

08-877-CD
Bank of NY vs Tammy L. Kawa

SHAPIRO & DENARDO, LLC
BY: CHRISTOPHER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447
DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

VS.

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651
DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

COMPLAINT - CIVIL ACTION
MORTGAGE FORECLOSURE

NOTICE

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

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

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

FILED Atty. pd. 95.00
MAY 12 2008
William A. Shaw
Prothonotary/Clerk of Courts
JCC Sheriff

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW
FIRM IS DEEMED TO BE A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTICIA

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

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

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VS.

Tammy L. Kawa
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Houtzdale, PA 16651
DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, The Bank of New York, as Trustee for the registered holders of ABFS
Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3, the address of
which is, 12650 Ingenuity Drive Orlando, Florida 32826, brings this action of mortgage
foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:
Mortgagee: Home American Credit Inc. d/b/a Upland Mtg
Mortgagor(s): Tammy L. Kawa
- (b) Date of Mortgage: August 12, 2002
- (c) Place and Date of Record of Mortgage:
Recorder of Deeds
Clearfield County
Instrument #200413372
Date: August 16, 2004

The Mortgage is a matter of public record and is incorporated herein as provided
by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached
hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments:

Assignor: Home American Credit Inc. d/b/a Upland Mtg

Assignee: The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3

Date of Assignment: As Recorded

Recording Date: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 1113 Kendrick Road, Houtzdale, Pa 16651 and is more specifically described as attached as part of Exhibit "A":
4. Each Mortgagor named in paragraph 1 executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached and marked as Exhibit "B."
5. The name and mailing address of each Defendant is:
Tammy L. Kawa, 1113 Kendrick Road, Houtzdale, PA 16651
6. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
7. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of January 20, 2008 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
8. The following amounts are due as of April 30, 2008:


Principal of Mortgage debt due and unpaid	\$53,997.42
Interest currently due and owing at 11.59% per annum calculated from December 20, 2007 at \$17.15 each day	\$2,280.95
Late Charge of \$63.93 per month assessed on the 16th of each month from January 30, 2008 to April 30, 2008, (4 Months)	\$255.72
Accrued Late Charges	\$1,362.60
Appraisal Fees	\$111.00
NSF Check Fee	\$145.00
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$2,699.87
<u>TOTAL</u>	\$61,102.56

9. Interest accrues at a per diem rate of 17.15 each day after April 30, 2008, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.
10. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
11. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "C".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant, in the amount set forth in paragraphs 8 and 9, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & DENARDO, LLC

Date: 01/09/08

BY: 
Attorneys for Plaintiff

S & K File No. 08-032878

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

PROFESSIONAL ABSTRACT & ASSURANCE CORP
4600 STREET RD
TREVOSE, PA 19053

Instrument Number - 200413372

Recorded On 8/16/2004 At 2:35:20 PM

*** Instrument Type - MORTGAGE**

*** Total Pages - 18**

Invoice Number - 116005

*** Mortgagor - KAWA, TAMMY L**

*** Mortgagee - HOMEAMERICAN CREDIT INC**

*** Customer - PROFESSIONAL ABSTRACT & ASSURANCE CORP**

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$39.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$54.50

**I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.**



Karen L. Starck
Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

*** - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.**

Exhibit "A"

PA 61341

RECORD AND RETURN TO
PROFESSIONAL ABSTRACT &
ASSURANCE CORP.
4600 STREET RD.
TREVOSE, PA 19053

Prepared By:

Phyllicia Moore
111 Presidential Blvd., Ste. 114
Bala Cynwyd, PA 19004

Return To:

HomeAmerican Credit Inc DBA Upland
Mtg
111 Presidential Blvd.
Ste. 114
Bala Cynwyd, PA 19004

Parcel Number:
130M1440616

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated August 12, 2002 together with all Riders to this document.

(B) "Borrower" is TAMMY L. KAWA

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is HomeAmerican Credit Inc DBA Upland Mtg

Lender is a Corporation

PENNSYLVANIA - Single Family

UP6(PA) (0106) 01

Page 1 of 16

Initials: 

VMP MORTGAGE FORMS - (800) 521-7291

Form 50130 1/01

LEGAL DESCRIPTION

ALL that certain lot or piece of land, situate in the Town of Loraine, in Woodward Township, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

On the north by Pine Street; on the east by Fourth Street; on the south by Otter Alley; and on the west by lands now or formerly of William Atkins, et al, being known in the plan of lots of said Town of Loraine as Lot No. 112, fronting fifty (50') feet on Pine Street and extending back along Fourth Street one hundred fifty (150') feet, and having thereon erected a frame cottage building and a private garage.

This conveyance is made subject to all exceptions and reservations as contained in prior deeds in this chain of title.

organized and existing under the laws of PA

Lender's address is 111 Presidential Blvd., Ste. 114, Bala Cynwyd, PA 19004

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated August 12, 2002

The Note states that Borrower owes Lender Fifty Nine Thousand Six Hundred And Zero/100

Dollars

(U.S. \$ 59,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 20, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

TAX PARCEL: 130M1440616

which currently has the address of 1113 KENDRICK ROAD

HOUTZDALE

[Street]
[City], Pennsylvania 16651-9628 [Zip Code]

("Property Address"):

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

Initials JRL

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

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

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

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

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

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) amounts due Lender under Section 3 of this Security Instrument; (b) interest due under the Note; (c) any fees, charges, or any amounts other than principal, due under the Note; (d) any other amounts due under this Security Instrument; and (e) to reduce the principal balance of the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

JRK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

  (Seal)
TAMMY L. KAWA Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, Charles W. Morrone, do hereby certify that
the correct address of the within-named Mortgagee is 111 Presidential Blvd., Ste. 114,
Bala Cynwyd, PA 19004
Witness my hand this 12th day of August, 2002

Charles W. Morrone
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

Classfield County ss:

On this, the 12th day of August, 2002, before me, the
undersigned officer, personally appeared TAMMY L. KAWA

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

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

NOTARIAL SEAL
CHARLES W. MORRONE, Notary Public
Trevose, Bucks County
My Commission Expires October 5, 2006

Charles W. Morrone
Title of Officer

NOTE

Loan ID# 1300874325

Borrower(s): TAMMY L. KAWA

August 12, 2002

[Date]

HOUTZDALE

[City]

Pennsylvania

[State]

1113 KENDRICK ROAD, HOUTZDALE, PENNSYLVANIA 16651-9628

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 59,600.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is HomeAmerican Credit Inc DBA Upland Mtg.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.590%.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 20th day of each month beginning on September 20, 2002

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date. If, on 08/20/2022, I still owe amounts under this Note, I will pay those amounts, in full, on that date.

I will make my monthly payments at One Presidential Boulevard, Suite 411, Bala Cynwyd, PA 19004 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ \$639.30

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

1300874325

PENNSYLVANIA FIXED RATE NOTE - Single Family - With Prepayment Penalty

Page 1 of 4

P105NPA (0105)

VMP MORTGAGE FORMS - (800)521-7281

Initials: 

Exhibit "B"

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. APPLICABLE LAW

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

11. UNIFORM SECURED NOTE

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

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

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

12. OTHER CHARGES**A. NSF Charge**

If I make a payment under this Note by check, negotiable instrument or other means and the payment is returned to the Note Holder unpaid, I agree to pay the Note Holder a charge for not sufficient funds (NSF charge) in the maximum amount permitted by applicable law.

B. Administrative Charges

Except as limited by applicable law, I agree to pay the Note Holder any administrative charge that the Note Holder may impose in connection with (1) my failure to comply with the terms and conditions of this Note and (2) the release or satisfaction of any mortgage, financing statement or other security instrument appearing on the public record which relates to my obligations under this Note.

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

LOAN ID#

1300874325

Tammy L. Kawa
TAMMY L. KAWA (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

1300874325



OCWEN Loan Servicing, LLC
12650 Ingenuity Drive
Orlando, Florida 32826

08-032878

WWW.OCWEN.COM

March 21, 2008

VIA First Class Mail
VIA Certified Mail (return receipt requested)
Certified Number: 71069017515120673126
Reference Code: 0712

Tammy L. Kawa

1113 Kendrick Road
Houtzdale, PA 16651-0000

Loan Number: 34563809
Property Address: 1113 Kendrick Road , Houtzdale, PA 16651-0000

PLEASE SEE THE ENCLOSED DOCUMENT

Exhibit "C"

DACT91.11

This communication is from a debt collector attempting to collect a debt;
any information obtained will be used for that purpose.



OCWEN Loan Servicing, Inc.
12650 Ingenuity Drive
Orlando, Florida 32826

WWW.OCWEN.COM

APPENDIX A

March 21, 2008

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Tammy L. Kawa

PROPERTY ADDRESS: 1113 Kendrick Road
Houtzdale, PA 16651-0000

LOAN ACCT. NO.: 34563809
ORIGINAL LENDER: HOMEAMERICAN CREDIT INC DBA UPLAND MORTGAGE
CURRENT LENDER/SERVICER: OCWEN

DACT91.11



OCWEN Loan Servicing, INC.
12650 Ingenuity Drive
Orlando, Florida 32826

WWW.OCWEN.COM

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

**IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES
BEYOND YOUR CONTROL,
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR
MORTGAGE PAYMENTS, AND
IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY
THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

DACT91.11



OCWEN Loan Servicing, Inc.
12650 Ingenuity Drive
Orlando, Florida 32826

WWW.OCWEN.COM

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

NATURE OF THE DEFAULT --The MORTGAGE debt held by the above lender on your property located at: 1113 Kendrick Road , Houtzdale, PA 16651-0000

IS SERIOUSLY IN DEFAULT because:

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

3 payments in the amount of \$ 639.30 from January 20, 2008 through March 21, 2008

DETAIL SUMMARY :

Principal and Interest.....	\$ 1,917.90
Interest Arrearage.....	\$ 0.00
Escrow.....	\$ 0.00
Late Charges.....	\$ 1,554.39
Insufficient Funds Charges.....	\$ 145.00
Fees / Expenses.....	\$ 116.21
Suspense Balance (CREDIT).....	\$ 0.00
Interest Reserve Balance (CREDIT).....	\$ 0.00
TOTAL DUE.....	\$ 3,733.50

HOW TO CURE THE DEFAULT -- You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,733.50, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by Money Gram, Cashier's Check, Certified Check or Money Order made payable and sent to:**

OCWEN
P.O. BOX 6440
CAROL STREAM, IL 60197-6440

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

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

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

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

DACT91.11



OCWEN Loan Servicing, Inc.
12650 Ingenuity Drive
Orlando, Florida 32826

WWW.OCWEN.COM

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

HOW TO CONTACT THE SERVICER:

Name of Servicer: OCWEN
Address: P.O. BOX 24737
WEST PALM BEACH, FL 33416-4737
Phone Number: 800-310-9229
Fax Number: 407-737-6300
Contact: Performing Collections Dept.

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE (3) TIMES IN ANY CALENDAR YEAR.)

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

DACT91.11

VERIFICATION

Ilana Zion, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Second Amended Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

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

SHAPIRO & DENARDO, LLC

BY: Ilana Zion
Ilana Zion, Esquire
Attorney for Plaintiff

Dated: 5/9/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-877-CD

FILED
08:35 PM
MAY 23 2008
William A. Shaw
Prothonotary/Clerk of Courts

THE BANK OF NEW YORK, as Trustee
vs
TAMMY L. KAWA

SERVICE # 1 OF 2

COMPLAINT IN MORGAGE FORECLOSURE

SERVE BY: 06/01/2008

HEARING:

PAGE: 104160

DEFENDANT: TAMMY L. KAWA
ADDRESS: 1113 KENDRICK ROAD
HOUTZDALE, PA 16651

Status per atty try: 1056 Kendrick Rd
Apt 40 A

ALTERNATE ADDRESS

Current Address Houtzdale Pa
P.O. Box 121, Houtzdale, Pa
16651

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, MAY 22, 2008 AT 1:20 AM / PM SERVED THE WITHIN

COMPLAINT IN MORGAGE FORECLOSURE ON TAMMY L. KAWA, DEFENDANT

BY HANDING TO Tammy L. KAWA, Def.

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

ADDRESS SERVED 1 North Second St. Clearfield, Pa
Sheriff Dept. 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORGAGE FORECLOSURE FOR TAMMY L. KAWA

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO TAMMY L. KAWA

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: James Davis
Deputy Signature
James Davis
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-877-CD

THE BANK OF NEW YORK, as Trustee

vs

TAMMY L. KAWA

SERVICE # 2 OF 2

COMPLAINT IN MORGAGE FORECLOSURE

SERVE BY: 06/01/2008

HEARING:

PAGE: 104160

FILED

0 203 p.m. OK

MAY 20 2008

NO CC

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: OCCUPANT
ADDRESS: 1113 KENDRICK ROAD
HOUTZDALE, PA 16651

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: OCCUPANT

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORGAGE FORECLOSURE ON OCCUPANT, DEFENDANT

BY HANDING TO _____ / _____

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

ADDRESS SERVED _____

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORGAGE FORECLOSURE FOR OCCUPANT

AT (ADDRESS) _____

NOW MAY 19, 2008 AT 11:23 (AM) PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO OCCUPANT

REASON UNABLE TO LOCATE House Vacant

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Dominic Morgillo
Deputy Signature

Dominic Morgillo
Print Deputy Name

SHAPIRO & DENARDO, LLC
BY: CHRISTOPHER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447
DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747
LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
PLAINTIFF

VS.

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651
DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

COMPLAINT - CIVIL ACTION
MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

MAY 12 2008

Attest.



William L. Shaw
Prothonotary/
Clerk of Courts

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW
FIRM IS DEEMED TO BE A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTICIA

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

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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

SHAPIRO & DENARDO, LLC

BY: CHRISTOPHER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447

DANIELLE BOYLE-EBERSON, ESQUIRE, ATTORNEY I.D. NO. 81747

LAUREN R. TABAS, ESQ., ATTORNEY I.D. NO. 93337

ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

VS.

Tammy L. Kawa

1113 Kendrick Road

Houtzdale, PA 16651

DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff, The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3, the address of which is, 12650 Ingenuity Drive Orlando, Florida 32826, brings this action of mortgage foreclosure upon the following cause of action:

1. (a) Parties to Mortgage:
Mortgagee: Home American Credit Inc. d/b/a Upland Mtg
Mortgagor(s): Tammy L. Kawa
- (b) Date of Mortgage: August 12, 2002
- (c) Place and Date of Record of Mortgage:
Recorder of Deeds
Clearfield County
Instrument #200413372
Date: August 16, 2004

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments:

Assignor: Home American Credit Inc. d/b/a Upland Mtg

Assignee: The Bank of New York, as Trustee for the registered holders of ABFS
Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3

Date of Assignment: As Recorded

Recording Date: As Recorded

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 1113 Kendrick Road, Houtzdale, Pa 16651 and is more specifically described as attached as part of Exhibit "A":
4. Each Mortgagor named in paragraph 1 executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached and marked as Exhibit "B."
5. The name and mailing address of each Defendant is:
Tammy L. Kawa, 1113 Kendrick Road, Houtzdale, PA 16651
6. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
7. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of January 20, 2008 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.
8. The following amounts are due as of April 30, 2008:

Principal of Mortgage debt due and unpaid	\$53,997.42
Interest currently due and owing at 11.59% per annum calculated from December 20, 2007 at \$17.15 each day	\$2,280.95
Late Charge of \$63.93 per month assessed on the 16th of each month from January 30, 2008 to April 30, 2008, (4 Months)	\$255.72
Accrued Late Charges	\$1,362.60
Appraisal Fees	\$111.00
NSF Check Fee	\$145.00
Title Search/Report Fees	\$250.00
Attorneys' Fees and Costs	\$2,699.87
<u>TOTAL</u>	\$61,102.56

9. Interest accrues at a per diem rate of 17.15 each day after April 30, 2008, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.
10. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
11. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "C".

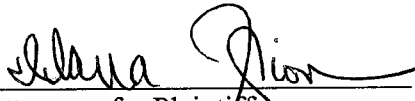
WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendant, in the amount set forth in paragraphs 8 and 9, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & DENARDO, LLC

Date: _____

5/9/08

BY: _____


Attorneys for Plaintiff

S & K File No. 08-032878

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

PROFESSIONAL ABSTRACT & ASSURANCE CORP
4600 STREET RD
TREVISO, PA 19053

Instrument Number - 200413372
Recorded On 8/16/2004 At 2:35:20 PM

* Instrument Type - MORTGAGE

* Total Pages - 18

Invoice Number - 116005

* Mortgagor - KAWA, TAMMY L

* Mortgagee - HOMEAMERICAN CREDIT INC

* Customer - PROFESSIONAL ABSTRACT & ASSURANCE CORP

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$39.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$54.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Exhibit "A"

PA 61341

RECORD AND RETURN TO
PROFESSIONAL ABSTRACT &
ASSURANCE CORP.
4600 STREET RD.
TREVOSSE, PA 19053

Prepared By:

Phyllicia Moore
111 Presidential Blvd., Ste. 114
Bala Cynwyd, PA 19004

Parcel Number:
130M1440616

Return To:

HomeAmerican Credit Inc DBA Upland
Mtg
111 Presidential Blvd.
Ste. 114
Bala Cynwyd, PA 19004

(Space Above This Line For Recording Data)

MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated August 12, 2002 together with all Riders to this document.

(B) "Borrower" is TAMMY L. KAWA

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is HomeAmerican Credit Inc DBA Upland Mtg

Lender is a Corporation

PENNSYLVANIA - Single Family

UP8(PA) (0106).01

Page 1 of 18

Initials

PAK

VMP MORTGAGE FORMS - (800)521-7291

Form 9039 1/01

LEGAL DESCRIPTION

ALL that certain lot or piece of land, situate in the Town of Loraine, in Woodward Township, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

On the north by Pine Street; on the east by Fourth Street; on the south by Otter Alley; and on the west by lands now or formerly of William Atkins, et al, being known in the plan of lots of said Town of Loraine as Lot No. 112, fronting fifty (50') feet on Pine Street and extending back along Fourth Street one hundred fifty (150') feet, and having thereon erected a frame cottage building and a private garage.

This conveyance is made subject to all exceptions and reservations as contained in prior deeds in this chain of title.

organized and existing under the laws of PA
Lender's address is 111 Presidential Blvd., Ste. 114, Bala Cynwyd, PA 19004

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated August 12, 2002

The Note states that Borrower owes Lender Fifty Nine Thousand Six Hundred And Zero/100

Dollars

(U.S. \$ 59,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 20, 2022

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

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

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

☐ Adjustable Rate Rider
☐ Balloon Rider
☐ VA Rider

☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Biweekly Payment Rider

☐ Second Home Rider
☐ 1-4 Family Rider
☒ Other(s) [specify]

Rider A Legal Description

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

TAX PARCEL: 130M1440616

which currently has the address of 1113 KENDRICK ROAD

HOUTZDALE

[Street]
[City], Pennsylvania 16651-9628 [Zip Code]

("Property Address"):

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

JRK

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

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

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

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

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

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) amounts due Lender under Section 3 of this Security Instrument; (b) interest due under the Note; (c) any fees, charges, or any amounts other than principal, due under the Note; (d) any other amounts due under this Security Instrument; and (e) to reduce the principal balance of the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

JRK
Initials

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Witnesses:

  (Seal)
TAMMY L. KAWA -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Certificate of Residence

I, Charles W. Morrone, do hereby certify that
the correct address of the within-named Mortgagee is 111 Presidential Blvd., Ste. 114,
Bala Cynwyd, PA 19004
Witness my hand this 12th day of August, 2002

Charles W. Morrone
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

Clarefield County ss:

On this, the 12th day of August, 2002, before me, the
undersigned officer, personally appeared **TAMMY L. KAWA**

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

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

NOTARIAL SEAL
CHARLES W. MORRONE, Notary Public
Trevose, Bucks County
My Commission Expires October 5, 2006

Charles W. Morrone
Title of Officer

NOTE

Loan ID# 1300874325

Borrower(s): TAMMY L. KAWA

August 12, 2002
[Date]

HOUTZDALE
[City]

Pennsylvania
[State]

1113 KENDRICK ROAD, HOUTZDALE, PENNSYLVANIA 16651-9628

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 59,600.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is HomeAmerican Credit Inc DBA Upland Mtg.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.590%.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 20th day of each month beginning on September 20, 2002

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date. If, on 08/20/2022, I still owe amounts under this Note, I will pay those amounts, in full, on that date.

I will make my monthly payments at One Presidential Boulevard, Suite 411, Bala Cynwyd, PA 19004 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ \$639.30

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

1300874325

PENNSYLVANIA FIXED RATE NOTE - Single Family - With Prepayment Penalty

Page 1 of 4

P105NPA (0105)

VMP MORTGAGE FORMS - (000)621-7281

Initials

SKK

Exhibit "B"

[illegible]

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

(A) Late Charge for Overdue Payments

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Ten _____ calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

(D) No Waiver By Note Holder
Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. APPLICABLE LAW

This Note shall be governed by the laws of the State of Pennsylvania. If a law, which applies to this loan and sets maximum loan charges is finally interpreted so that the interest and other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or other charge shall be reduced by the amount necessary to reduce the interest or other charge to the permitted limit; and (B) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment, but in no event will a prepayment charge be assessed if the Note Holder chooses to reduce my principal balance by applying such excess amounts.

11. UNIFORM SECURED NOTE

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

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

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

12. OTHER CHARGES**A. NSF Charge**

If I make a payment under this Note by check, negotiable instrument or other means and the payment is returned to the Note Holder unpaid, I agree to pay the Note Holder a charge for not sufficient funds (NSF charge) in the maximum amount permitted by applicable law.

B. Administrative Charges

Except as limited by applicable law, I agree to pay the Note Holder any administrative charge that the Note Holder may impose in connection with (1) my failure to comply with the terms and conditions of this Note and (2) the release or satisfaction of any mortgage, financing statement or other security instrument appearing on the public record which relates to my obligations under this Note.

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

LOAN ID#

1300874325

Tammy L. Kawa
TAMMY L. KAWA (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

1300874325



OCWEN Loan Servicing, LLC
12650 Ingenuity Drive
Orlando, Florida 32826

08-032818

WWW.OCWEN.COM

March 21, 2008

VIA First Class Mail
VIA Certified Mail (return receipt requested)
Certified Number: 71069017515120673126
Reference Code: 0712

Tammy L. Kawa

1113 Kendrick Road
Houtzdale, PA 16651-0000

Loan Number: 34563809
Property Address: 1113 Kendrick Road , Houtzdale, PA 16651-0000

PLEASE SEE THE ENCLOSED DOCUMENT

Exhibit "C"

DACT91.11

This communication is from a debt collector attempting to collect a debt;
any information obtained will be used for that purpose.



OCWEN Loan Servicing, INC.
12650 Ingenuity Drive
Orlando, Florida 32826

WWW.OCWEN.COM

APPENDIX A

March 21, 2008

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Tammy L. Kawa

PROPERTY ADDRESS: 1113 Kendrick Road
Houtzdale, PA 16651-0000

LOAN ACCT. NO.: 34563809
ORIGINAL LENDER: HOMEAMERICAN CREDIT INC DBA UPLAND MORTGAGE
CURRENT LENDER/SERVICER: OCWEN

DACT91.11



OCWEN Loan Servicing, Inc.
12650 Ingenuity Drive
Orlando, Florida 32826

WWW.OCWEN.COM

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES
BEYOND YOUR CONTROL,
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR
MORTGAGE PAYMENTS, AND
IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY
THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

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OCWEN Loan Servicing, Inc.
12650 Ingenuity Drive
Orlando, Florida 32826

WWW.OCWEN.COM

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 1113 Kendrick Road, Houtzdale, PA 16651-0000

IS SERIOUSLY IN DEFAULT because:

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

3 payments in the amount of \$ 639.30 from January 20, 2008 through March 21, 2008

DETAIL SUMMARY :

Principal and Interest.....	\$ 1,917.90
Interest Arrearage.....	\$ 0.00
Escrow.....	\$ 0.00
Late Charges.....	\$ 1,554.39
Insufficient Funds Charges.....	\$ 145.00
Fees / Expenses.....	\$ 116.21
Suspense Balance (CREDIT).....	\$ 0.00
Interest Reserve Balance (CREDIT).....	\$ 0.00
TOTAL DUE.....	\$ 3,733.50

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,733.50, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by Money Gram, Cashier's Check, Certified Check or Money Order made payable and sent to:

OCWEN
P.O. BOX 6440
CAROL STREAM, IL 60197-6440

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

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

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

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

DACT91.11



OCWEN Loan Servicing, Inc.
12650 Ingenuity Drive
Orlando, Florida 32826

WWW.OCWEN.COM

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

HOW TO CONTACT THE SERVICER:

Name of Servicer: OCWEN
Address: P.O. BOX 24737
WEST PALM BEACH, FL 33416-4737
Phone Number: 800-310-9229
Fax Number: 407-737-6300
Contact: Performing Collections Dept.

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

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

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE (3) TIMES IN ANY CALENDAR YEAR.)

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

DACT91.11

VERIFICATION

Ilana Zion, Esquire hereby states that she is the Attorney for the Plaintiff in this action, that she is authorized to make this Verification as the Plaintiff is outside the jurisdiction of the Court and Plaintiff's verification could not be obtained within the time necessary to file this pleading, and that the statements made in the foregoing Second Amended Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

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

SHAPIRO & DENARDO, LLC

BY: Ilana Zion
Ilana Zion, Esquire
Attorney for Plaintiff

Dated: 5/19/08

SHAPIRO & DENARDO, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
Ocwen Federal Bank
c/o Ocwen Federal Bank FSB
1675 Palm Beach Blvd.
West Palm Beach, FL 33401

PLAINTIFF

VS.

Tammy L. Kawa
DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:08-877-CD

FILED ^{no cc}
MAY 27 2008
William A. Shaw
Prothonotary/Clerk of Courts

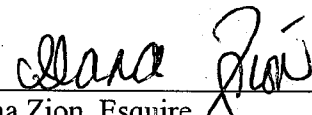
PRAECIPE TO SUBSTITUTE VERIFICATION

TO THE PROTHONOTARY:

Kindly substitute the attached Verification to the Complaint in the above-captioned civil
action.

Respectfully Submitted,
SHAPIRO & DENARDO, LLC

BY:


Ilana Zion, Esquire
Attorneys for Plaintiff

The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3 v. Tammy L. Kawa

VERIFICATION

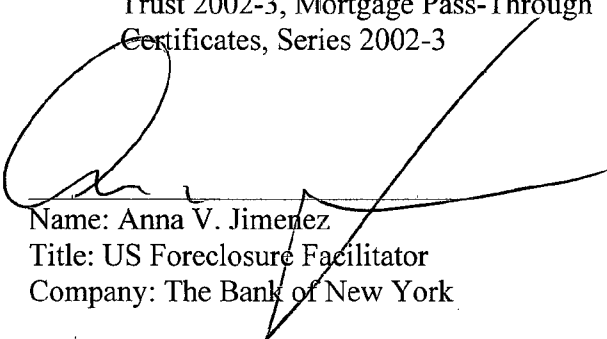
The undersigned is Foreclosure Facilitator of Ocwen Loan Servicing, LLC on behalf of The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3 and as such is familiar with the records of said corporation, and being authorized to make this verification on behalf of Plaintiff an officer of the corporation and being authorized to make this verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned.

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

Date:

MAY 12 2008

Ocwen Loan Servicing, LLC on behalf of
The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3


Name: Anna V. Jimenez
Title: US Foreclosure Facilitator
Company: The Bank of New York

Loan: 34563809
08-032878

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

FILED

m/jc:09/01
JUL 02 2008

Notice to Def.

Statement to Atty

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. \$20.00

(610)

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

vs.

Tammy L. Kawa

DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:08-877-CD

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

Enter Judgment IN REM in the amount of \$62,293.72 in favor of the Plaintiff and against

the defendant, for failure to file an answer to Plaintiff's Complaint in Mortgage Foreclosure

within 20 days from service thereof and assess Plaintiff's damages as follows and calculated as

stated in the Complaint:

Principal of mortgage debt due and unpaid	\$53,997.42
Interest at 11.59% from December 20, 2007 to July 1, 2008 (195 days @ \$17.15 per diem)	\$3,344.25
Late charges (for certain months prior to default and every month after at a rate of \$63.93 per month)	\$1,746.18
Appraisal Fees	\$111.00
NSF Check Fees	\$145.00
Title Search Report Fees	\$250.00
Attorneys Fees	\$2,699.87
TOTAL AMOUNT DUE	\$62,293.72

BY:

Michael J. Clark

Michael J. Clark, Esquire
Attorney for Plaintiff

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant and
damages are assessed as above in the sum of \$62,293.72.

William A. Shaw 7/2/08
Pro. Prothy.

08-032878

SHAPIRO & DENARDO, LLC
BY: DANIELLE BOYLE-EBERSON, ESQ.
LAUREN R. TABAS, ESQ.,
AND ILANA ZION, ESQ.
ATTORNEY I.D. NOS. 81747, 93337 & 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

VS.

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

DEFENDANT(S)

STATE OF: Florida

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO:

COUNTY OF: Orange_

AFFIDAVIT OF NON-MILITARY SERVICE

THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon investigations made and records maintained either as Plaintiff or servicing agent of the Plaintiff and that the above-captioned Defendants' last known address is as set forth in the caption and they are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended.

Ocwen Loan Servicing, LLC on behalf of The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

By:

NAME: Anna V. Jimenez
TITLE: US Foreclosure Facilitator

Sworn to and subscribed before me this 13 day of may, 2008.

J. Dybas, Notary Public

08-032878



SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

VS.


Tammy L. Kawa
DEFENDANTS

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praecipe for the Entry of Default Judgment was mailed to the defendant (s) and to his, her, their attorney of record, if any, after the default occurred and at least (10) days prior to the date of the filing of the Praecipe. Said Notice was sent on the date set forth in the copy of said Notice attached hereto, June 27, 2008 to the following Defendants:

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

Tammy L. Kawa
1056 Kendrick Road, Apt. A
Houtzdale, PA 16651


Kevin Dwyer, Legal Assistant
to Michael J. Clark, Esquire for
Shapiro & DeNardo, LLC

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

VS.

Tammy L. Kawa
DEFENDANTS

NOTICE OF INTENTION TO TAKE DEFAULT
UNDER Pa.R.C.P. 237.1
IMPORTANT NOTICE

TO: Tammy L. Kawa
DATE OF NOTICE: June 27, 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 a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED
THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTIFICACION IMPORTANTE

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

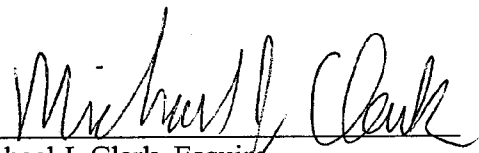
Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

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PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

Tammy L. Kawa
1056 Kendrick Road, Apt. A
Houtzdale, PA 16651



Michael J. Clark, Esquire
Shapiro & DeNardo, LLC
Attorney for Plaintiff

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

VS.

Tammy L. Kawa
DEFENDANTS

NOTICE OF INTENTION TO TAKE DEFAULT
UNDER Pa.R.C.P. 237.1
IMPORTANT NOTICE

TO: Tammy L. Kawa
DATE OF NOTICE: June 27, 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 a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

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PURPOSE.**

NOTIFICACION IMPORTANTE

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

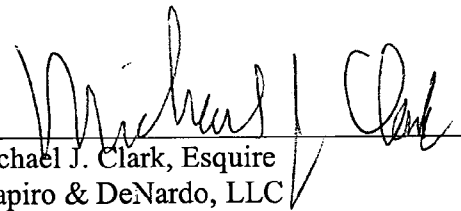
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Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

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PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

Tammy L. Kawa
1056 Kendrick Road, Apt. A
Houtzdale, PA 16651


Michael J. Clark, Esquire
Shapiro & DeNardo, LLC
Attorney for Plaintiff

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

vs.

Tammy L. Kawa
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:08-877-CD

CERTIFICATE OF SERVICE

I, Michael J. Clark, Esquire, Attorney for the Plaintiff, hereby certify that I have served
by first class mail, postage prepaid, true and correct copies of the attached papers upon the
following person or their attorney of record:

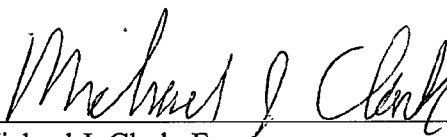
Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

1056 Kendrick Road, Apt. A
Houtzdale, PA 16651

Date mailed: 6/30/08

SHAPIRO & DENARDO, LLC

BY:


Michael J. Clark, Esquire
Attorney for Plaintiff

08-032878

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

vs.

Tammy L. Kawa
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:08-877-CD

CERTIFICATION OF ADDRESS

I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series 2002-3
1675 Palm Beach Blvd.
West Palm Beach, FL 33401

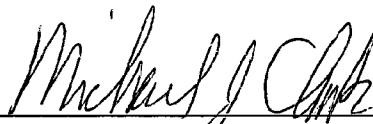
and that the last known address of the judgment debtor (Defendant) is:

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

1056 Kendrick Road, Apt. A
Houtzdale, PA 16651

SHAPIRO & DENARDO, LLC

BY:



Michael J. Clark, Esquire
Attorney for Plaintiff

08-032878

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Clerk
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

COPY

Prothonotary

TO: Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

vs.

Tammy L. Kawa
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:08-877-CD

NOTICE

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


Prothonotary 7/2/08

- ☒ Judgment by Default
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:
ATTORNEY MICHAEL J. CLARK, ESQUIRE AT (610) 278-6800.

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Clerk
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

COPY

Prothonotary

TO: Tammy L. Kawa
1056 Kendrick Road, Apt. A
Houtzdale, PA 16651

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
PLAINTIFF

vs.

Tammy L. Kawa
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:08-877-CD

NOTICE

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

Prothonotary

William L. Kawa 7/2/08
Bel

- ☒ Judgment by Default
- ☐ Judgment for Possession
- ☐ Judgment on Award of Arbitration
- ☐ Judgment on Verdict
- ☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:
ATTORNEY MICHAEL J. CLARK, ESQUIRE AT (610) 278-6800.

COPY

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

Bank of New York
ABFS Mortgage Loan Trust 2002-3
Plaintiff(s)

Vs.

Tammy L. Kawa
Defendant(s)

No.: 2008-00877-CD

Real Debt: \$62,293.72

Atty's Comm: \$

Costs: \$

Int. From: \$

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 2, 2008

Expires: July 2, 2013

Certified from the record this 2nd day of July, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
Plaintiff

vs.

Tammy L. Kawa
Defendant

IN THE COURT OF COMMON PLEAS

OF

CLEARFIELD COUNTY

No. 08-877-CD

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

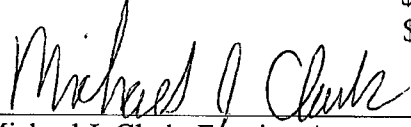
To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due
Interest from July 2, 2008 to _____
(Costs to be added)

\$62,293.72

\$ _____


Michael J. Clark, Esquire, Attorney for Plaintiff

\$ 135.00 Prothonotary costs

FILED Any pd.
m/2:22/01 \$20.00
JUL 02 2008/CC @ 6 w/its
to Sheriff
William A. Shaw
Prothonotary/Clerk of Court (62)

FILED

JUL 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

No: 08-877-CD

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series
2002-3, Plaintiff

VS

Tammy L. Kawa, Defendant
1113 Kendrick Road
Houtzdale, PA 16651

1056 Kendrick Road, Apt. A
Houtzdale, PA 16651

PRAECIPE FOR WRIT OF
EXECUTION
{Mortgage Foreclosure}

Filed:

Michael J. Clark

Michael J. Clark, Esquire
Plaintiff's Attorney

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS

COPY

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series

No: 08-877-CD

2002-3
PLAINTIFF

VS.

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

Tammy L. Kawa
DEFENDANT

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:

1113 Kendrick Road, Houtzdale, PA 16651

See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due

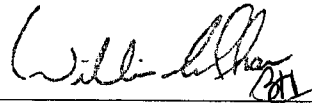
\$62,293.72

Interest from July 2, 2008 to _____

\$ _____
Prothonotary costs 135.00

Costs to be added

Seal of Court



PROTHONOTARY

Date: 7/21/08

Deputy Prothonotary

No: 08-877-CD

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series
2002-3

vs.

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

1056 Kendrick Road, Apt. A
Houtzdale, PA 16651


Michael J. Clark, Esquire

WRIT OF EXECUTION

(MORTGAGE FORECLOSURE)

Michael J. Clark, Esquire
SHAPIRO & DENARDO, LLC
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

VS.

Tammy L. Kawa
DEFENDANTS

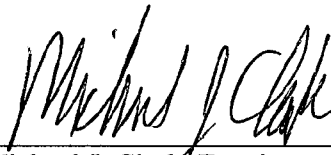
PRAECIPE TO VACATE JUDGMENT

TO THE PROTHONOTARY:

Kindly mark the Judgment entered on July 2, 2008 in the above entitled action vacated
without prejudice to Plaintiff.

SHAPIRO & DENARDO, LLC

BY:


Michael J. Clark, Esquire

FILED *pd \$7.00 Atty*
m/10:45 am ICC + 1 Cert of
AUG 19 2008 *Sat issued*
to Atty Clark
William A. Shaw
Prothonotary/Clerk of Courts

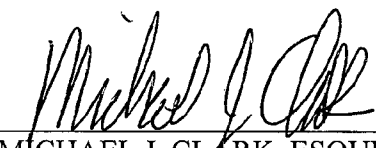
CERTIFICATE OF SERVICE

I, MICHAEL J. CLARK, ESQUIRE, hereby certify that on 8/15/08 I served a true and correct copy of the within Praecipe to Vacate Mortgage Foreclosure Judgment upon the following parties via first class mail, postage prepaid:

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

SHAPIRO & DENARDO, LLC

BY:



MICHAEL J. CLARK, ESQUIRE
Attorney for the Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

COPY

No.: 2008-00877-CD

Bank of New York
ABFS Mortgage Loan Trust 2002-3

Debt: \$62,293.72

Vs.

Atty's Comm.:


Tammy L. Kawa

Interest From:

Cost: \$7.00

NOW, Tuesday, August 19, 2008 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 19th day of August, A.D. 2008.

 LM

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104160
NO: 08-877-CD
SERVICES 2
COMPLAINT IN MORGAGE FORECLOSURE

PLAINTIFF: THE BANK OF NEW YORK, as Trustee
vs.
DEFENDANT: TAMMY L. KAWA

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	307703	20.00
SHERIFF HAWKINS	SHAPIRO	307703	42.18

FILED

013:45/611
AUG 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

FILED Any pd. \$20.00
m 11:19:30
AUG 28 2008 Notice to Def.

William A. Shaw
Prothonotary/Clerk of Courts

Statement to

Any

CR

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:08-877-CD

vs.

Tammy L. Kawa

DEFENDANT

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

Enter Judgment IN REM in the amount of \$62,730.79 in favor of the Plaintiff and against

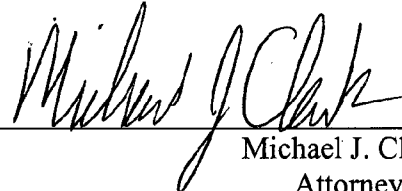
the defendant, for failure to file an answer to Plaintiff's Complaint in Mortgage Foreclosure

within 20 days from service thereof and assess Plaintiff's damages as follows and calculated as

stated in the Complaint:

Principal of mortgage debt due and unpaid	\$53,997.42
Interest at 11.59% from December 20, 2007 to August 25, 2008 (250 days @ \$17.15 per diem)	\$4,287.50
Late charges (for certain months prior to default and every month after at a rate of \$63.93 per month)	\$1,364.00
Appraisal Fees	\$111.00
Property Inspections	\$21.00
Title Search Report Fees	\$250.00
Attorneys Fees	\$2,699.87
TOTAL AMOUNT DUE	\$62,730.79

BY:



Michael J. Clark, Esquire
Attorney for Plaintiff

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant and
damages are assessed as above in the sum of \$62,730.79.


8/28/08
Pro. Prothy.

08-032878

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
1675 Palm Beach Blvd.
West Palm Beach, FL 33401
PLAINTIFF

VS.

Tammy L. Kawa

DEFENDANT

STATE OF: Pennsylvania

COUNTY OF: Montgomery

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

08-877-CD

AFFIDAVIT OF NON-MILITARY SERVICE

THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon information contained in the records of the Plaintiff or servicing agent of the Plaintiff and that the above captioned Defendants last known address is as set forth in the caption and they are not to the best of our knowledge, information or belief, in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended.

SHAPIRO & DENARDO, LLC

By: Michael J. Clark
Michael J. Clark, Esquire

Sworn to and subscribed

before me this 26th day

of August, 2008.

Denise L. Semetti

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Denise L. Semetti, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires July 22, 2010
Member, Pennsylvania Association of Notaries

SHAPIRO & DENARDO, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
PLAINTIFF

VS.

Tammy L. Kawa
DEFENDANTS

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praeipce for the Entry of Default Judgment was mailed to the defendant (s) and to his, her, their attorney of record, if any, after the default occurred and at least (10) days prior to the date of the filing of the Praeipce. Said Notice was sent on the date set forth in the copy of said Notice attached hereto, June 18, 2008 to the following Defendants:

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651



Sheena C. Mayer, Legal Assistant
to Ilana Zion, Esquire for
Shapiro & DeNardo, LLC

SHAPIRO & DENARDO, LLC
BY: ILANA ZION, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 87137
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
PLAINTIFF

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

VS.

Tammy L. Kawa
DEFENDANTS

NOTICE OF INTENTION TO TAKE DEFAULT
UNDER Pa.R.C.P. 237.1
IMPORTANT NOTICE

TO: Tammy L. Kawa
DATE OF NOTICE: June 18, 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 a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED
THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

NOTIFICACION IMPORTANTE


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

Clearfield County Lawyer Referral Service
Court Administrator, Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
814-765-2641 ext.5982

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651


Ilana Zion, Esquire
Shapiro & DeNardo LLC
Attorney for Plaintiff

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

vs.

Tammy L. Kawa
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:08-877-CD

CERTIFICATE OF SERVICE

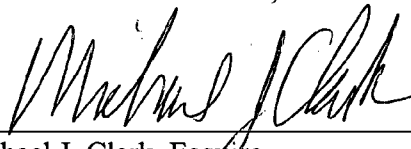
I, Michael J. Clark, Esquire, Attorney for the Plaintiff, hereby certify that I have served
by first class mail, postage prepaid, true and correct copies of the attached papers upon the
following person or their attorney of record:

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

Date mailed: 8/27/08

SHAPIRO & DENARDO, LLC

BY:


Michael J. Clark, Esquire
Attorney for Plaintiff

08-032878

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

vs.

Tammy L. Kawa
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:08-877-CD

CERTIFICATION OF ADDRESS

I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

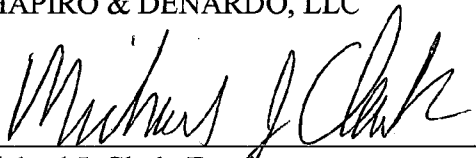
The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series 2002-3
1675 Palm Beach Blvd.
West Palm Beach, FL 33401

and that the last known address of the judgment debtor (Defendant) is:

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

SHAPIRO & DENARDO, LLC

BY:


Michael J. Clark, Esquire
Attorney for Plaintiff

08-032878

OFFICE OF THE PROTHONOTARY
COURT OF COMMON PLEAS
Clearfield County Clerk
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Prothonotary

TO: Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

vs.

Tammy L. Kawa
DEFENDANT

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

NO:08-877-CD

NOTICE

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

Prothonotary

 8/28/08

☒ Judgment by Default

☐ Judgment for Possession

☐ Judgment on Award of Arbitration

☐ Judgment on Verdict

☐ Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:
ATTORNEY MICHAEL J. CLARK, ESQUIRE AT (610) 278-6800.

COPY

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

Bank of New York
ABFS Mortgage Loan Trust 2002-3
Plaintiff(s)

Vs.

Tammy L. Kawa
Defendant(s)

No.: 2008-00877-CD

Real Debt: \$62,730.79

Atty's Comm: \$

Costs: \$

Int. From: \$

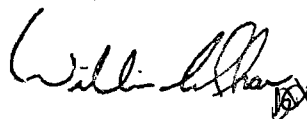
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 28, 2008

Expires: August 28, 2013

Certified from the record this 28th day of August, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
Plaintiff

vs.

Tammy L. Kawa
Defendant

IN THE COURT OF COMMON PLEAS

OF

CLEARFIELD COUNTY

No. 08-877-CD

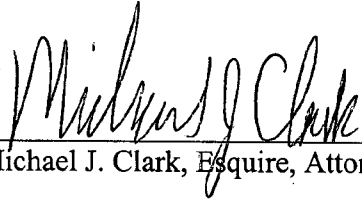
PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due
Interest from August 26, 2008 to _____
(Costs to be added)

\$62,730.79
\$ _____


Michael J. Clark, Esquire, Attorney for Plaintiff

Prothonotary costs 172.00

FILED *Att. pd.*
m/j:2608 *22.00*
AUG 28 2008 *icc@lewis*
William A. Shaw *w/prop. desc.*
Prothonotary/Clerk of Courts *to Sheriff*

(GK)

No: 08-877-CD

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series
2002-3, Plaintiff

VS

Tammy L. Kawa, Defendant
1113 Kendrick Road
Houtzdale, PA 16651

William A. Shaw
Prothonotary/Clerk of Courts

AUG 28 2008

FILED

PRAECIPE FOR WRIT OF
EXECUTION
{Mortgage Foreclosure}

Filed:



Michael J. Clark, Esquire
Plaintiff's Attorney

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS

COPY

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series
2002-3
PLAINTIFF

No: 08-877-CD

VS.

Tammy L. Kawa
DEFENDANT

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

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:

1113 Kendrick Road, Houtzdale, PA 16651

See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due \$62,730.79

Interest from August 26, 2008 to _____ \$ _____

Costs to be added Prothonotary costs 172.00

Seal of Court

PROTHONOTARY

William L. Allen
SP

Date: 8/28/08

Deputy Prothonotary

No: 08-877-CD

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series
2002-3

vs.

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651


Michael J. Clark, Esquire

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Michael J. Clark, Esquire
SHAPIRO & DENARDO, LLC
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406

All that certain lot or piece of land, situate in the Town of Loraine, in Woodward Township, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

On the north by Pine Street; on the east by Fourth Street; on the south by Otter Alley; and on the west by lands now or formerly of William Atkins, et al, being known in the Plan of lots of said Town of Loraine as Lot No. 112, fronting fifty (50') feet on Pine Street and extending back along Fourth Street one hundred fifty (150') feet, and having thereon erected a frame cottage building and a private garage.

This conveyance is made subject to all exceptions and reservations as contained in prior deeds in this claim of title.

Being the same premises which Shirley J. Graffius, by Deed dated April 21, 1977 and recorded in the Clearfield County Recorder of Deeds Office on April 23, 1977 in Deed Book 1835, page 497, granted and conveyed unto Eugene R. Kawa and Tammy L. Kawa, his wife. And the said Eugene R. Kawa having departed this life on or about December 27, 1997, vesting full title in Tammy L. Kawa, with the right of survivorship.

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

vs.

Tammy L. Kawa
DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 1113 Kendrick Road, Houtzdale, PA 16651.

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

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

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

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

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

The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3
1675 Palm Beach Blvd.
West Palm Beach, FL 33401

National Bank of The Commonwealth
(address to be supplied)

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

The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3, Plaintiff
1675 Palm Beach Blvd.
West Palm Beach, FL 33401

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

NONE

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

Clearfield County Domestic Relations
230 East Market Street
Clearfield, PA 16830

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:

TENANT OR OCCUPANT
1113 Kendrick Road
Houtzdale, PA 16651

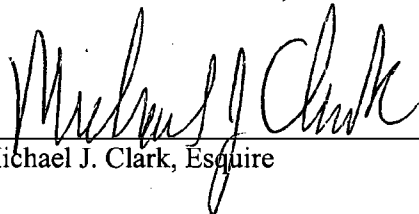
Commonwealth of Pennsylvania
Department of Revenue
Inheritance Tax Division
Bureau of Compliance, Dept 280946
Harrisburg, PA 17128-0946

Internal Revenue Service
Federal Estate Tax
Chief Examination Division
Group 1820
P. O. Box 12040
Philadelphia, PA 19105

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

SHAPIRO & DENARDO, LLC

BY:


Michael J. Clark, Esquire

08-032878

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

FILED NO CC
mjs:2008
JUL 02 2008
William A. Shaw
Prothonotary/Clerk of Courts
(610)

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

vs.

Tammy L. Kawa
DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 1113 Kendrick Road, Houtzdale, PA 16651.

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

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

1056 Kendrick Road, Apt. A
Houtzdale, PA 16651

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

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

1056 Kendrick Road, Apt. A
Houtzdale, PA 16651

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

The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3
1675 Palm Beach Blvd.
West Palm Beach, FL 33401

National Bank of The Commonwealth
(address to be supplied)

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

The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3, Plaintiff
1675 Palm Beach Blvd.
West Palm Beach, FL 33401

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

NONE

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

Clearfield County Domestic Relations
230 East Market Street
Clearfield, PA 16830

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:

TENANT OR OCCUPANT
1113 Kendrick Road
Houtzdale, PA 16651

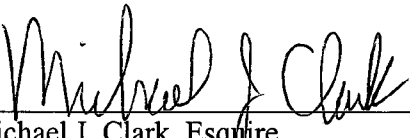
Commonwealth of Pennsylvania
Department of Revenue
Inheritance Tax Division
Bureau of Compliance, Dept 280946
Harrisburg, PA 17128-0946

Internal Revenue Service
Federal Estate Tax
Chief Examination Division
Group 1820
P. O. Box 12040
Philadelphia, PA 19105

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

SHAPIRO & DENARDO, LLC

BY:


Michael J. Clark, Esquire

08-032878

SHAPIRO & DENARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & K FILE NO. 08-032878

FILED
M 12:01 P.M. 62
NOV 05 2008 100 ATTY
William A. Shaw
Prothonotary/Clerk of Courts

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3
PLAINTIFF

vs.

Tammy L. Kawa
DEFENDANT

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3, Plaintiff in the above action, sets forth, as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 1113 Kendrick Road, Houtzdale, PA 16651.

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

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

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

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

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

The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3
1675 Palm Beach Blvd.
West Palm Beach, FL 33401

National Bank of The Commonwealth
c/o David R. Tomb, Jr.
402 Indiana Theatre Bldg.
Indiana, PA 15701

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

The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3, Plaintiff
1675 Palm Beach Blvd.

West Palm Beach, FL 33401

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

NONE

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

Clearfield County Domestic Relations
230 East Market Street
Clearfield, PA 16830

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:

TENANT OR OCCUPANT
1113 Kendrick Road
Houtzdale, PA 16651

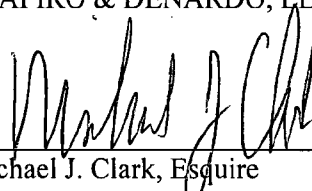
Commonwealth of Pennsylvania
Department of Revenue
Inheritance Tax Division
Bureau of Compliance, Dept 280946
Harrisburg, PA 17128-0946

Internal Revenue Service
Federal Estate Tax
Chief Examination Division
Group 1820
P. O. Box 12040
Philadelphia, PA 19105

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

SHAPIRO & DENARDO, LLC

BY:


Michael J. Clark, Esquire

08-032878

SHAPIRO & DeNARDO, LLC
BY: MICHAEL J. CLARK, ESQUIRE
ATTORNEY I.D. NO: PA Bar # 202929
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406
TELEPHONE: (610) 278-6800
S & D FILE NO. 08-032878

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan
Trust 2002-3, Mortgage Pass-Through
Certificates, Series 2002-3

PLAINTIFF

VS.

Tammy L. Kawa
DEFENDANT(S)

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

NO: 08-877-CD

FILED

11 12:00 P.M. 6/2

NOV 05 2008

ICC ATTY

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATION OF NOTICE TO LIENHOLDERS
PURSUANT TO PA R.C.P 3129.2 (C) (2)

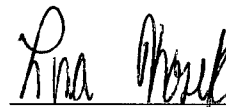
I, Lisa Kosik, Legal Assistant for Shapiro & DeNardo, LLC, attorneys for the Plaintiff, The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on October 10, 2008, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

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

Respectfully submitted,

SHAPIRO & DENARDO, LLC

BY:



Lisa Kosik
Legal Assistant

08-032878

Name and Address of Sender
Shapiro & DeNardo, LLC
3600 Horizon Drive
Suite 150
King of Prussia, PA 19406

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

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

Article Number

Postage

Addressee (Name, Street, City State, & ZIP Code)

Fee

Handling
Charge

Actual
if Re

1. 08-032878

National Bank of the Commonwealth
402 Indiana Theatre Bldg
Indiana, PA 15701

2.

Commonwealth of Pennsylvania
Inheritance Tax Division
Bureau of Compliance, Dept 280946
Harrisburg, PA 17128-0946

3.

Internal Revenue Service
Federal Estate Tax
Chief Examination division
Group 1820, PO Box 12040
Philadelphia, PA 19105

4.

Clearfield County Domestic Relations
230 East Market Street
Clearfield, PA 16830

5.

Tenant or Occupant
1113 Kendrick Road
Houtzdale, PA 16651

6.

7.

8.

Total Number of Pieces
Listed by Sender 5

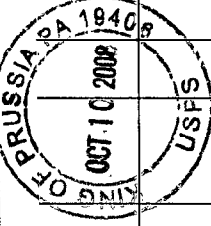
Total Number of Pieces
Received at Post Office

Postmaster, Per (Name of receiving employee)

PS Form 3877, February 2002 (Page 1 of 1)

Complete by Typewriter, Ink or Ball Point Pen

See Privacy Act Statement on Reverse



Delivery Confirmation
Signature Confirmation
Special Handling
Restricted Delivery
Return Receipt

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20793
NO: 08-877-CD

PLAINTIFF: THE BANK OF NEW YORK, AS TRUSTEE FOR THE REGISTERED HOLDERS OF ABFS MORTGAGE
LOAN TRUST 2002-3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-3

vs.

DEFENDANT: TAMMY L. KAWA

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 7/2/2008

LEVY TAKEN 7/8/2008 @ 9:40 AM

POSTED 7/8/2008 @ 9:40 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/12/2009

DATE DEED FILED **NOT SOLD**

5
FILED
979.0264
JAN 12 2009
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@

SERVED TAMMY L. KAWA

NOW, JULY 10, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR
SEPTEMBER 5, 2008 DUE TO BANKRUPTCY FILING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20793

NO: 08-877-CD

PLAINTIFF: THE BANK OF NEW YORK, AS TRUSTEE FOR THE REGISTERED HOLDERS OF ABFS MORTGAGE
LOAN TRUST 2002-3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-3

vs.

DEFENDANT: TAMMY L. KAWA

Execution REAL ESTATE

SHERIFF RETURN

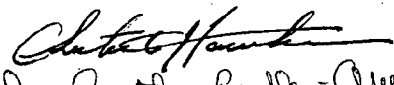
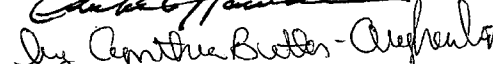
SHERIFF HAWKINS

\$141.10

SURCHARGE

\$20.00 PAID BY ATTORNEY

So Answers,


By 
Chester A. Hawkins
Sheriff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series
2002-3
PLAINTIFF

No: 08-877-CD

VS.

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

Tammy L. Kawa
DEFENDANT

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:

1113 Kendrick Road, Houtzdale, PA 16651

See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due \$62,293.72

Interest from July 2, 2008 to _____

\$ _____

Costs to be added

Prothonotary costs 135.00

Seal of Court

William L. Houtzdale
PROTHONOTARY

Date: 7/21/08

Deputy Prothonotary

Received this writ this 2nd day
of July A.D. 2008
At 3:00 A.M./P.M.

Clayton A. Hunkeler
Sheriff by Cynthia Beter-Aufderhaar

No: 08-877-CD

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series
2002-3

vs.

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651

1056 Kendrick Road, Apt. A
Houtzdale, PA 16651

Michael J. Clark
Michael J. Clark, Esquire

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Michael J. Clark, Esquire
SHAPIRO & DENARDO, LLC
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406

Received this _____ day

of _____ A.D.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME TAMMY L. KAWA

NO. 08-877-CD

NOW, January 11, 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 Tammy L. Kawa 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 LEVY	15.00
MILEAGE	21.06
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS DISTRIBUTION	15.00
	25.00
ADVERTISING	
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	
CONTINUED SALES	
MISCELLANEOUS	

TOTAL SHERIFF COSTS \$141.10

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	62,293.72
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$62,313.72

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	141.10
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

TOTAL COSTS \$276.10

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

SD

SHAPIRO & DENARDO, LLC

ATTORNEYS AT LAW

3600 Horizon Drive, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

GERALD M. SHAPIRO
Admitted in Illinois and Florida Only
DAVID S. KREISMAN
Admitted in Illinois Only
CHRISTOPHER A. DENARDO
Managing Partner
DANIELLE BOYLE-EBERSOLE +
MICHAEL J. CLARK +
ILANA ZION
+ Also Licensed in New Jersey

July 11, 2008

Fax number 814-765-5915

Office of the Sheriff of Clearfield County

Attn: Cindy

Re: The Bank of New York, as Trustee for the registered holders of ABFS Mortgage
Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3 vs. Tammy
L. Kawa
C.P. #08-877-CD
Sale Date: Not Set as of 07/11/08
Our File # 08-032878

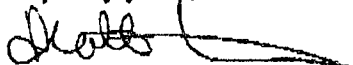
Dear Cindy:

Kindly do not set the above mentioned file for Sheriff's sale due to the filing of a Chapter
7 bankruptcy under case number 08-70720 on July 1, 2008 filed by Tammy L. Kawa. No
monies were received.

In order for our company to properly bill our clients, would you kindly take sometime out
to send us the refund or the amount due and owing. Please return the writ to the
prothonotary.

Thank you for your anticipated cooperation. If you have any questions or problems,
please do not hesitate to contact me directly.

Very truly yours,



Heather Whitman
Foreclosure Department

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20831
NO: 08-877-CD

PLAINTIFF: THE BANK OF NEW YORK, AS TRUSTEE FOR THE REGISTERED HOLDERS OF ABFS MORTGAGE
LOAN TRUST 2002-3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-3

VS.
DEFENDANT: TAMMY L. KAWA

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 8/28/2008

LEVY TAKEN 9/29/2008 @ 11:24:20 AM

POSTED 9/29/2008 @ 11:23 AM

SALE HELD 1/9/2009

SOLD TO THE BANK OF NEW YORK, AS INDENTURE TRUSTEE FOR THE REGISTERED HOLDERS OF
ABFS MORTGAGE LOAN TRUST 2002-3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-3

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 2/12/2009

DATE DEED FILED 2/12/2009

PROPERTY ADDRESS 1113 KENDRICK ROAD HOUTZDALE , PA 16651

SERVICES

@ SERVED TAMMY L. KAWA

DEPUTIES UNABLE TO SERVE TAMMY L. KAWA, DEFENDANT, AT 1113 KENDRICK ROAD, HOUTZDALE, CLEARFIELD COUNTY,
PENNSYLVANIA BECAUSE THE RESIDENCE IS EMPTY.

@ SERVED

NOW, NOVEMBER 14, 2008 DEPUTIZED MIFFLIN COUNTY SHERIFF TO SERVE TAMMY L. KAWA, DEFENDANT WITH NOTICE OF SALE,
COPY OF THE LEVY AND WRIT OF EXECUTION.

11/18/2008 @ 3:47 PM SERVED TAMMY L. KAWA

MIFFLIN COUNTY SERVED TAMMY L. KAWA, DEFENDANT, AT 15 APPLE LANE, MILROY, MIFFLIN COUNTY, PENNSYLVANIA BY HANDING
TO JACK REICHENBACH, HUSBAND OF DEFENDANT

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

@ SERVED TAMMY KAWA

DEPUTIES UNABLE TO SERVE TAMMY L. KAWA, DEFENDANT, AT 1056 KENDRICK ROAD, APT 40A, HOUTZDALE, CLEARFIELD COUNTY,
PENNSYLVANIA; DEFENDANT NO LONGER LIVING AT THAT ADDRESS.

@ SERVED

NOW, DECEMBER 1, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED
FOR DECEMBER 5, 2008 TO JANUARY 9, 2009.

FILED
01/30/2009
FEB 12 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20831
NO: 08-877-CD

PLAINTIFF: THE BANK OF NEW YORK, AS TRUSTEE FOR THE REGISTERED HOLDERS OF ABFS MORTGAGE
LOAN TRUST 2002-3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-3

vs.

DEFENDANT: TAMMY L. KAWA

Execution REAL ESTATE

SHERIFF RETURN


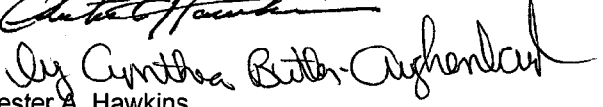
SHERIFF HAWKINS \$279.06

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

SS

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series
2002-3
PLAINTIFF

No: 08-877-CD

VS.

Tammy L. Kawa
DEFENDANT

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

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:

1113 Kendrick Road, Houtzdale, PA 16651

See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due	\$62,730.79
Interest from August 26, 2008 to _____	\$ _____
Costs to be added	Prothonotary costs 172.00

Seal of Court

William L. Hargis
PROTHONOTARY

Date: 8/28/08

Deputy Prothonotary

Received this writ this 28th day
of August A.D. 2008
At 3:30 A.M./P.M.

Charles C. Haverkins
Sheriff by Cynthia Butler-Aughdough

No: 08-877-CD

The Bank of New York, as Trustee for the
registered holders of ABFS Mortgage Loan Trust
2002-3, Mortgage Pass-Through Certificates, Series
2002-3

vs.

Tammy L. Kawa
1113 Kendrick Road
Houtzdale, PA 16651


Michael J. Clark, Esquire

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Michael J. Clark, Esquire
SHAPIRO & DENARDO, LLC
3600 HORIZON DRIVE, SUITE 150
KING OF PRUSSIA, PA 19406

Received this writ this _____ day
of _____ A.D. _____
at _____ A.D. _____

All that certain lot or piece of land, situate in the Town of Loraine, in Woodward Township, Clearfield County, Commonwealth of Pennsylvania, bounded and described as follows:

On the north by Pine Street; on the east by Fourth Street; on the south by Otter Alley; and on the west by lands now or formerly of William Atkins, et al, being known in the Plan of lots of said Town of Loraine as Lot No. 112, fronting fifty (50') feet on Pine Street and extending back along Fourth Street one hundred fifty (150') feet, and having thereon erected a frame cottage building and a private garage.

This conveyance is made subject to all exceptions and reservations as contained in prior deeds in this claim of title.

Being the same premises which Shirley J. Graffius, by Deed dated April 21, 1977 and recorded in the Clearfield County Recorder of Deeds Office on April 23, 1977 in Deed Book 1835, page 497, granted and conveyed unto Eugene R. Kawa and Tammy L. Kawa, his wife. And the said Eugene R. Kawa having departed this life on or about December 27, 1997, vesting full title in Tammy L. Kawa, with the right of survivorship.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME TAMMY L. KAWA

NO. 08-877-CD

NOW, February 12, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on January 09, 2009, I exposed the within described real estate of Tammy L. Kawa to public venue or outcry at which time and place I sold the same to THE BANK OF NEW YORK, AS INDENTURE TRUSTEE FOR THE REGISTERED HOLDERS OF ABFS MORTGAGE LOAN TRUST 2002-3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-3 he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	21.06
LEVY	15.00
MILEAGE	21.06
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.88
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	21.06
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$279.06

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	62,730.79
INTEREST @ %	0.00
FROM TO 01/09/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$62,750.79

COSTS:

ADVERTISING	385.60
TAXES - COLLECTOR	
TAXES - TAX CLAIM	1,342.17
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	279.06
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	172.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$2,478.33

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

Joseph A. Bradley, Sheriff
Baron K. Lewis, Chief Deputy
Laurie J. Kozak, Deputy
Christopher S. Shade, Deputy
Charles L. Angney, Deputy
James R. Bell, Deputy



SHERIFF'S OFFICE

MIFFLIN COUNTY
20 North Wayne Street
Lewistown, PA 17044
(717) 242-1105 **
Fax: (717) 248-2907

David W. Molek, Solicitor
(717) 248-9656

Plaintiff: The Bank of New York, as Trustee for the registered holders of ABFS Mortgage Loan Trust 2002-3	Court Number: NO: 08-877-CD
Defendant: Tammy L. Kawa	County: Clearfield County
	Type of Writ or Complaint: <input type="checkbox"/> Writ Notice of Sale <input checked="" type="checkbox"/> Complaint

Serve At	Name: Tammy L. Kawa	Address: 15 Apple Place Milroy, PA 17063
	Name:	Address:

Indicate Unusual Service: ☐ Comm. of Pa. ☐ Deputization ☐ Other

Now _____, 20____, I, SHERIFF OF MIFFLIN COUNTY, PA. do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputization is made at the request and risk of plaintiff. **X**

Sheriff of Mifflin Co.

Special Instructions or other information that will assist in expediting service:

Attorney or other Organization requesting service: Shapiro & Denardo, LLC	Telephone No: (610) 278-6800	Date Filed: 8/28/2008
I acknowledge receipt of the Writ or Complaint as indicated above: X <i>Joseph A. Bradley</i>	Date Received: 11/17/2008	Exp. Date: 12/5/2008

I hereby CERTIFY and RETURN that I ☒ have personally served. ☐ have legal evidence of service as shown in "Remarks", ☐ have executed as shown in "Remarks", the Writ or Complaint described on the individual, company, corporation, etc. at the address shown above or on the individual, company, corporation, etc., at the address inserted below, handing a TRUE and ATTESTED copy thereof.

☐ I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., name above. (See Remarks below.)

Name and Title of individual served: Served Jack Reichenbach (Husband) for Tammy L. Kawa.	<input checked="" type="checkbox"/> A person of suitable age and discretion then residing at the defendant's usual place of abode.
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Address where served (complete only if different than shown above)						Date of Service: 11/18/2008		Time: 3:47 PM	
Attempts 1	Date 11/18/2008	Miles 24	Dep. Int. CSS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
Advance Costs \$75.00	Service Costs \$18.00	Mileage \$15.00	Postage \$1.00	Surcharge \$0.00	Notary \$5.00	Total \$39.00	Refund \$36.00		

Remarks: (See other side)

Sworn to and subscribed before me this 21st day of November, 2008

X *Patricia A. Wilson*

Notary Public

NOTARIAL SEAL
PATRICIA A. WILSON, Notary Public
Lewistown Boro, Mifflin County
My Commission Expires March 31, 2011

Notarial Seal

So Answers:

Deputy Sheriff	Christopher S. Shade	11/20/2008
X <i>Christopher S. Shade</i>		
Sheriff	Joseph A. Bradley	11/20/2008
X <i>Joseph A. Bradley</i>		

**SHAPIRO & DENARDO, LLC**

ATTORNEYS AT LAW

3600 Horizon Drive, Suite 150, King of Prussia, Pennsylvania 19406

Tel: (610) 278-6800, Fax: (610) 278-9980

GERALD M. SHAPIRO
Admitted in Illinois and Florida Only
DAVID S. KREISMAN
Admitted in Illinois Only
CHRISTOPHER A. DENARDO
Managing Partner
DANIELLE BOYLE-EBERSOLE +
MICHAEL J. CLARK +
ILANA ZION
+ Also Licensed in New Jersey

December 1, 2008.

VIA FACSIMILE: 814-765-5915

Office of the Sheriff of Clearfield County

Attn: Cindy

Re: The Bank of New York, as Trustee for the registered holders of ABFS Mortgage
Loan Trust 2002-3, Mortgage Pass-Through Certificates, Series 2002-3 vs.
Tammy L. Kawa
C.P. #08-877-CD,
Sale Date: December 5, 2008
Our File # 08-032878

Dear Cindy:

Kindly continue the above-referenced sale until January 9, 2009.

Thank you for your anticipated cooperation. If you have any questions or problems,
please do not hesitate to contact me directly.

Very truly yours,

Lisa Kosik
Legal Assistant