complaint for a period of ninety (90) days from April 3, 2008, or until July 3, 2008.

This 28th day of March, 2008.


Randy L. Gillen, pro se


Kathy J. Gillen, pro se
438 Hill Street
Curwensville, PA 16833
(814)761-0264

VERIFICATION

We hereby swear and affirm upon personal knowledge and under the penalties of perjury that the contents of the foregoing Request for Extension of Time to Answer the Complaint are true.

3/27/08
Date


Randy L. Gillen

3-27-08
Date


Kathy J. Gillen

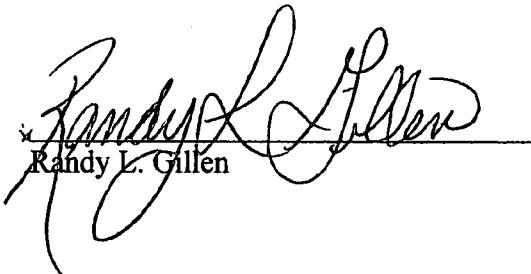
CERTIFICATE OF SERVICE

I hereby certify that a copy of the Request for Extension of Time to Answer Complaint, Rule to Show Cause and proposed Order to Show Cause were served upon Plaintiff by 1st class mail to:

Scott A. Dietterick, Esquire
Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
Attorneys for Plaintiffs

A copy was also served by facsimile to (908) 233-1390, the fax number listed for Plaintiff's counsel on the Complaint.

This 28th day of March, 2008.


Randy L. Gillen

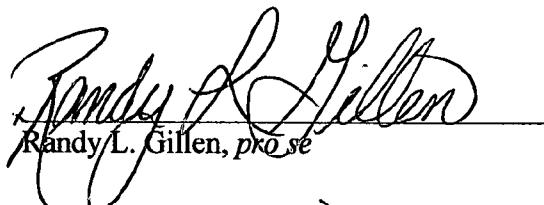
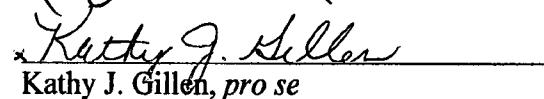
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS	:	
TRUSTEE, ON BEHALF OF THE HOLDERS	:	CIVIL DIVISION
OF THE CSFB MORTGAGE PASS-	:	
THROUGH CERTIFICATES, SERIES 2005	:	NO. 08-266-CD
Plaintiff	:	
vs.	:	
RANDY L. GILLEN a/k/a RANDY GILLEN;	:	
KATHY J. GILLEN a/k/a KATHY GILLEN	:	
Defendants	:	

RULE TO SHOW CAUSE

NOW COME Defendants, *pro se*, who request an order requiring the Plaintiff to show cause why the relief requested in Defendants' Request of an Extension of Time to Answer the Complaint should not be granted. In support thereof, Defendants adopt by reference their Request for an Extension of Time as if fully and completely set forth herein.

WHEREFORE, Defendants request that this Honorable Court grant their Request and further enter an order extending the time for Defendants to answer the Plaintiffs' Complaint for a period of ninety (90) days from April 3, 2008, or until July 3, 2008.


Randy L. Gillen, *pro se*

Kathy J. Gillen, *pro se*

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

U.S. BANK NATIONAL ASSOCIATION, *
AS TRUSTEE, ON BEHALF OF THE *
HOLDERS OF THE CSFB MORTGAGE*
PASS-THROUGH CERTIFICATES, *
SERIES 2005 *

Plaintiff *

vs. *

NO. 08-266-CD

RANDY L. GILLEN a/k/a RANDY *
GILLEN; *

KATHY J. GILLEN a/k/a KATHY GILLEN*

Defendants *

FILED

MAR 28 2008

04:00 PM
William A. Shaw
Prothonotary/Clerk of Courts

CERT. TO

ATTY

6K
DIETT ERICK

DEF.

ORDER

NOW, this 28th day of March, 2008, in consideration of the Defendants Pro Se request for Extension of Time to Answer Complaint, it is the ORDER of this Court that the request be granted. The Defendants shall have until no later than Friday, June 27th, 2008 to file an Answer to the Plaintiffs complaint.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
MAR 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3-28-08

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 # 103772
NO: 08-266-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 29, 2008 AT 1:59 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY L. GILLEN aka RANDY GILLEN DEFENDANT AT 438 HILL ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ARRON COLLINS, STEPSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
02:45PM 6/6
JUN 16 2008
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 10377:2
NO: 08-266-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 29, 2008 AT 1:59 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHY J. GILLEN aka KATHY GILLEN DEFENDANT AT 438 HILL ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ARRON COLLINS, STEPSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO: 08-266-CD
SERVICE # 3 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 26, 2008, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY L. GILLEN aka RANDY GILLEN.

NOW, March 05, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY L. GILLEN aka RANDY GILLEN, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

THE RANDY GILLEN AT 113 MAIN ST. 2, BROOKVILLE, PA. IS THE SON.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO. 08-266-CD
SERVICE # 4 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 26, 2008, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHY J. GILLEN aka KATHY GILLEN.

NOW, March 05, 2008 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHY J. GILLEN aka KATHY GILLEN, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

THE RANDY GILLEN @ 113 MAIN ST. 2, BROOKVILLE, PA. IS THE SON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO: 08-266-CD
SERVICES 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

VS.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

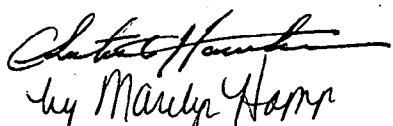
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ZUCKER	162913	40.00
SHERIFF HAWKINS	ZUCKER	162913	42.06
JEFFERSON CO.	ZUCKER	164879	27.05

Sworn to Before Me This

So Answers,

____ Day of _____ 2008


Chester A. Hawkins
Sheriff

No. 08-266 C.D.

Now, March 5, 2008 I return the Notice and Complaint in Mortgage Foreclosure for RANDY L. GILLEN and KATHY J. GILLEN, Defendants, to the Clearfield County Sheriff's Office marked "not found; there was a Randy Gillen at the address that was given but he stated that we are looking for his father that lives at 973 Hill Street, Curwensville, PA 16830 which is located in Clearfield County".

Advance Costs Received:	\$125.00	
My Costs:	25.05	Paid
Prothy:	2.00	
Total Costs:	27.05	
REFUNDED:	\$ 97.95	

Sworn and subscribed
to before me this 7th
day of March 2008
By Lorraine Silvers, deputy Prothonotary
My Commission Expires the
1st Monday, January 2010

So Answers,

Carl J. Gotwold Sr. Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-CF1,

Plaintiff,
vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a\k\ a Kathy Gillen

Defendants.

TO: DEFENDANTS
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT MAY
BE ENTERED AGAINST YOU.

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:
3815 South West Temple
P.O. Box 65250,
Salt Lake City, UT 84115-4412
AND THE DEFENDANT:
438 Hill Street
Curwensville, PA 16833

CERTIFICATE OF LOCATION
I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFE CTED BY THIS LIEN IS
725 Hill Street, Curwensville PA 16833
Municipality: Curwensville

Scott A. Dietterick

ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: FCP 97199

CIVIL DIVISION

NO.: 08-2666-CD

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:

U.S. Bank National Association, as
trustee, on behalf of the holders of the
CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG &
ACKERMAN, LLC

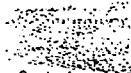
Scott A. Dietterick, Esquire
Pa. I.D. #55650
Kimberly A. Bonner, Esquire
Pa. I.D. #89705
Richard P. Haber, Esquire
Pa. I.D. #202567
Eric Santos, Esquire
Pa. I.D. #201493

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: FCP- 97199/ad

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

FEB 14 2008

Attest.


William A. Ober
Prothonotary/
Clerk of Courts
Zucker, Goldberg & Ackerman, LLC
FCP-97199

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.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS- : NO.:
THROUGH CERTIFICATES, SERIES 2005- :
CF1, :
:

Plaintiff, :
:
vs. :
:

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a\k\ a Kathy Gillen

Defendants.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS- : NO.:
THROUGH CERTIFICATES, SERIES 2005- :
CF1, :
:

Plaintiff, :
:

vs. :
:

Randy L. Gillen aka Randy Gillen; Kathy J. :
Gillen a\k\ a Kathy Gillen :
:

Defendants.

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro do los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencencia escrita y redicanco en la Courte por escrito sus defensas de, y objeciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1, : CIVIL DIVISION
: NO.:

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J. Gillen a\k\ a Kathy Gillen

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, which has its principal place of business at 3815 South West Temple P.O. Box 65250, Salt Lake City, UT 84115-4412.

2. The Defendants, Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a
Kathy Gillen , are individuals whose last known address is 438 Hill Street, Curwensville, PA
16833.

3. On or about September 12, 2000, Randy L Gillen and Kathy J. Gillen executed a Note in favor of Option One Mortgage Corporation in the original principal amount of \$55,200.00.

4. On or about September 12, 2000, as security for payment of the aforesaid Note, Randy L. Gillen and Kathy J. Gillen made, executed and delivered to Option One Mortgage Corporation a Mortgage in the original principal amount of \$55,200.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on September 14, 2000, Instrument #2000013656. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. The aforesaid Note and Mortgage was assigned by Option One Mortgage Corporation to National City Bank, pursuant to an assignment of mortgage dated August 22, 2001 and recorded on July 11, 2002 in the Office of the Recorder of Deeds for Clearfield County in Instrument # 200210983.

6. The aforesaid Note and Mortgage was further assigned by National City Bank to U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, plaintiff herein, pursuant to an assignment of mortgage to be recorded.

7. Defendants are record and real owners of the aforesaid mortgaged premises.

8. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.

9. On or about November 30, 2007, Defendant(s) were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to

Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

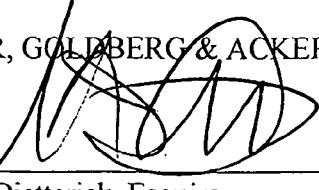
10. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$ 52,943.10
Interest through 01/16/2008	\$ 3,936.26
Attorneys' Fees	\$ 1,250.00
Title Search & Costs	\$ 2,500.00
Late Charges	\$ 450.44
Suspense Balance	\$ - 132.62
Escrow	\$ 470.28
Bad Check/NSF	\$ 40.00
Total	\$ 61,457.46

plus interest on the principal sum (\$52,943.10) from January 16, 2008, at the rate of \$17.22 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$61,457.46, with interest thereon at the rate of \$17.22 per diem from January 16, 2008, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN

BY: 

Scott A. Dietterick, Esquire

PA I.D. # 55650

Kimberly A. Bonner, Esquire

PA I.D.#89705

Richard P. Haber, Esquire

PA I.D.#202567

Attorneys for Plaintiff

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

908-233-8500

FAX 908-233-1390

EXHIBIT A

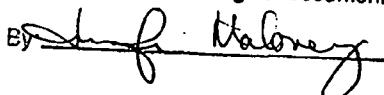
WHEN RECORDED MAIL TO:

OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57076
IRVINE, CA 92619-7076

ATTN: QUALITY CONTROL

Loan Number: 061033262
Servicing Number: 366779-7
Parcel Number: 6.2-H10-294-67

I hereby certify this to be a TRUE and
EXACT copy of the original document.



[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **September 12, 2000** by **RANDY L. GILLEN AND KATHY J. GILLIN, HUSBAND AND WIFE** to the mortgagor is

("Borrower"). This Security Instrument is given to
Option One Mortgage Corporation, a California Corporation

which is organized and existing under the laws of
address is 3 Ada, Irvine, CA 92618

CALIFORNIA

, and whose

Borrower owes Lender the principal sum of
FIFTY FIVE THOUSAND TWO HUNDRED

105

MORTGAGE

(*Lender*).

... AND NO/100THS Dollars (U.S. \$55,200.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **October 01, 2030**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

6.2-H10-294-67

ALL THAT CERTAIN PARCEL OF LAND AND IMPROVEMENTS THEREON SITUATE IN CURWENSVILLE BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA AND DESIGNATED AS PARCEL NO. 6.2-H10-294-67 AND MORE FULLY DESCRIBED IN A DEED DATED 02/04/1993 AND RECORDED IN CLEARFIELD COUNTY DEED/RECORD BOOK VOLUME 1529, PAGE 239.

which has the address of

725 HILL STREET, CURWENSVILLE

[Street, City]

Pennsylvania

16833
[Zip Code]

(*Property Address*);

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

PENNSYLVANIA - Single Family
Page 1 of 8

PAD10011 (06/11/98)

All of the foregoing is referred to in this Security Instrument as the "Property."

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

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument: (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument, (2) Decrease the term of the loan and adjust the monthly payments under the Note accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with

any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement therewith. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

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

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

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

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does

not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

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

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriffs sale or other sale pursuant to this Security Instrument.

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

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

27. **Misrepresentation and Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

28. **Time is of the Essence.** Time is of the essence in the performance of each provision of this Security Instrument.

29. **Waiver of Statute of Limitations.** The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

30. **Modification.** This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

31. **Reimbursement.** To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with

Loan Number: 061033262

Servicing Number: 366779-7

Date: 09/12/00

this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other fees and costs of a similar nature not otherwise prohibited by law. arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument.

32. **Clerical Error.** In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

33. **Lost, Stolen, Destroyed or Mutilated Security Instrument and Other Documents.** In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan document, and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

34. **Assignment of Rents.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security instrument and Borrower has not abandoned the Property.

35. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 No Prepayment Penalty Option Rider Planned Unit Development Rider Occupancy Rider
 Other(s) (specify)

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

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

, do hereby certify that the correct address of

KATHY J. GILLEN (Seal)
RANDY L. GILLEN (Seal)
Certificate of Residence
the within-named Mortgagee is
3 Ada Irvine CA 92618

Witness my hand this 12th day of September 2000

Jennifer M. Maloney
Agent of Mortgagee
PADI0017 (06/11/98)

Loan Number: 061033262

Servicing Number: 366779-7

Date:

09/12/00

COMMONWEALTH OF PENNSYLVANIA,

County ss:

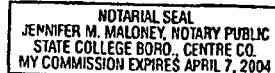
On this, the 12th day of September, 2000, before me, the undersigned officer, personally appeared

Randy L. Gillen and Kathryn J. Gillen
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that

executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:



Title of Officer

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

DEED FROM KATHY J. COLLINS N/K/A KATHY J. GILLEN AS SET FORTH IN DEED INST #, 200013655 DATED 09/12/2000 AND RECORDED 09/14/2000, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

VERIFICATION

Scott A. Dietterick, Esquire hereby states that he is 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 he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing pleading in the Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is the undersigned's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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.

Scott A. Dietterick, Esquire
PA I.D.#55650

Dated: 01/31/2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-CF1,

Plaintiff,
vs.

Randy L. Gillen aka Randy Gillen, Kathy J.
Gillen a\k\ a Kathy Gillen

Defendants.

TO: DEFENDANTS
YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT MAY
BE ENTERED AGAINST YOU.

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:
3815 South West Temple
P.O. Box 65250,
Salt Lake City, UT 84115-4412
AND THE DEFENDANT:
438 Hill Street
Curwensville, PA 16833

CERTIFICATE OF LOCATION
I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFE CTED BY THIS LIEN IS
725 Hill Street, Curwensville PA 16833
Municipality: Curwensville

Scott A. Dietterick
ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: FCP 97199

CIVIL DIVISION

NO.: 08-2666-CD

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:

U.S. Bank National Association, as
trustee, on behalf of the holders of the
CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG &
ACKERMAN, LLC

Scott A. Dietterick, Esquire
Pa. I.D. #55650
Kimberly A. Bonner, Esquire
Pa. I.D. #89705
Richard P. Haber, Esquire
Pa. I.D. #202567
Eric Santos, Esquire
Pa. I.D. #201493

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: FCP- 97199/ad

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

FEB 14 2008

Attest.



William L. Chan
Prothonotary/
Clerk of Courts

Zucker, Goldberg & Ackerman, LLC
FCP-97199

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.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS- : NO.:
THROUGH CERTIFICATES, SERIES 2005- :
CF1, :
:

Plaintiff, :
:

vs. :
:

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a\k\ a Kathy Gillen

Defendants.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim 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 SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS- : NO.:
THROUGH CERTIFICATES, SERIES 2005- :
CF1, :
:

Plaintiff, :
:

vs. :
:

Randy L. Gillen aka Randy Gillen; Kathy J. :
Gillen a\k\ a Kathy Gillen :
:

Defendants.

AVISO

USTED HA SIDO DEMONDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro do los proximos veinte (20) dias despues de la notifacacion de esta Demanda y Aviso radicando personalmente o por medio de un abogado una comperencencia escrita y redicano en la Courte por escrito sus defensas de, y objeciones a, los demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero O propieded u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABAGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME A VAYA A LA SIGUEINTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

LAWYER REFERRAL

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS- : NO.:
THROUGH CERTIFICATES, SERIES 2005- :
CF1, :

Plaintiff, :

vs. :

Randy L. Gillen aka Randy Gillen; Kathy J. :
Gillen a\k\ a Kathy Gillen :

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, which has its principal place of business at 3815 South West Temple P.O. Box 65250, Salt Lake City, UT 84115-4412.

2. The Defendants, Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a Kathy Gillen , are individuals whose last known address is 438 Hill Street, Curwensville, PA 16833.

3. On or about September 12, 2000, Randy L Gillen and Kathy J. Gillen executed a Note in favor of Option One Mortgage Corporation in the original principal amount of \$55,200.00.

4. On or about September 12, 2000, as security for payment of the aforesaid Note, Randy L. Gillen and Kathy J. Gillen made, executed and delivered to Option One Mortgage Corporation a Mortgage in the original principal amount of \$55,200.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on September 14, 2000, Instrument #2000013656. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. The aforesaid Note and Mortgage was assigned by Option One Mortgage Corporation to National City Bank, pursuant to an assignment of mortgage dated August 22, 2001 and recorded on July 11, 2002 in the Office of the Recorder of Deeds for Clearfield County in Instrument # 200210983.

6. The aforesaid Note and Mortgage was further assigned by National City Bank to U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, plaintiff herein, pursuant to an assignment of mortgage to be recorded.

7. Defendants are record and real owners of the aforesaid mortgaged premises.

8. Defendants are in default under the terms of the aforesaid Mortgage and Note for, inter alia, failure to pay the monthly installments of principal and interest when due.

9. On or about November 30, 2007, Defendant(s) were mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to

Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

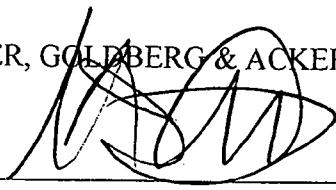
10. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$ 52,943.10
Interest through 01/16/2008	\$ 3,936.26
Attorneys' Fees	\$ 1,250.00
Title Search & Costs	\$ 2,500.00
Late Charges	\$ 450.44
Suspense Balance	\$ - 132.62
Escrow	\$ 470.28
Bad Check/NSF	\$ 40.00
Total	\$ 61,457.46

plus interest on the principal sum (\$52,943.10) from January 16, 2008, at the rate of \$17.22 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$61,457.46, with interest thereon at the rate of \$17.22 per diem from January 16, 2008, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN

BY: 

Scott A. Dietterick, Esquire

PA I.D. # 55650

Kimberly A. Bonner, Esquire

PA I.D.#89705

Richard P. Haber, Esquire

PA I.D.#202567

Attorneys for Plaintiff

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

908-233-8500

FAX 908-233-1390

EXHIBIT A

WHEN RECORDED MAIL TO:
OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57076
IRVINE, CA 92619-7076

ATTN: QUALITY CONTROL

Loan Number: 061033262
Servicing Number: 366779-7
Parcel Number: 6.2-H10-294-67

I hereby certify this to be a TRUE and
EXACT copy of the original document.

By 

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 2000 The mortgagor is
RANDY L. GILLEN AND KATHY J. GILLIN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
Option One Mortgage Corporation, a California Corporation

which is organized and existing under the laws of CALIFORNIA, and whose
address is 3 Ada, Irvine, CA 92618

Borrower owes Lender the principal sum of 105 ("Lender").
FIFTY FIVE THOUSAND TWO HUNDRED

AND NO/100THs Dollars (U.S. \$55,200.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on October 01, 2030. This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of
this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
Clearfield County, Pennsylvania:

6.2-H10-294-67

ALL THAT CERTAIN PARCEL OF LAND AND IMPROVEMENTS THEREON SITUATE IN CURWENSVILLE
BOROUGH, CLEARFIELD COUNTY, PENNSYLVANIA AND DESIGNATED AS PARCEL NO. 6.2-H10-294-67
AND MORE FULLY DESCRIBED IN A DEED DATED
02/04/1993 AND RECORDED IN CLEARFIELD COUNTY DEED/RECORD BOOK VOLUME 1529, PAGE 239.

which has the address of 725 HILL STREET, CURWENSVILLE

Pennsylvania 16833 ("Property Address"); [Street, City]
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

PENNSYLVANIA - Single Family
Page 1 of 8

PAD10011 (06/11/98)

All of the foregoing is referred to in this Security Instrument as the "Property."

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

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans of different terms. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument: (1) Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument, (2) Decrease the term of the loan and adjust the monthly payments under the Note accordingly, increase the interest rate and adjust the monthly payments under the Note accordingly, or (3) require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Instrument, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with

any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

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

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

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

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does

not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, causes of action, loss, damage, cost (including actual attorneys' fees and court costs and costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, abatement, containment, remedial or other (required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release, threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** If any installment under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of any prior forbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of sale and/or any other remedies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for releasing the Property for services rendered if the charging of the fee is permitted under applicable law.

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

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriffs sale or other sale pursuant to this Security Instrument.

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

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

27. **Misrepresentation and Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security Instrument, immediately due and payable.

28. **Time is of the Essence.** Time is of the essence in the performance of each provision of this Security Instrument.

29. **Waiver of Statute of Limitations.** The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured hereby, is hereby waived to the fullest extent permitted by applicable law.

30. **Modification.** This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

31. **Reimbursement.** To the extent permitted by applicable law, Borrower shall reimburse Trustee and Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the execution of the trust created hereunder or in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with

this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Trustee and Lender their fees in connection with Trustee and Lender including, but not limited to assumption application fees; fees for payoff demands and, statements of loan balance; fees for making, transmitting and transporting copies of loan documents, verifications, full or partial lien releases and other documents requested by borrower or necessary for performance of Lender's rights or duties under this Security Instrument; fees arising from a returned or dishonored check; fees to determine whether the Property is occupied, protected, maintained or insured or related purposes; appraisal fees, inspection fees, legal fees, broker fees, insurance mid-term substitutions, repair expenses, foreclosure fees and costs arising from foreclosure of the Property and protection of the security for this Security Instrument; and all other fees and costs of a similar nature not otherwise prohibited by law. permitted by applicable law, Borrower shall pay to Lender their fees in connection with Lender providing documents or services arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument.

32. **Clerical Error.** In the event Lender at any time discovers that the Note, any other note secured by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical mistake, calculation error, computer malfunction, printing error or similar error, Borrower agrees, upon notice from Lender, to reexecute any documents that are necessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.

33. **Lost, Stolen, Destroyed or Mutilated Security Instrument and Other Documents.** In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Borrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Loan Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver to Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated Loan document, and such replacement shall have the same force and effect as the lost, stolen, destroyed, or mutilated Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

34. **Assignment of Rents.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property. Borrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security instrument and Borrower has not abandoned the Property.

35. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> No Prepayment Penalty Option Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Occupancy Rider
<input type="checkbox"/> Other(s) (specify)		

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

Witnesses:

Kathy J. Gillen (Seal) -Borrower

Randy J. Gillen (Seal) -Borrower

Jennifer M. Maloney (Seal) -Borrower

the within-named Mortgagor is
3 ADA IRVINE CA 92618
Witness my hand this 12th day of September 2000

do hereby certify that the correct address of

Jennifer M. Maloney
Agent of Mortgagor
PAD10017 (06/11/98)

Loan Number: 061033262

Servicing Number: 366779-7

Date:

09/12/00

COMMONWEALTH OF PENNSYLVANIA,

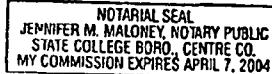
County ss:

On this, the 12th day of September, 2000, before me, the undersigned officer, personally appeared

Randy L. Gilten and Kathryn J. Gilten
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:



Title of Officer

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

DEED FROM KATHY J. COLLINS N/K/A KATHY J. GILLEN AS SET FORTH IN DEED INST #, 200013655 DATED 09/12/2000 AND RECORDED 09/14/2000, CLEARFIELD COUNTY RECORDS, COMMONWEALTH OF PENNSYLVANIA.

VERIFICATION

Scott A. Dietterick, Esquire hereby states that he is 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 he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing pleading in the Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is the undersigned's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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.

Scott A. Dietterick, Esquire
PA I.D..#55650

Dated: 01/31/2018

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

FILED (F)

U.S. Bank National Association, as trustee,
on behalf of the holders of the CSFB
Mortgage Pass-Through Certificates, Series
2005-CF1,

CIVIL DIVISION

No.: 08-266-CD

ISSUE NUMBER:

TYPE OF PLEADING:

**PRAECIPE FOR DEFAULT
JUDGMENT**
(Mortgage Foreclosure)

FILED ON BEHALF OF:

U.S. Bank National Association, as trustee,
on behalf of the holders of the CSFB
Mortgage Pass-Through Certificates, Series
2005-CF1
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG & ACKERMAN,
LLC
Scott A. Dietterick, Esquire
Pa I.D. # 55650
Kimberly A. Bonner, Esquire
Pa I.D. #89705
Richard P. Haber, Esquire
Pa I.D. #202567
Eric Santos, Esquire
Pa I.D. #201493

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
Atty File No.: FCP-97199

Zucker, Goldberg & Ackerman, LLC
FCP-97199

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1 : CIVIL DIVISION
NO.: 08-266-CD

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a\k\ a Kathy Gillen;

Defendant(s).

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR/MADAM:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant(s), Kathy J. Gillen and Randy Gillen, h\w, in the amount of \$64,667.49 which is itemized as follows for failure to file an Answer:

Principal	\$52,943.10
Interest through 07/11/08	\$6,984.20
Attorneys' Fees	\$1,250.00
Title Search & Costs	\$2,500.00
Late Charges	\$ 612.53
Suspense Balance	\$- 132.62
Escrow	\$ 470.28
Bad Check/NSF	\$ 40.00
Total	\$64,667.49

plus interest on the principal sum (\$52,943.10) from July 11, 2008, at the rate of \$17.22 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

By: 

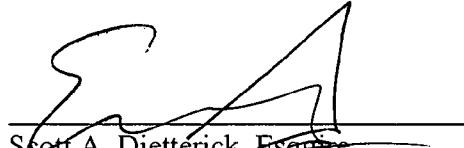
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
Atty File No.: FCP-97199

Zucker, Goldberg & Ackerman, LLC
FCP-97199

AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA
SS:
COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendant is not in the military service of the United States of America to the best of his/her knowledge, information and belief and certifies that the Notice of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.



Scott A. Dietterick, Esquire
Kimberly A. Bonner, Esquire
Richard P. Haber, Esquire
Eric Santos, Esquire

Sworn to and subscribed before me
This 11 day of July, 2008

Marie Lindner
Notary Public

My Commission Expires:

MARIE LINDNER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/10/2011

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1 : CIVIL DIVISION
: NO.: 08-266-CD

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy
J. Gillen a\k\ a Kathy Gillen;

Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Randy L. Gillen aka Randy Gillen

() Plaintiff
(X) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in
the above captioned proceeding on July 14, 2008.

() A copy of the Order or Decree is enclosed,
or
(X) The judgment is as follows: \$64,667.49

plus interest on the principal sum (\$52,943.10) from July 11, 2008, at the rate of \$17.22
per diem, plus additional late charges, and costs (including additional escrow advances),
additional attorneys' fees and costs and for foreclosure and sale of the mortgaged
premises.



Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on : CIVIL DIVISION
behalf of the holders of the CSFB Mortgage :
Pass-Through Certificates, Series 2005-CF1 : NO.: 08-266-CD
Plaintiff, :
vs. :
Randy L. Gillen aka Randy Gillen; Kathy :
J. Gillen a\k\ a Kathy Gillen; :
Defendant.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Kathy J. Gillen a\k\ a Kathy Gillen

() Plaintiff
(X) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in
the above captioned proceeding on July 14, 2008.

() A copy of the Order or Decree is enclosed,
or
(X) The judgment is as follows: \$64,667.49

plus interest on the principal sum (\$52,943.10) from July 11, 2008, at the rate of \$17.22
per diem, plus additional late charges, and costs (including additional escrow advances),
additional attorneys' fees and costs and for foreclosure and sale of the mortgaged
premises.


Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO: 08-266-CD
SERVICE # 1 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

COPY

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 29, 2008 AT 1:59 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RANDY L. GILLEN aka RANDY GILLEN DEFENDANT AT 438 HILL ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ARRON COLLINS, STEPSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

97199

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103772
NO. 08-266-CD
SERVICE # 2 OF 4
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, as Trustee

vs.

DEFENDANT: RANDY L. GILLEN aka RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN

SHERIFF RETURN

NOW, February 29, 2008 AT 1:59 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHY J. GILLEN aka KATHY GILLEN DEFENDANT AT 438 HILL ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ARRON COLLINS, STEPSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**U.S. Bank National Association, as trustee, on behalf
of the holders of the CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1**

Plaintiff,

CIVIL DIVISION

NO.: 08-266-CD

vs.

Randy L. Gillen aka Randy Gillen
Defendant.

IMPORTANT NOTICE

TO: **Kathy J. Gillen aka Kathy Gillen
438 Hill Street
Curwensville, PA 16833**

DATE OF NOTICE: 6/30/2008

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 YOUR 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.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

**Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982**

**Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**U.S. Bank National Association, as trustee, on behalf
of the holders of the CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1**

CIVIL DIVISION

NO.: 08-266-CD

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen

Defendant.

AVISO IMPORTANTE

TO: **Kathy J. Gillen aka Kathy Gillen
438 Hill Street
Curwensville, PA 16833**

FECHA DEL AVISO: 6/30/2008

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED Tome ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENDE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

**Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982**

**Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375**

ZUCKER, GOLDBERG & ACKERMAN

BY: **Scott A. Dietterick**

Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA I.D. # 55650
200 Sheffield Street, Suite 301
P.O. Box 1024
Mountainside, NJ 07092-0024
(717) 533-3560

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**U.S. Bank National Association, as trustee, on behalf
of the holders of the CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1**

CIVIL DIVISION

NO.: 08-266-CD

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen

Defendant.

IMPORTANT NOTICE

TO: **Randy L. Gillen aka Randy Gillen
438 Hill Street
Curwensville, PA 16833**

DATE OF NOTICE: 6/30/2008

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 YOUR 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.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

**Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982**

**Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**U.S. Bank National Association, as trustee, on behalf
of the holders of the CSFB Mortgage Pass-Through
Certificates, Series 2005-CF1**

CIVIL DIVISION

NO.: 08-266-CD

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen

Defendant.

AVISO IMPORTANTE

TO: **Randy L. Gillen aka Randy Gillen**
438 Hill Street
Curwensville, PA 16833

FECHA DEL AVISO: 6/30/2008

USTED ESTA EN REBELDIA PORQUE HA FALLADO DE TOMAR LA ACCION REQUERIDA EN ESTE CASO. A MENOS QUE USTED Tome ACCION DENTRO DE LOS PROXIMOS DIEZ (10) DIAS DE LA FECHA DE ESTE AVISO, SE PUEDE DICTAR UN FALLO EN CONTRA SUYA SIN LLEVARSE A CABO UNA VISTA Y USTED PUEDE PERDER SU PROPIEDAD Y OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE DOCUMENTO INMEDIATAMENTE A SU ABOGADO. SI USTED NO TIENDE UN ABOGADO O NO PUEDE PAGAR UNO, VAYA O LLAME LA OFICINA ABAJO INDICADA PARA QUE LE INFORMEN DONDE PUEDE CONSEGUIR AYUDA LEGAL.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

Clearfield County Courthouse
Clearfield, PA 16830
Phone (814) 765-2641, Ext. 5982

Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
Phone (800) 692-7375

ZUCKER, GOLDBERG & ACKERMAN

BY: Scott A. Dietterick
Scott A. Dietterick, Esquire
Attorneys for Plaintiff
PA I.D. # 55650
200 Sheffield Street, Suite 301
P.O. Box 1024
Mountainside, NJ 07092-0024
(717) 533-3560

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Docket No.: 08-266-CD

Execution No.:

Plaintiff,

vs.

RANDY L. GILLEN AKA RANDY GILLEN;
KATHY J. GILLEN AKA KATHY GILLEN

Defendants.

To the Prothonotary of Clearfield County:

**ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER
ON THE FOLLOWING DESCRIBED REAL ESTATE:**

See Exhibit "A" attached.

Amount Due	\$64,667.49
Interest from 07/11/2008 to date of sale	\$4,838.40
Total	\$69,505.89
	plus costs to be added

Plus Costs (Costs to be added)

\$ 135.00 Prothonotary costs

ZUCKER GOLDBERG & ACKERMAN, LLC

BY: _____

Scott A. Dietterick, Esquire; PA I.D. #55650

Kimberly A. Bonner, Esquire; PA.I.D. #89705

Richard P. Haber, Esquire; PA.I.D. #202567

Eric Santos, Esquire; PA.I.D. #201493

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

File No.: FCP-97199

(908) 233-8500; (908) 233-1390 FAX

FILED
11/02/08
SEP 05 2008
w/prop. desc.
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts
Atty Pd \$20.00

Zucker, Goldberg & Ackerman, LLC
FCP-97199

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS N/K/A KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h\w.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

U.S. BANK NATIONAL ASSOCIATION, AS :
TRUSTEE, ON BEHALF OF THE HOLDERS : Docket No.: 08-266-CD
OF THE CSFB MORTGAGE PASS- :
THROUGH CERTIFICATES, SERIES 2005- : Execution No.:
CF1, :

Plaintiff, :

vs. :

RANDY L. GILLEN AKA RANDY GILLEN :
KATHY J. GILLEN A\K\A KATHY GILLEN :

Defendants.

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

AMOUNT DUE	\$64,667.49
INTEREST from 07/11/2008 to date	\$4,838.40
of sale	
Total	\$69,505.89
(Costs to be added)	plus costs to be added

* 135.00 Prothonotary costs

Prothonotary:

By: Willie L. Hagan
Clerk

Date: 9/5/08

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS N/K/A KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h\w.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS :
TRUSTEE, ON BEHALF OF THE HOLDERS : Docket No.: 08-266-CD
OF THE CSFB MORTGAGE PASS- :
THROUGH CERTIFICATES, SERIES 2005- : Execution No.:
CF1, :

Plaintiff,

vs.

RANDY L. GILLEN AKA RANDY GILLEN :
KATHY J. GILLEN A\K\A KATHY GILLEN :

Defendants.

FILED NO
M/10/55/04
SEP 05 2008
610

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT PURSUANT TO RULE 3129.1

U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 725 Hill Street, Curwensville, PA 16833.

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

KATHY J. GILLEN AND RANDY GILLEN, HW
438 Hill Street
Curwensville, PA 16833

2. Name and Address of Defendant(s) in the Judgment:

RANDY L. GILLEN AKA RANDY GILLEN
438 Hill Street
Curwensville, PA 16833

KATHY J. GILLEN A\K\A KATHY GILLEN
438 Hill Street
Curwensville, PA 16833

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CF1
Plaintiff

NATIONAL CITY BANK, AS TRUSTEE
C/O NATIONAL CITY BANK, AS TRUSTEE
1040 NORTH KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034

Discover Bank
985 OLD EAGLE SCHOOL ROAD, SUITE 505
WAYNE, PA 19087
AND
C/O ERIC M. BERMAN, PC
985 OLD EAGLE SCHOOL ROAD, SUITE 505
WAYNE, PA 19087

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CF1
Plaintiff

OPTION ONE MORTGAGE CORPORATION
3 ADA, IRVINE
CA 92618
AND
180 EAST 5TH STREET
SAINT PAUL, MN 55101

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

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 East Market Street
Clearfield, PA 16830

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:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

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:

CLEARFIELD COUNTY DOMESTIC REALATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS
725 Hill Street
Curwensville, PA 16833

UNKNOWN SPOUSE
438 Hill Street
Curwensville, PA 16833

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

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

ZUCKER GOLDBERG & ACKERMAN, LLC

BY: _____

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA.I.D. #89705
Richard P. Haber, Esquire; PA.I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: FCP-97199
(908) 233-8500; (908) 233-1390 FAX

Dated: August 22, 2008

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS N/K/A KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h\w.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1,

Docket No.: 08-266-CD

Execution No.:

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a/k/a Kathy Gillen

Defendants.

To the Prothonotary of Clearfield County:

**ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER
ON THE FOLLOWING DESCRIBED REAL ESTATE:**

See Exhibit "A" attached.

Amount Due	\$64,667.49
Interest from 07/11/2008 to date of sale	\$4,649.40
Total	\$69,316.89
Plus Costs (Costs to be added)	plus costs to be added
	\$155.00 Prothonotary costs

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: 

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: FCP-97199
(908) 233-8500; (908) 233-1390 FAX

FILED

MAR 02 2009 2cc@9wnts
MAR 02 2009 w/prop. desc.
to Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

Att'y pd. 20.00

(6W)

Zucker, Goldberg & Ackerman, LLC
FCP-97199

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF LOT HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO A POST AND PLACE OF BEGINNING. BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS NOW KNOWN AS KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h/w.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1,

: Docket No.: 08-266-CD

: Execution No.:

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a\k\ a Kathy Gillen

Defendants.

AFFIDAVIT PURSUANT TO RULE 3129.1

U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located at 725 Hill Street, Curwensville, PA 16833.

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

KATHY J. GILLEN AND RANDY GILLEN, HW
438 Hill Street
Curwensville, PA 16833

2. Name and Address of Defendant(s) in the Judgment:

RANDY L. GILLEN AKA RANDY GILLEN
438 Hill Street
Curwensville, PA 16833

KATHY J. GILLEN A\K\ A KATHY GILLEN
438 Hill Street
Curwensville, PA 16833

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CF1
Plaintiff

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE
HOLDERS OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2005-CF1

Plaintiff

NATIONAL CITY BANK
180 East 5th Street
St. Paul, MN 55101

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

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 East Market Street
Clearfield, PA 16830

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:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

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:

CLEARFIELD COUNTY DOMESTIC REALATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS
725 Hill Street
Curwensville, PA 16833

UNKNOWN SPOUSE
438 Hill Street
Curwensville, PA 16833

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

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

ZUCKER GOLDBERG & ACKERMAN, LLC

BY: _____

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA.I.D. #89705
Richard P. Haber, Esquire; PA.I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: FCP-97199
(908) 233-8500; (908) 233-1390 FAX

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF LOT HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO A POST AND PLACE OF BEGINNING. BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS NOW KNOWN AS KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h\w.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Copy

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1,

Docket No.: 08-266-CD

Execution No.:

Plaintiff

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a\k\ a Kathy Gillen

Defendants

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

AMOUNT DUE	\$64,667.49
INTEREST from 07/11/2008 to date	\$4,649.40
of sale	
Total	\$69,316.89
(Costs to be added)	plus costs to be added
	155.00 Prothonotary costs

Prothonotary:

By:

William H. Chang

Clerk

Date: 3/2/09

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF LOT HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO A POST AND PLACE OF BEGINNING. BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS NOW KNOWN AS KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h\w.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20840

NO: 08-266-CD

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE ON BEHALF OF THE HOLDERS OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CF1

vs.

DEFENDANT: RANDY L. GILLEN A/K/A RANDY GILLEN AND KATHY J. GILLEN A/K/A KATHY GILLEN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/5/2008

LEVY TAKEN 9/29/2008 @ 2:09 PM

POSTED 9/29/2008 @ 2:09 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 4/21/2009

DATE DEED FILED NOT SOLD

5 FILED
01/10/43 2009
APR 21 2009
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED KATHY J. GILLEN A/K/A KATHY GILLEN

DEPUTIES UNABLE TO SERVE KATHY J. GILLEN A/K/A KATHY GILLEN, DEFENDANT, AT 438 HILL STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA THE HOUSE WAS EMPTY.

@ SERVED RANDY L. GILLEN A/K/A RANDY GILLEN

DEPUTIES UNABLE TO SERVE RANDY L. GILLEN A/K/A RANDY GILLEN, DEFENDANT, AT 438 HILL STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA THE HOUSE WAS EMPTY.

@ SERVED

NOW, NOVEMBER 113, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR DECEMBER 5, 2008 TO FEBRUARY 6, 2009.

@ SERVED

NOW, JANUARY 14, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR FEBRUARY 6, 2009 TO APRIL 3, 2009.

@ SERVED

NOW, MARCH 11, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR APRIL 3, 2009 DUE TO WRIT BEING OVER 130 DAYS.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20840
NO: 08-266-CD

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE ON BEHALF OF THE HOLDERS OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CF1

vs.

DEFENDANT: RANDY L. GILLEN A/K/A RANDY GILLEN AND KATHY J. GILLEN A/K/A KATHY GILLEN

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$195.34

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
By Cynthia Bitter-Angelard
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS :
TRUSTEE, ON BEHALF OF THE HOLDERS : Docket No.: 08-266-CD
OF THE CSFB MORTGAGE PASS- :
THROUGH CERTIFICATES, SERIES 2005- : Execution No.:
CF1, :

Plaintiff,

vs.

RANDY L. GILLEN AKA RANDY GILLEN;
KATHY J. GILLEN A\K\A KATHY GILLEN

Defendants.

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

AMOUNT DUE	\$64,667.49
INTEREST from 07/11/2008 to date	\$4,838.40
of sale	
Total	\$69,505.89
(Costs to be added)	plus costs to be added
	\$135.00 Prothonotary costs

Prothonotary:

By:

Clerk

Date: 9/5/08

Received this writ this 9th day
of September A.D. 2008
At 3:00 A.M./P.M.

Chesler A. Haubens
Sheriff, Dauphin County, Pennsylvania

Zucker, Goldberg & Ackerman, LLC
FCP-97199

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN BOROUGH OF CURWENSVILLE, CLEARFIELD COUNTY, STATE OF PENNSYLVANIA, AS MORE FULLY DESCRIBED IN DEED INST #, 200013655, ID# 6.2-H10-294-00067, CONTROL #00, BEING KNOWN AND DESIGNATED AS ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING, AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD, AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF THE HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO POST AND PLACE OF BEGINNING, BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS N/K/A KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h\w.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME KATHY J. GILLEN A/K/A KATHY GILLEN

NO. 08-266-CD

NOW, April 20, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 03, 2009, I exposed the within described real estate of Randy L. Gillen A/K/A Randy Gillen And Kathy J. Gillen A/K/A Kathy Gillen 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 SERVICE	15.00
MILEAGE	7.02
LEVY	15.00
MILEAGE	7.02
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	6.30
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	40.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$195.34

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	64,667.49
INTEREST @	0.00
FROM TO 04/03/2009	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	4,838.40
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$69,545.89

COSTS:

ADVERTISING	413.68
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	195.34
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$906.02

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

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD P. HABER §
FRANCES GAMBARDELLA
BRIAN C. NICHOLAS §
STEVEN D. KROL
ERIC SANTOS ■
ANTHONY J. RISALVATO ◊
CHRISTOPHER G. FORD
KRISTEN A. ZEBROWSKI ◊

- ALSO MEMBER OF NY, PA AND CA BAR
- § ALSO MEMBER OF PA BAR
- ALSO MEMBER OF NY AND ME BAR
- ALSO MEMBER OF NY AND PA BAR
- ◊ ALSO MEMBER OF NY BAR
- ◊ MEMBER OF PA BAR ONLY

OF COUNSEL:
SCOTT A. DIETTERICK, ESQ. ◊
KIMBERLY A. BONNER, ESQ. ◊

ZUCKER, GOLDBERG & ACKERMAN, LLC ATTORNEYS AT LAW

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com

For payoff/reinstatement figures
Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)
LOUIS D. GOLDBERG (1923-1967)
LEONARD H. GOLDBERG (1929-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Hershey, PA 17033
717-533-3560
Fax: 717-533-3562

FCP-97199

November 13, 2008

Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County
ATTN: REAL ESTATE DEPT.
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: U.S. Bank National Association, as trustee,
on behalf of the holders of the CSFB
Mortgage Pass-Through Certificates, Series
2005-CF1
vs. Randy L. Gillen aka Randy Gillen
Premises: 725 Hill Street
Curwensville, PA 16833
Docket No.: 08-266-CD
Sheriff #:

Dear Sir/Madam:

Please continue the sheriff sale set for December 5, 2008 to February 6, 2009 sheriff sale. Please announce this continuance at the December 5, 2008 sheriff sale.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN, LLC

By: *Marie Lindner*
Foreclosure Sales Specialist
(908) 233-8500 x 115

ZUCKER, GOLDBERG & ACKERMAN, LLC
ATTORNEYS AT LAW

LEONARD S. ZUCKER
 MICHAEL S. ACKERMAN
 JOEL ACKERMAN*

RICHARD P. HABER §
 FRANCES GAMBARDELLA
 BRIAN C. NICHOLAS §
 STEVEN D. KROL
 ERIC SANTOS
 ANTHONY J. RISALVATO
 CHRISTOPHER G. FORD
 KRISTEN A. ZEBROWSKI

• ALSO MEMBER OF NY, PA AND CA BAR
 § ALSO MEMBER OF PA BAR
 ■ ALSO MEMBER OF NY AND ME BAR
 ■ ALSO MEMBER OF NY AND PA BAR
 □ ALSO MEMBER OF NY BAR
 □ MEMBER OF PA BAR ONLY

OF COUNSEL:
 SCOTT A. DERTERICK, ESQ. ♦
 KIMBERLY A. RONNDA, ESQ. ♦

200 SHEFFIELD STREET- SUITE 301
 P.O. BOX 1024
 MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
 FACSIMILE: 908-233-1390
 E-MAIL: Office@zucker-goldberg.com

For payoff/reinstatement figures
 Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
 AS ZUCKER & GOLDBERG

MAURICE S. ZUCKER (1913-1979)
 LOUIS D. GOLDBERG (1913-1967)
 LEONARD H. GOLDBERG (1913-1979)
 BENJAMIN WEISS (1913-1981)

Phone: 908-233-1390
 Fax: 908-233-3562
 Office: Box 650
 Heslington Rd, Mountainside, NJ 07041
 908-233-17033
 908-233-3550

FCP-97199

January 14, 2009

Fax no.: 814-763-5915

Office of the Sheriff of Clearfield County
 ATTN: REAL ESTATE DEPT.
 Clearfield County Courthouse
 230 East Market Street
 Clearfield, PA 16830

Re: U.S. Bank National Association, as trustee,
 on behalf of the holders of the CSFB
 Mortgage Pass-Through Certificates, Series
 2005-CFI

vs. Randy L. Gillen aka Randy Gillen

Premises: 725 Hill Street
 Curwensville, PA 16833

Docket No.: 08-266-CD

Sheriff Sale #:

Dear Sir/Madam:

Please continue the sheriff sale set for February 6, 2009 to April 3, 2009 sheriff sale.
 Please announce this continuance at the February 6, 2009 sheriff sale.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN, LLC

By: *Kelly Quinn*
 Foreclosure Sales Specialist
 (908) 233-8500 x 151

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD P. HABER §
FRANCES GAMBARDELLA
BRIAN C. NICHOLAS •
STEVEN D. KROL
ERIC SANTOS
ANTHONY J. RISALVATO •
CHRISTOPHER G. FORD
KRISTEN A. ZEBROWSKI •
ERIC R. PARKER •
• ALSO MEMBER OF NY, PA AND CA BAR
§ ALSO MEMBER OF PA BAR
• ALSO MEMBER OF NY AND ME BAR
• ALSO MEMBER OF NY AND PA BAR
○ ALSO MEMBER OF NY BAR
✖ MEMBER OF PA BAR ONLY

OF COUNSEL:
SCOTT A. DIETTERICK, ESQ. ✎
KIMBERLY A. BONNER, ESQ. ✎

ZUCKER, GOLDBERG & ACKERMAN, LLC
ATTORNEYS AT LAW

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024
TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com

For payoff/reinstatement figures
Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)
LOUIS D. GOLDBERG (1923-1967)
LEONARD H. GOLDBERG (1929-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Hershey, PA 17033

FCP-97199

March 11, 2009

Via Fax & Regular Mail
Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County
ATTN: REAL ESTATE DEPT.
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage Pass-
Through Certificates, Series 2005-CF1
vs. Kathy J. Gillen and Randy Gillen, h\w
Premises: 725 Hill Street
Curwensville, PA 16833
Docket No.: 08-266-CD
Sheriff #:

Dear Sir/Madam:

Please consider this correspondence a formal request to stay the Sheriff's sale scheduled for April 3, 2009. The reason for the stay is due writ being over 130 days. No funds have been received.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN

By: *Marina Alvarado*
Foreclosure Sales Specialist
(908) 233-8500 x 370

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen a\k\ a Kathy Gillen

Defendant.

CIVIL DIVISION

NO.: 08-266-CD

TYPE OF PLEADING:

FILED *(R)*

MAY 06 2009

ml/1:00/w
William A. Shaw
Prothonotary/Clerk of Court

1 cent to Atty

**MOTION FOR SPECIAL
SERVICE ON DEFENDANT
PURSUANT TO Pa.R.C.P. 430**

FILED ON BEHALF OF:

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1

COUNSEL OF RECORD FOR THIS PARTY:

ZUCKER, GOLDBERG & ACKERMAN, LLC

Scott A. Dietterick, Esquire
Pa. I.D. #55650
Kimberly A. Bonner, Esquire
Pa. I.D. #89705
Richard P. Haber, Esquire
Pa. I.D. #202567
Eric Santos, Esquire
Pa. I.D. #201493
Joel A. Ackerman, Esquire
Pa. I.D. #202729

ZUCKER, GOLDBERG & ACKERMAN, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: FCP- 97199/ml

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS-THROUGH : NO.: 08-266-CD
CERTIFICATES, SERIES 2005-CF1, :

Plaintiff, :

vs. :

Randy L. Gillen aka Randy Gillen; Kathy J. :
Gillen a\k\ a Kathy Gillen :

Defendant.

**MOTION FOR SPECIAL SERVICE OF NOTICE OF SERVICE SALE UPON
DEFENDANT PURSUANT TO Pa.R.C.P. 430**

AND NOW, comes the Plaintiff, U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, by and through its attorneys, Zucker, Goldberg & Ackerman, LLC, and files the within Motion for Special Service of Notice of Sheriff Sale Upon Defendant pursuant to Pa.R.C.P. 430 as follows:

1. On or about March 2, 2009, Plaintiff filed its original Praeclipe for Writ of Execution ("Writ") against the Defendant(s), Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a Kathy Gillen ("Defendant(s)"), at the above-captioned number and term, scheduling Defendant's property located at 725 Hill Street, Curwensville PA 16833, ("Mortgaged Premises") for Sheriff Sale on June 5, 2009.

2. Plaintiff directed the Sheriff of Clearfield County to serve Defendant(s) with the Notice of Sheriff Sale at defendant's last known address being 438 Hill Street, Curwensville, PA 16833, but service was returned "house empty". A true and correct copy of said Return of

Service from the Clearfield County Sheriff's Office is marked Exhibit "A", attached hereto and made a part hereof.

3. A search of the U.S. Postmaster's records for 438 Hill Street, Curwensville, PA 16833 "no change of address order on file". A true and correct copy of Plaintiff's U.S. Postmaster's Search is marked Exhibit B, attached hereto and made apart hereof.

4. Plaintiff also attempted service of the defendant(s) via certified mail, return receipt to defendant(s) at the address of 438 Hill Street, Curwensville, PA 16833, but certified mail was returned "unclaimed". A copy of said return is marked Exhibit C, attached hereto and made a part hereof.

5. An internet person locator search provided no alternative address for Defendant(s).

6. Plaintiff conducted an investigation to determine the whereabouts of Defendant(s), Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a Kathy Gillen but all sources indicated no alternative address other than that of the last known address being 438 Hill Street, Curwensville, PA 16833. An affidavit of Plaintiff's counsel regarding the investigation taken to determine the whereabouts of Defendant is marked Exhibit D, attached hereto and made a part hereof.

7. Consequently, Plaintiff has continued the Sheriff Sale scheduled for June 5, 2009 to August 7, 2009 in order to provide sufficient time to obtain alternate service of Defendant(s), Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a Kathy Gillen.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court permit Plaintiff to serve Defendant(s), Randy L. Gillen aka Randy Gillen and Kathy J. Gillen a\k\ a Kathy Gillen, with the Notice of Sheriff Sale, by instructing the Clearfield County Sheriff's Office to POST a

copy of same on the Mortgaged Premises, being 725 Hill Street, Curwensville, PA 16833, and by mailing a copy to the Mortgaged Premises, via Certified Mail, no signature required and First Class U.S. Mail, Postage Prepaid, with said service being valid and complete upon such posting and mailing in accordance with Pa.R.C.P. 3129.2 and 430.

ZUCKER GOLDBERG & ACKERMAN, LLC

BY: 

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA.I.D. #89705
Richard P. Haber, Esquire; PA.I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: FCP-97199
(908) 233-8500; (908) 233-1390 FAX

Dated: May 1, 2009

EXHIBIT “A”

REAL ESTATE

REAL ESTATE

97149

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20943

DEPUTY RECEIVED: March 13, 2009

DEFENDANT(S): RANDY L GILLEN A/K/A RANDY GILLEN

ADDRESS: 438 GILL STREET
CURWENSVILLE, PA 16833

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: APRIL 14, 2009

DATE SERVED, POSTED OR LEVIED: _____ TIME: _____

NAME OF PERSON SERVED: _____

TITLE: _____

WHERE SERVED / POSTED (ADDRESS): _____

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____

SPECIAL DIRECTIONS:

NO. 08-266-CD
RANDY L. GILLEN A/K/A RANDY GILLEN; KATHY J. GILLEN A/K/A KATHY GILLEN

SERVED, POSTED OR LEVIED ON BY: _____

NOTES: _____
House Empty

97149

REAL ESTATE

REAL ESTATE

97199

EXECUTION SERVICE SHEET

DKT: EX PAGE: 20943

DEPUTY RECEIVED: March 13, 2009

DEFENDANT(S): KATHY J. GILLEN A/K/A KATHY GILLEN

ADDRESS: 438 HILL STREET
CURWENSVILLE PA 16828

LEVY & POST AT: SAME AS ABOVE

SERVE AND LEAVE WITH: DEFENDANT POST GARNISHEE

WRIT OF EXECUTION NOTICE OF SALE TO POST / SERVE WRIT LEVY

INTERROGATORIES TO GARNISHEE WRIT OF POSSESSION

MUST BE SERVED, POSTED OR LEVIED BY: APRIL 14, 2009

DATE SERVED, POSTED OR LEVIED: _____ TIME: _____

NAME OF PERSON SERVED: _____

TITLE: _____

WHERE SERVED / POSTED (ADDRESS): _____

DEFENDANT(S): RESIDENCE EMPLOYMENT

SIGNATURE OF PERSON SERVED: _____

DATE: _____

ATTEMPTS: _____

SPECIAL DIRECTIONS:

NO 08-266-CD
RANDY L. GILLEN A/K/A RANDY GILLEN, KATHY J. GILLEN A/K/A KATHY GILLEN

SERVED, POSTED OR LEVIED ON BY: _____

NOTES: _____

House Empty

EXHIBIT “B”

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD P. HABER**
FRANCES GAMBARDELLA
BRIAN C. NICHOLAS***
STEVEN D. KROL
ERIC SANTOS****
ANTHONY J. RISALVATO*****

*ALSO MEMBER OF NY, PA AND CA BAR
**ALSO MEMBER OF PA BAR
***ALSO MEMBER OF NY AND ME BAR
****ALSO MEMBER OF NY AND PA BAR
*****ALSO MEMBER OF NY BAR
*****MEMBER OF PA BAR ONLY

OF COUNSEL:
SCOTT A. DIETTERICK, ESQ.*****
KIMBERLY A. BONNER, ESQ.*****

ZUCKER, GOLDBERG & ACKERMAN, LLC ATTORNEYS AT LAW

200 SHEFFIELD STREET, SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07042-0024
TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zucker goldberg.com

For payoff/reinstatement figures
Please send your request to: zucker goldberg.com/pr
REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)
LOUIS D. GOLDBERG (1923-1967)
LEONARD H. GOLDBERG (1929-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Hershey, PA 17033
717-533-3560
Fax: 717-533-3562

PA CASE FCP-97199
Attn: PA Service Team

January 18, 2008

Postmaster:
Curwensville, PA 16833

RE: Request for Change of Address or Boxholder Information Needed for Service of Process
Please furnish the new address or the name and street address (if a boxholder) for the following:

Kathy Gillen- 438 Hill Street

C_97199PD021X2_C

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: ATTORNEYS FOR PLAINTIFF
2. Statute or regulation that empowers me to serve process: NOT APPLICABLE
3. The names of all known parties to the litigation: , et al.
4. The court in which the case has been or will be heard: IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
5. The docket number is: F-1034-02
6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT
THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Very truly yours,

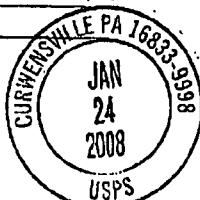
By: *Scott A. Dietterick*
SCOTT A. DIETTERICK

SAD/ro

FOR POST OFFICE USE ONLY

No Change of Address Order on file.
 Not known at address given.
 Moved left no forwarding address.
 No such address.

NAME AND STREET ADDRESS



LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD P. HABER**
FRANCES GAMBARDELLA
BRIAN C. NICHOLAS***
STEVEN D. KROL
ERIC SANTOS****
ANTHONY J. RISALVATO*****

*ALSO MEMBER OF NY, PA AND CA BAR
**ALSO MEMBER OF PA BAR
***ALSO MEMBER OF NY AND ME BAR
****ALSO MEMBER OF NY AND PA BAR
*****ALSO MEMBER OF NY BAR
*****MEMBER OF PA BAR ONLY

OF COUNSEL:
SCOTT A. DIETTERICK, ESQ. *****
KIMBERLY A. BONNER, ESQ. *****

ZUCKER, GOLDBERG & ACKERMAN, LLC ATTORNEYS AT LAW

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zucker-goldberg.com

For payoff/reinstatement figures
Please send your request to: zucker-goldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)
LOUIS D. GOLDBERG (1923-1967)
LEONARD H. GOLDBERG (1929-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Hershey, PA 17033
717-533-3560
Fax: 717-533-3562

PA CASE FCP-97199.

Attn: PA Service Team

January 18, 2008

Postmaster
Curwensville, PA 16833

RE: Request for Change of Address or Boxholder Information Needed for Service of Process
Please furnish the new address or the name and street address (if a boxholder) for the following:

Randy Gillen- 438 Hill Street

C_97199PD011X1_C

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester: ATTORNEYS FOR PLAINTIFF
2. Statute or regulation that empowers me to serve process: NOT APPLICABLE
3. The names of all known parties to the litigation: , et al.
4. The court in which the case has been or will be heard: IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

5. The docket number is: F-1034-02

6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Very truly yours,

By: *Scott A. Dietterick*

SCOTT A. DIETTERICK

SAD/ro

FOR POST OFFICE USE ONLY

No Change of Address Order on file.
 Not known at address given.
 Moved left no forwarding address.
 No such address.

NAME AND STREET ADDRESS

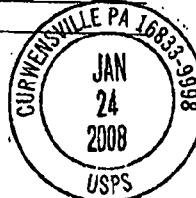


EXHIBIT “C”

ZUCKER, GOLDBERG & ACKERMAN, LLC

ATTORNEYS AT LAW
200 SHEFFIELD STREET, SUITE 301
MOUNTAINSIDE, NJ 07041-2315

CERTIFIED MAIL



Kathy J. Gillen aka Kathy Gillen
438 Hill Street
Curwensville, PA 16633

455 N2E 1 BOSC 72 03/17/09
GILLEN RETURN TO SENDER

MOVED LEFT NO ADDRESS
UNABLE TO FORWARD

BC: 07082221576
16233145702265

Thank you for using Return Receipt Service

**RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION**

COMPLETE THIS SECTION ON DELIVERY

A. Booked by (Please Print Clearly)	B. Date of Delivery
C. Signature	
X	
7160 3903 9846 1566 0134	
7	
2. Article Number	
3. Service Type CERTIFIED MAIL	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
5. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Reference Information	
7. Article Addressed to:	
Kathy J. Gillen aka Kathy Gillen	
438 Hill Street	
Curwensville, PA 16833	

COMPLETE THIS SECTION ON DELIVERY

A. Booked by (Please Print Clearly)	B. Date of Delivery
C. Signature	
X	
7	
2. Article Number	
3. Service Type CERTIFIED MAIL	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
5. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Reference Information	
7. Article Addressed to:	
Kathy J. Gillen aka Kathy Gillen	
438 Hill Street	
Curwensville, PA 16833	

PS Form 3811, January 2005 Domestic Return Receipt

Thank you for using Return Receipt Service

CERTIFIED MAIL

ZUCKER, GOLDBERG & ACKERMAN, LLC

ATTORNEYS AT LAW

200 SHEFFIELD STREET, SUITE 301

MOUNTAINSIDE, NJ 07092-2315



UNITED STATES POSTAL SERVICE
02 1M
0004253133 \$ 05.490
MAILED FROM ZIP CODE 07092

2nd

Randy L. Gillen aka Randy Gillen
438 Hill Street
Curwensville, PA 16833

165 NSE 1 B0BC 72 03/17/09
GILLEN RETURN TO SENDER

MOVED LEFT NO ADDRESS
UNABLE TO FORWARD

RC: 07092231376 40320-00749-13-40

16533105122952

THANK YOU FOR USING RETURN RECEIPT SERVICE

**RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION**

1. Article Addressed to:	
Randy L. Gillen aka Randy Gillen 438 Hill Street Cunwenville, PA 16833	
2. Article Number:	
7160 3901 3646 1566 0141	
3. Service Type: CERTIFIED MAIL	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
5. Signature:	
6. Reference Information:	
7. Thank you for using Return Receipt Service	

C

D

E

F

G

H

I

J

K

L

M

N

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-
CF1,

CIVIL DIVISION

NO.: 08-266-CD

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen
Defendants.

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Randy L. Gillen aka Randy Gillen
438 Hill Street
Curwensville, PA 16833

Certified Article Number

7160 3901 9848 1566 0141

SENDERS RECORD

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at Clearfield County Sheriff's Office, 1 North 2nd Street, Suite 116, Clearfield, PA on June 5, 2009 at 10:00am prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

725 Hill Street, Curwensville, PA, 16833

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 08-266-CD

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS- : NO.: 08-266-CD
THROUGH CERTIFICATES, SERIES 2005- :
CF1,

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen

Defendants.

**NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

Kathy J. Gillen aka Kathy Gillen
438 Hill Street
Curwensville, PA 16833

Certified Article Number

7160 3901 9848 1566 0134

SENDER'S RECORD

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at Clearfield County Sheriff's Office, 1 North 2nd Street, Suite 116, Clearfield, PA on June 5, 2009 at 10:00am prevailing local time.

THE PROPERTY TO BE SOLD is delineated in detail in a legal description consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land.

(SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A").

The LOCATION of your property to be sold is:

725 Hill Street, Curwensville, PA, 16833

The JUDGMENT under or pursuant to which your property is being sold is docketed to:

No. 08-266-CD

Zucker, Goldberg & Ackerman, LLC
FCP-97199

EXHIBIT “D”

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. BANK NATIONAL ASSOCIATION, AS : CIVIL DIVISION
TRUSTEE, ON BEHALF OF THE HOLDERS :
OF THE CSFB MORTGAGE PASS-THROUGH : NO.: 08-266-CD
CERTIFICATES, SERIES 2005-CF1, :

Plaintiff, :

vs. :

Randy L. Gillen aka Randy Gillen; Kathy J. :
Gillen a\k\ a Kathy Gillen

Defendant.

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF DAUPHIN

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Scott A. Dietterick, Esquire, attorney for and authorized representative of Plaintiff, who being duly sworn according to law, deposes and says that Plaintiff, or counsel for Plaintiff, conducted an investigation to determine the whereabouts of Defendant(s), which included, but was not limited to searches of the following records:

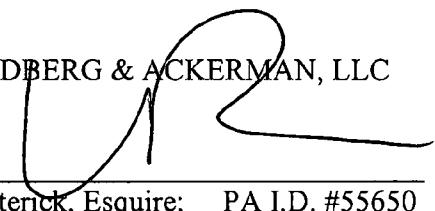
(X) Records of the U.S. Postmaster with results of same attached to the foregoing Motion.

- (X) Internet Person Locator Records.
- (X) Voter Registration Records.
- (X) Records of the County Recorder of Deeds and Prothonotary.
- (X) Credit Report Agency.
- (X) Telephone Directory.

Finally, Affidavit deposes and says that if Defendant(s) is/are not located at the address uncovered by this investigation, the whereabouts of Defendant(s) is/are unknown to Plaintiff.

ZUCKER, GOLDBERG & ACKERMAN, LLC

Dated: May 1, 2009

By: 

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire PA I.D. #202729
Atty File No.: FCP-97199

Sworn to and subscribed before me this

14 day of May, 2009.

Michelle
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELLE ELLIOTT NOTARY PUBLIC
DERRY TOWNSHIP DAUPHIN COUNTY
MY COMMISSION EXPIRES JUNE 9, 2011

AutoTrackXP®

Logged In: ALISSA WAL/

[Home](#) | [Results Manager](#) | [Search Catalog](#) | [Training](#) | [Help](#) | [My Account](#)


National Comprehensive Report Plus Associates

[Visualize This Report](#) [Printer](#)

01/17/2008 - 2:29PM - Reference: 97199

Subject

KATHY GILLEN

SSN 165-48-XXXX issued in Pennsylvania between 1971 and 1973
 DOB 10/XX/1958

User Supplied Information

Last Name: GILLEN
 First Name: KATHY
 SSN: 165-48-8424
 Address 1: 438 HILL STREET
 CURWENSVILLE, PA 16833

Sections Available in Report

Click on links to see detail

Subject	1 Record
Possible AKAs for Subject	12 Records
Possible Other Social Security Numbers Associated with Subject	2 Records
Possible Other Records and Names Associated with Social Security Numbers	1 Record
Possible Addresses Associated with Subject	10 Records
Phone Listings for Subject's Addresses	5 Records
Possible Real Property Ownership and Deed Transfers	2 Records
Possible Property Owners of Subject's Addresses	1 Record
Possible Vehicles Registered at Subject's Addresses	0 Records
Possible Real-Time Vehicle Registrations	0 Records
Possible Business Affiliations (includes Officer Name Match)	0 Records
Possible Relatives	7 Records
Other People Who Have Used the Same Address of the Subject	9 Records
Neighbor Listings for Subject's Addresses	92 Records

Possible AKAs for Subject(12 Records) [Top](#)

Name	SSN	Date Of Birth
COLLINS, KATHRYN J		
GILLEN, KATHRYN J	165-48-XXXX	
COLLINS, KATHY J	165-48-XXXX	
KATHY, GILLEN		
KATHRYN, GILLEN	165-48-XXXX	
GILLAN, KATHY	165-48-XXXX	
KATHY, J GILLEN	165-48-XXXX	
GILLEN, KATHY J	165-48-XXXX	1958
GLLEN, KATHY	165-48-XXXX	
COLLINS, KATHRYN	165-48-XXXX	
GILLEN, KATHRYN	165-48-XXXX	
COLLINS, KATHY		

Possible Other Social Security Numbers Associated with Subject(2 Records) [Top](#)

Name	SSN	Date Of Birth
GILLEN, KATHY J	995-48-XXXX	10/XX/1958
GILLEN, KATHY J	193-48-XXXX	10/XX/1958

Possible Other Records and Names Associated with Social Security Numbers(1 Record) [Top](#)

Name	SSN	Date Of Birth
COLLINS, MARTIN K	193-48-XXXX	04/XX/1956

Possible Addresses Associated with Subject(10 Records) [Top](#)

Show Names at Each Address		Source	Source Reported Dates
Date Range	Address/Phone		
05/2002 - 05/2006	438 HILL ST CURWENSVILLE, PA 16833 236-2016	Phone Listing Consumer Bureau 2 Consumer Bureau 1 Consumer Bureau 3	05/2006 - 05/2006 05/2002 - 04/2006 10/2005 - 10/2005 08/2002 - 08/2002
03/2006 - 03/2006	225 HILL ST CURWENSVILLE, PA 16833 (814) 236-2016	Consumer Bureau 2	03/2006 - 03/2006
09/1989 - 07/2003	725 HILL ST CURWENSVILLE, PA 16833 (814) 236-2016	Consumer Bureau 2 Composite Info Consumer Bureau 1 Consumer Bureau 3	09/1989 - 07/2003 07/2000 - 06/2002 05/1993 - 08/1997 10/1995 - 10/1995
09/1994 - 07/2001	528 STATE ST CURWENSVILLE, PA 16833	Composite Info Consumer Bureau 2 Consumer Bureau 1 Consumer Bureau 3	07/2001 - 07/2001 09/1994 - 10/1995 09/1994 - 09/1994 09/1994 - 09/1994
02/2001 - 02/2001	PO BOX 29 CURWENSVILLE, PA 16833	Consumer Bureau 1	02/2001 - 02/2001
06/1995 - 07/2000	107 BIGLER RD CLEARFIELD, PA 16830	Composite Info Consumer Bureau 2	07/2000 - 07/2000 08/1995 - 08/1995

AutoTrackXP®

Logged In: ALISSA WAL/

[Home](#) | [Results Manager](#) | [Search Catalog](#) | [Training](#) | [Help](#) | [My Account](#)


National Comprehensive Report Plus Associates

[Visualize This Report](#) [Printer](#)

01/17/2008 - 2:28PM - Reference: 97199

Subject

RANDY GILLEN

SSN 200-52-XXXX issued in Pennsylvania between 1974 and 1975
 DOB 10/XX/1958

User Supplied Information

Last Name: GILLEN
 First Name: RANDY
 SSN: 200-52-2556
 Address 1: 438 HILL STREET
 CURWENSVILLE, PA 16833

Sections Available in Report

Click on links to see detail

Subject	1 Record
Possible AKAs for Subject	6 Records
Possible Other Social Security Numbers Associated with Subject	4 Records
Possible Other Records and Names Associated with Social Security Numbers	6 Records
Possible Addresses Associated with Subject	11 Records
Phone Listings for Subject's Addresses	8 Records
Possible Real Property Ownership and Deed Transfers	2 Records
Possible Property Owners of Subject's Addresses	1 Record
Possible Real-Time Vehicle Registrations	0 Records
Possible Bankruptcies, Liens and Judgments	1 Record
Possible Business Affiliations (includes Officer Name Match)	0 Records
Possible Relatives	9 Records
Other People Who Have Used the Same Address of the Subject	11 Records
Possible Licensed Drivers At Subject's Addresses	0 Records
Neighbor Listings for Subject's Addresses	100 Records

Possible AKAs for Subject(6 Records) [Top](#)

Name	SSN	Date Of Birth
GILEON, RANDY L	179-70-XXXX	
GILLEN, RANDY LYN	200-52-XXXX	
GILLEN, DAV	200-52-XXXX	
GILLEN, RANDYL		
GILLAN, RANDY	200-52-XXXX	
GILLEN, RANDY L	200-52-XXXX	1958

Possible Other Social Security Numbers Associated with Subject(4 Records) [Top](#)

Name	SSN	Date Of Birth
GILLEN, RANDY LYN	179-70-XXXX	10/XX/1958
GILLEN, RANDY LYN	300-52-XXXX	10/XX/1958
GILLEN, RANDY LYN	200-52-XXXX	10/XX/1958
GILEON, RANDY L	179-70-XXXX	

Possible Other Records and Names Associated with Social Security Numbers(6 Records) [Top](#)

Name	SSN	Date Of Birth
DICKEY, CAREN	179-70-XXXX	
BRIONES, CARMEN G	300-52-XXXX	03/1959
ORFILA, ARLENE Y	300-52-XXXX	
SHELL, HOWARD	200-52-XXXX	
HEROLD, HENRY J	200-52-XXXX	
GILLEN, CAREN	200-52-XXXX	

Possible Addresses Associated with Subject(11 Records) [Top](#)

Show Names at Each Address

Date Range	Address/Phone	Source	Source Reported Dates
03/2007 - 03/2007	113 MAIN ST 2 BROOKVILLE, PA 15825	Consumer Bureau 3	03/2007 - 03/2007
11/2005 - 10/2006	315 WEAVER ST CLEARFIELD, PA 16830	Consumer Bureau 1 Consumer Bureau 3	10/2006 - 10/2006 11/2005 - 11/2005
06/2001 - 10/2006	438 HILL ST CURWENSVILLE, PA 16833 (814) 236-2016	Consumer Bureau 1 Consumer Bureau 2 Consumer Bureau 3	10/2005 - 10/2006 06/2001 - 03/2006 08/2002 - 08/2002
08/2005 - 03/2006	225 HILL ST CURWENSVILLE, PA 16833 (814) 236-2016	Consumer Bureau 2 Consumer Bureau 1	03/2006 - 03/2006 08/2005 - 08/2005
03/2005 - 03/2005	119 NICHOLS ST CLEARFIELD, PA 16830	Consumer Bureau 3	03/2005 - 03/2005
01/1996 - 12/2003	725 HILL ST CURWENSVILLE, PA 16833 (814) 236-2016	Consumer Bureau 3 Consumer Bureau 2 Composite Info Consumer Bureau 1	02/1996 - 12/2003 01/1996 - 06/2001 02/1997 - 02/1997 02/1996 - 02/1996

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1, :
Docket No.: 08-266-CD
Plaintiff, : Execution No.:
vs. :
Randy L. Gillen aka Randy Gillen; Kathy J. :
Gillen a\k\ a Kathy Gillen :
Defendants. :
MAY 08 2009
100

5 FILED ICC Atty
MAY 11 2009
MAY 08 2009
William A. Shaw
Prothonotary/Clerk of Courts

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

U.S. Bank National Association, as trustee, on behalf of the holders of the CSFB Mortgage Pass-Through Certificates, Series 2005-CF1, Plaintiff in the above action, sets forth as of the date the Praeclipe for Writ of Execution was filed the following information concerning the real property located at 725 Hill Street, Curwensville, PA 16833.

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

KATHY J. GILLEN AND RANDY GILLEN, H\W
438 Hill Street
Curwensville, PA 16833

2. Name and Address of Defendant(s) in the Judgment:

RANDY L. GILLEN AKA RANDY GILLEN
438 Hill Street
Curwensville, PA 16833

KATHY J. GILLEN A\K\ A KATHY GILLEN
438 Hill Street
Curwensville, PA 16833

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE HOLDERS
OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-CF1
Plaintiff

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE
HOLDERS OF THE CSFB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES
2005-CF1
Plaintiff

NATIONAL CITY BANK
180 East 5th Street
St. Paul, MN 55101

OPTION ONE MORTGAGE CORPORATION, A CALIFORNIA CORPORATION
LENDER: 3 ADA,
IRVINE, CA 92618

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

CLEARFIELD COUNTY TAX CLAIM BUREAU
230 East Market Street
Clearfield, PA 16830

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:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF WELFARE
P.O. Box 2675
Harrisburg, PA 17105

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:

CLEARFIELD COUNTY DOMESTIC REALATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

UNKNOWN TENANT OR TENANTS
725 Hill Street
Curwensville, PA 16833

UNKNOWN SPOUSE
438 Hill Street
Curwensville, PA 16833

PA DEPT. OF REVENUE- INHERITANCE TAX DIVISION
Dept. 280601
Harrisburg, PA 17128-0601

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

ZUCKER GOLDBERG & ACKERMAN, LLC

BY:

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA.I.D. #89705
Richard P. Haber, Esquire; PA.I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: FCP-97199
(908) 233-8500; (908) 233-1390 FAX

Dated: May 4, 2009

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF LOT HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO A POST AND PLACE OF BEGINNING. BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS NOW KNOWN AS KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h\w.

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

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE * NO. 08-266-CD
ON BEHALF OF THE HOLDERS OF THE CSFB *
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES *
2005-CF1, *
Plaintiff *
vs. *
RANDY L. GILLEN a/k/a RANDY GILLEN, *
KATHY J. GILLEN a/k/a KATHY GILLEN *
Defendants *

O R D E R

NOW, this 28th day of April, 2009, the Plaintiff is granted leave to serve the
NOTICE OF SHERIFF'S SALE upon the Defendants **RANDY L. GILLEN a/k/a**
RANDY GILLEN and KATHY J. GILLEN a/k/a KATHY GILLEN by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to 725 Hill Street, Curwensville, Pa 16833;
3. By certified mail, return receipt requested to 725 Hill Street,
Curwensville, Pa 16833; and
4. By posting the mortgaged premises known in this herein action as to
725 Hill Street, Curwensville, Pa 16833.

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.

FILED

5 MAY 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

4CC Atty Dieterick

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee,
on behalf of the holders of the CSFB
Mortgage Pass-Through Certificates, Series
2005-CF1,

CIVIL DIVISION

NO.: 08-266-CD

FILED *RE*

AUG 28 2009

8/11/10

William A. Shaw
Prothonotary/Clerk of Courts

1 copy to ATR

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen

Defendants.

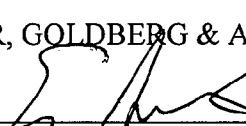
PRAECIPE TO SATISFY JUDGMENT

TO THE PROTHONOTARY:

Please mark the judgment filed at the above-captioned term and number satisfied without
prejudice.

Respectfully submitted:

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: 

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
Attorneys for Plaintiff
FCP-97199/ka
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500; (908) 233-1390 FAX

Dated: August 24, 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20943
NO: 08-266-CD

PLAINTIFF: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE ON BEHALF OF THE HOLDERS OF THE CSFB MORTGAGE PASS

vs.

DEFENDANT: RANDY L. GILLEN A/K/A RANDY GILLEN; KATHY J. GILLEN A/K/A KATHY GILLEN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 3/3/2009

LEVY TAKEN 3/16/2009 @ 9:35 AM

POSTED 3/16/2009 @ 9:35 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 11/20/2009

DATE DEED FILED

PROPERTY ADDRESS 725 HILL STREET A/K/A 438 HILL STREET CURWENSVILLE , PA 16833

FILED
09:10 AM
NOV 20 2009
S
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$216.30

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2009

Chester A. Hawkins

by Cynthia Rife - Auphelda
Chester A. Hawkins
Sheriff

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE ON BEHALF OF THE HOLDERS OF THE CSFB MORTGAGE
vs
PASS
RANDY L. GILLEN A/K/A RANDY GILLEN; KATHY J. GILLEN A/K/A KATHY GILLEN

1 6/1/2009 @ SERVED RANDY L. GILLEN A/K/A RANDY GILLEN

SERVED RANDY L. GILLEN A/K/A RANDY GILLEN, DEFENDANT, REG. & CERT MAIL PER COURT ORDER TO 438 HILL STREET A/K/A 725 HILL STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA CERT

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

2 6/1/2009 @ SERVED KATHY J. GILLEN A/K/A KATHY GILLEN

SERVED KATHY J. GILLEN A/K/A KATHY GILLEN, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 438 HILL STREET A/K/A 725 HILL STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA CERT

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

6/2/2009 @ 10:15 AM SERVED

POSTED 438 HILL STREET, CUREWNSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA PER COURT ORDER FOR RANDY L. GILLEN.

6/2/2009 @ 10:15 AM SERVED

POSTED 438 HILL STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA PER COURT ORDER FOR KATHY J. GILLEN.

@ SERVED

NOW, MAY 8, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 5, 2009 TO AUGUST 7, 2009.

@ SERVED

NOW JULY 6, 2009 RECEIVED A FAX LETTER TO STAY THE SHERIFF SALE SCHEDULED FOR AUGUST 7, 2009 DUE TO A CHARGE OFF.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage
Pass-Through Certificates, Series 2005-CF1,

: Docket No.: 08-266-CD

: Execution No.:

Plaintiff,

vs.

Randy L. Gillen aka Randy Gillen; Kathy J.
Gillen aka Kathy Gillen

Defendants.

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

AMOUNT DUE	\$64,667.49
INTEREST from 07/11/2008 to date of sale	\$4,649.40
Total	\$69,316.89
(Costs to be added)	plus costs to be added
	155.00 Prothonotary costs

Prothonotary:

By: Willie Shazo

Clerk

Date: 3/21/09

Received this writ this 3rd day
of March A.D. 2009
At 10:00 A.M./P.M.

Chester A. Henkels
Sheriff by Cynthia Bitter-Clayhenge

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF GROUND SITUATE, LYING AND BEING IN THE BOROUGH OF CURWENSVILLE, COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA, MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON HILL STREET AND CORNER OF 15 FOOT ALLEY, AND BEING THE SOUTHWEST CORNER OF LOT HEREBY CONVEYED; THENCE ALONG HILL STREET NORTH 63 DEGREES, 30 MINUTES EAST 50 FEET TO A POST AND CORNER OF LOT CONVEYED TO ROY BLOOM; THENCE ALONG SAID LOT SOUTH 26 DEGREES, 30 MINUTES EAST, 180 FEET TO POST ON ALLEY AT REAR OF LOT; THENCE ALONG SAID ALLEY SOUTH 63 DEGREES, 30 MINUTES WEST, 50 FEET TO POST AND CORNER OF FIRST ABOVE NAMED ALLEY; THENCE ALONG SAID ALLEY NORTH 26 DEGREES, 30 MINUTES WEST, 180 FEET TO A POST AND PLACE OF BEGINNING. BEING A LOT FRONTING 50 FEET ON HILL STREET AND EXTENDING BACK 180 FEET TO AN ALLEY, AND BEING LOT NO. 217 IN THE PLAN OF LOTS OF SOUTH CURWENSVILLE.

Tax Parcel I.D.: 6.2 H10-294-00067

Address: 725 Hill Street, Curwensville, PA 16833.

BEING the same premises which KATHY J. COLLINS NOW KNOWN AS KATHY J. GILLEN, by Deed dated September 12, 2000 and recorded September 14, 2000 in and for Clearfield County, Pennsylvania, in Deed Book Volume , Page Instrument #200013655, granted and conveyed unto Kathy J. Gillen and Randy Gillen, h\w.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RANDY L. GILLEN A/K/A RANDY GILLEN

NO. 08-266-CD

NOW, November 19, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Randy L. Gillen A/K/A Randy Gillen; Kathy J. Gillen A/K/A Kathy Gillen 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	6.60
LEVY	15.00
MILEAGE	6.60
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	18.10
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$216.30

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	64,667.49
INTEREST @	0.00
FROM 07/11/2008 TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	4,649.40
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$69,356.89

COSTS:

ADVERTISING	409.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	216.30
LEGAL JOURNAL COSTS	297.00
PROTHONOTARY	155.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$1,077.30

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

SALES
Receipts & Disbursements

File 20943				Current balance:	\$0.00	
Date	Deposit #	Check #	Vendor	Category	Received	Disbursed
03/13/09	0903131	1878	ZUCKER, GOLDBERG & ACKE	Atty Deposit	\$2,500.00	
06/08/09		43230	The Progress	PROG ADV		\$409.00
06/08/09		43231	Clearfield County Legal Journal	LEGAL J ADV		\$297.00
11/19/09		44217	CAROL FOX	Sheriff Fees		\$216.30
11/19/09		44218	ZUCKER, GOLDBERG & ACKE	Atty Refund		\$1,577.70
					\$2,500.00	\$2,500.00

ZUCKER, GOLDBERG & ACKERMAN, LLC
ATTORNEYS AT LAW

LEONARD B. ZUCKER
 MICHAEL S. ACKERMAN
 JOEL ACKERMAN*

RICHARD P. HABER §
 FRANCES GAMBARDELLA
 BRIAN C. NICHOLAS •
 STEVEN D. KROL
 ERIC SANTOS ■
 ANTHONY J. RISALVATO o
 CHRISTOPHER G. FORD
 ERIC R. PARKER o
 JANET V. KEYMETIAN oo

• ALSO MEMBER OF NY, PA AND CA BAR
 § ALSO MEMBER OF PA BAR
 • ALSO MEMBER OF NY AND NJ BAR
 ■ ALSO MEMBER OF NY AND PA BAR
 o ALSO MEMBER OF NY BAR
 oo ALSO MEMBER OF MA AND ND BAR
 oo MEMBER OF PA BAR ONLY

200 SHEFFIELD STREET- SUITE 301
 P.O. BOX 1024
 MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
 FACSIMILE: 908-233-1390
 E-MAIL: office@zuckergoldberg.com

For payoff/reinstatement figures
 Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
 AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)
 LOUIS D. GOLDBERG (1923-1967)
 LEONARD H. GOLDBERG (1929-1979)
 BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
 P.O. Box 650
 Hershey, PA 17033

OF COUNSEL:

SCOTT A. DIETTERICK, ESQ. ♦
 KIMBERLY A. BONNER, ESQ. ♦

FCP-97199

May 8, 2009

Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County
 ATTN: REAL ESTATE DEPT.
 Clearfield County Courthouse
 230 East Market Street
 Clearfield, PA 16830

**Re: U.S. Bank National Association, as trustee,
 on behalf of the holders of the CSFB
 Mortgage Pass-Through Certificates, Series
 2005-CF1**

vs. Randy L. Gillen aka Randy Gillen

**Premises: 725 Hill Street
 Curwensville, PA 16833**

Docket No.: 08-266-CD

Sheriff Sale #:

Dear Sir/Madam:

Please continue the sheriff sale set for **June 5, 2009 to August 7, 2009** sheriff sale.
 Please announce this continuance at the June 5, 2009 sheriff sale.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ZUCKER GOLDBERG & ACKERMAN, LLC

By: *Kelly Quinn*
 Foreclosure Sales Specialist
 (908) 233-8500 x 151

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

FRANCES GAMBARDELLA
BRIAN C. NICHOLAS •
STEVEN D. KROL
ERIC SANTOS •
ANTHONY J. RISALVATO •
CHRISTOPHER G. FORD
ERIC R. PARKER •
JANET V. KEYMETIAN •
DENISE CARLON •

- ALSO MEMBER OF NY, PA AND CA BAR
- ALSO MEMBER OF NY AND MD BAR
- ALSO MEMBER OF NY AND PA BAR
- ALSO MEMBER OF NY BAR
- ALSO MEMBER OF MA AND ND BAR
- MEMBER OF PA BAR ONLY

ZUCKER, GOLDBERG & ACKERMAN, LLC
ATTORNEYS AT LAW

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com

For payoff/reinstatement figures
Please send your request to: zuckergoldberg.com/pr

REPLY TO NEW JERSEY ADDRESS

FOUNDED IN 1923
AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)
LOUIS D. GOLDBERG (1923-1967)
LEONARD H. GOLDBERG (1929-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Hershey, PA 17033

OF COUNSEL:

SCOTT A. DIETTERICK, ESQ. ♦
KIMBERLY A. BONNER, ESQ. ♦
JAIME R. ACKERMAN, ESQ.

FCP-97199

July 6, 2009

Via Fax & Regular Mail
Fax no.: 814-765-5915

Office of the Sheriff of Clearfield County
ATTN: REAL ESTATE DEPT.
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: U.S. Bank National Association, as trustee, on
behalf of the holders of the CSFB Mortgage Pass-
Through Certificates, Series 2005-CF1
vs. Kathy J. Gillen and Randy Gillen, h/w
Premises: 725 Hill Street
Curwensville, PA 16833
Docket No.: 08-266-CD
Sheriff #:

Dear Sir/Madam:

Please consider this correspondence a formal request to stay the Sheriff's sale scheduled for
08/07/2009. The reason for the stay is due to a CHARGED OFF. No funds have been received.

Should you have any questions, please do not hesitate to contact me.

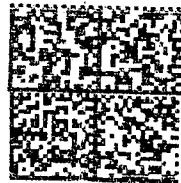
Sincerely,

ZUCKER GOLDBERG & ACKERMAN

By: *Marina Alvarado*
Foreclosure Sales Specialist
(908) 233-8500 x 370

**CHESTER A. HAWKINS
SHERIFF**

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



Häger

016H16505405

\$00.610

06/09/2009

Mailed From 16830
US POSTAGE

RANDY L. GILLEN A/K/A RANDY
GILLEN

725 HIL
438 HIL
CURWI

165 N7E 1 BOBC 00 06/11/09
RETURN TO SENDER
GILLEN MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER
BC: 16800247201 *1179-18054-09-99

16830@2472

bulb bulb

**CHESTER A. HAWKINS
SHERIFF**

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



016H16505405

\$ 00.6 10
06/09/2009

Mailed From 16830
US POSTAGE

KATHY A. GILLEN A/K/A KATHY GILLEN
725 HILL STREET A/K/A 438 HILL STREET

THE FIVE
CURWENS

GILL725* 165 NSE 1 8080 02 08/11/09
RETURN TO SENDER
GILLEN MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER
BC: 16830247201 *2343-02001-09-39

1693093473

1. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 8010 8011 8012 8013 8014 8015 8016 8017 8018 8019 8020 8021 8022 8023 8024 8025 8026 8027 8028 8029 8030 8031 8032 8033 8034 8035 8036 8037 8038 8039 8040 8041 8042 8043 8044 8045 8046 8047 8048 8049 8050 8051 8052 8053 8054 8055 8056 8057 8058 8059 8060 8061 8062 8063 8064 8065 8066 8067 8068 8069 8070 8071 8072 8073 8074 8075 8076 8077 8078 8079 8080 8081 8082 8083 8084 8085 8086 8087 8088 8089 8090 8091 8092 8093 8094 8095 8096 8097 8098 8099 80100 80101 80102 80103 80104 80105 80106 80107 80108 80109 80110 80111 80112 80113 80114 80115 80116 80117 80118 80119 80120 80121 80122 80123 80124 80125 80126 80127 80128 80129 80130 80131 80132 80133 80134 80135 80136 80137 80138 80139 80140 80141 80142 80143 80144 80145 80146 80147 80148 80149 80150 80151 80152 80153 80154 80155 80156 80157 80158 80159 80160 80161 80162 80163 80164 80165 80166 80167 80168 80169 80170 80171 80172 80173 80174 80175 80176 80177 80178 80179 80180 80181 80182 80183 80184 80185 80186 80187 80188 80189 80190 80191 80192 80193 80194 80195 80196 80197 80198 80199 80200 80201 80202 80203 80204 80205 80206 80207 80208 80209 80210 80211 80212 80213 80214 80215 80216 80217 80218 80219 80220 80221 80222 80223 80224 80225 80226 80227 80228 80229 80230 80231 80232 80233 80234 80235 80236 80237 80238 80239 80240 80241 80242 80243 80244 80245 80246 80247 80248 80249 80250 80251 80252 80253 80254 80255 80256 80257 80258 80259 80260 80261 80262 80263 80264 80265 80266 80267 80268 80269 80270 80271 80272 80273 80274 80275 80276 80277 80278 80279 80280 80281 80282 80283 80284 80285 80286 80287 80288 80289 80290 80291 80292 80293 80294 80295 80296 80297 80298 80299 80300 80301 80302 80303 80304 80305 80306 80307 80308 80309 80310 80311 80312 80313 80314 80315 80316 80317 80318 80319 80320 80321 80322 80323 80324 80325 80326 80327 80328 80329 80330 80331 80332 80333 80334 80335 80336 80337 80338 80339 80340 80341 80342 80343 80344 80345 80346 80347 80348 80349 80350 80351 80352 80353 80354 80355 80356 80357 80358 80359 80360 80361 80362 80363 80364 80365 80366 80367 80368 80369 80370 80371 80372 80373 80374 80375 80376 80377 80378 80379 80380 80381 80382 80383 80384 80385 80386 80387 80388 80389 80390 80391 80392 80393 80394 80395 80396 80397 80398 80399 80400 80401 80402 80403 80404 80405 80406 80407 80408 80409 80410 80411 80412 80413 80414 80415 80416 80417 80418 80419 80420 80421 80422 80423 80424 80425 80426 80427 80428 80429 80430 80431 80432 80433 80434 80435 80436 80437 80438 80439 80440 80441 80442 80443 80444 80445 80446 80447 80448 80449 80450 80451 80452 80453 80454 80455 80456 80457 80458 80459 80460 80461 80462 80463 80464 80465 80466 80467 80468 80469 80470 80471 80472 80473 80474 80475 80476 80477 80478 80479 80480 80481 80482 80483 80484 80485 80486 80487 80488 <u

**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:

RANDY L. GILLEN A/K/A RANDY GILLEN
725 HILL STREET A/K/A
438 HILL STREET
CURWENSVILLE, PA 16833

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**2. Article Number***(Transfer from service label)*

7008 3230 0003 3590 7235

PS Form 3811, February 2004

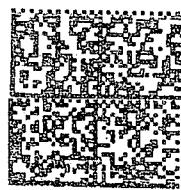
Domestic Return Receipt

102595-02-M-1540

**CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
41-NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830**



7008 3230 0003 3590 7235



016H16505405

\$05.710

06/09/2009

Mailed From 16830
US POSTAGE

ପାତ୍ର

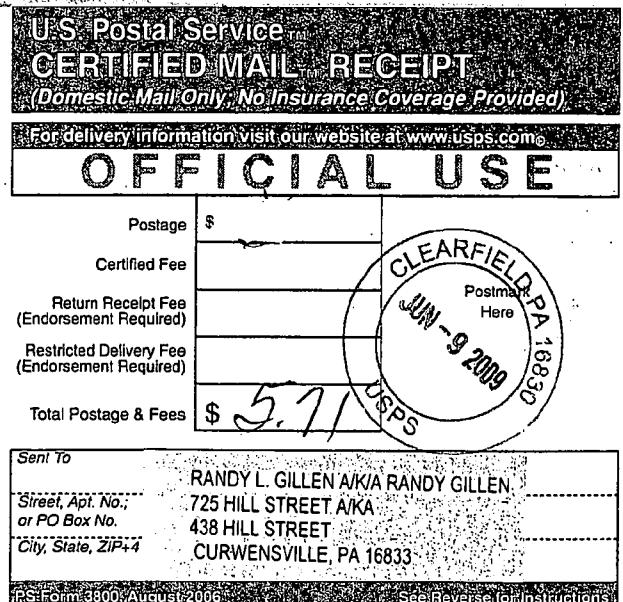
RANDY L. GILLEN A/K/A RANDY
GILLEN

725 HIL
438 HIL
CURW

725 HIL
438 HIL
CURW

RETURN TO SENDER
GILLEN
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER
BC: 16890247201 *0598-01060-11-29

16830@2472



**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:

KATHY A. GILLEN A/K/A KATHY GILLEN
725 HILL STREET A/K/A 438 HILL STREET
CURWENSVILLE, PA 16833

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**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number**

(Transfer from service label)

7008 3230 0003 3590 7228

PS Form 3811, February 2004

Domestic Return Receipt

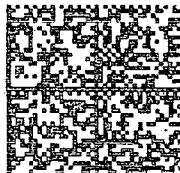
102595-02-M-1540



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830



7008 3230 0003 3590 7228



Hasler

016H16505405

\$05.710

06/12/2009

Mailed From, 16830
US POSTAGE

KATHY A. GILLEN A/K/A KATHY GILLEN
725 HILL STREET A/K/A 438 HILL STREET
CURWENSVILLE PA 16833

GILL725 168334017 1B08 04 05/16/09
RETURN TO SENDER

GILLEN
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER

Rec 6/18/09

7228
3590
0003
3230
0008

U.S. Postal Service™ CERTIFIED MAIL - RECEIPT <i>(Domestic Mail Only. No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com ®		
CURWENSVILLE PA 16833		
OFFICIAL USE		
Postage	\$ 50.61	0830
Certified Fee	\$2.80	07
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 57.71	06/12/2009
Sent To		
Street, Apt. No. or PO Box No.	KATHY A. GILLEN A/K/A KATHY GILLEN	
City, State, ZIP	725 HILL STREET A/K/A 438 HILL STREET CURWENSVILLE PA 16833	
PS Form 13800, August 2005		See Reverse for Instructions