

08-952-CD

National City Bank vs Jack McCall al

FILED

MAY 23 2008

11:50 AM

William A. Shaw
Prothonotary/Clerk of Courts

2 Cents to Sure

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
X JUDITH T. ROMANO, ESQ., Id. No. 58745
SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
LAUREN R. TABAS, ESQ., Id. No. 93337
VIVEK SRIVASTAVA, ESQ., Id. No. 202331
JAY B. JONES, ESQ., Id. No. 86657
PETER MULCAHY, ESQ., Id. No. 61791
ANDREW SPIVACK, ESQ., Id. No. 84439
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

178265

ATTORNEY FOR PLAINTIFF

NATIONAL CITY BANK
150 ALLEGHENY CENTER MALL
IDC 24-050
PITTSBURGH, PA 15212

Plaintiff

v.

JACK L. MCCALL
A/K/A JACK LYNN MCCALL
CONNIE L. MCCALL
RR 1 BOX 200
A/K/A 3682 CHESTNUT GROVE PARKWAY
GRAMPIAN, PA 16838
Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. 2008-952-CO

CLEARFIELD COUNTY

Aug 7, 2008 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Willie L. Shaw GK
10-31-08 Deputy Prothonotary Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Willie L. Shaw GK
Deputy Prothonotary

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

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

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

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

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

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

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

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

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

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

1. Plaintiff is

NATIONAL CITY BANK
150 ALLEGHENY CENTER MALL
IDC 24-050
PITTSBURGH, PA 15212

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

JACK L. MCCALL
A/K/A JACK LYNN MCCALL
CONNIE L. MCCALL
RR 1 BOX 200
A/K/A 3682 CHESTNUT GROVE PARKWAY
GRAMPIAN, PA 16838

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

3. On 10/16/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Book No. 1978, Page 228. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

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

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 01/21/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$62,051.61
Interest	\$2,319.52
12/21/2007 through 05/21/2008	
Attorney's Fees	\$1,250.00
Cumulative Late Charges 10/21/1998 to 05/21/2008	\$212.56
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$66,383.69
Escrow	
Credit	(\$720.21)
Deficit	\$0.00
Subtotal	<u>(\$720.21)</u>
TOTAL	\$65,663.48

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

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

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

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$65,663.48, together with interest from 05/21/2008 at the rate of \$15.26 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By:

Judith T. Romano
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JENINE R. DAVEY, ESQUIRE
LAUREN R. TABAS, ESQUIRE
VIVEK SRIVASTAVA, ESQUIRE
JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE

Attorneys for Plaintiff

LEGAL DESCRIPTION

All that certain piece, parcel or lot of land situate in the Township of Bloom, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at corner of land now or formerly of Warren Charles and State Highway leading from Grampian to DuBois; thence along State Highway North thirteen (13 degrees) degrees thirty (30 minutes) minutes East one hundred seventy-nine (179.0 feet) feet to post; thence North fourteen (14 degrees) degrees East five hundred thirty-nine (539.0 feet) feet to post along Spring Run; thence along Spring Run South eighty-six (86 degrees) degrees West two hundred sixty-six (266.0 feet) feet to a post; thence South fourteen (14 degrees) degrees West six hundred sixty-two (662.0 feet) feet to post corner of Warren Charles and private lane; thence North seventy-two (72 degrees) degrees West two hundred sixty-six (266.0 feet) feet to place of beginning.

Containing four (4) acres and twenty-nine (29) perches, more or less.

BEING the same premises devised to the Grantors herein under the Will of Vince Shubert of record in Clearfield County.

BEING THE SAME PREMISES THE TITLE TO WHICH BECAME VESTED ON THE
MORTGAGORS HEREIN BY DEED OF:

GRANTOR: RICHARD L SHUBERT, H. ERDINE SHUBERT DALE L SHUBERT,
SYLVESTER S SHUBERT, NATALIE SHUBERT AND MATTHEW J SHUBERT

DEED DATE: 7-28-1972

RECORDED IN COUNTY OF: CLEARFIELD

VOLUME: 604

PAGE: 268

04208362150

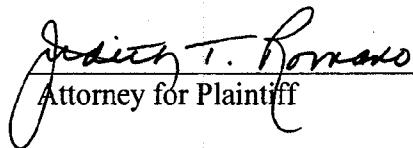
PREMISES: RR 1 BOX 200 A/K/A 3682 CHESTNUT GROVE HIGHWAY

PARCEL: F09-000-00055

VERIFICATION

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

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



Attorney for Plaintiff

DATE: 5-22-08

PHELAN HALLINAN & SCHMIEG, LLP
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000

ATTORNEY FOR PLAINTIFF

NATIONAL CITY BANK

: COURT OF COMMON PLEAS

Plaintiff

: CIVIL DIVISION

vs.

: NO. 08-952-CD

**JACK L. MCCALL
CONNIE L. MCCALL**

: CLEARFIELD COUNTY

Defendant(s)

:

:

:

:

:

:

PRAECIPE TO SUBSTITUTE VERIFICATION
TO CIVIL ACTION COMPLAINT
IN MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

By:
Francis S. Hallinan, Esquire

Date: 6/11/08

FILED
M 104367
JUN 13 2008
(CK)

William A. Shaw
Prothonotary/Clerk of Courts

PHS #: 178265

Donald A. Riepma

Associate for Legislative

1978-1979, A to 1
The People's Voice, Inc. 201

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

ATTORNEY FOR PLAINTIFF

NATIONAL CITY BANK

: COURT OF COMMON PLEAS

Plaintiff : **CIVIL DIVISION**

vs.

: **NO. 08-952-CD**

JACK L. MCCALL
CONNIE L. MCCALL

: **CLEARFIELD COUNTY**

Defendant(s) :

:

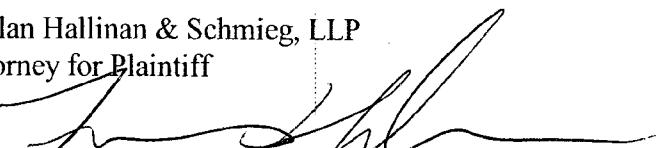
CERTIFICATE OF SERVICE

I hereby certify that a strue and correct copy of Plaintiff's Praccipe to attach Verification of Complaint was sent via first class mail to the following on the date listed below:

RR 1 BOX 200, A/K/A 3682 CHESTNUT GROVE HIGHWAY
GRAMPIAN, PA 16838

JACK L. MCCALL
CONNIE L. MCCALL
3682 CHESTNUT GROVE PARKWAY
GRAMPIAN, PA 16838

Phelan Hallinan & Schmieg, LLP
Attorney for Plaintiff

By: 
Francis S. Hallinan, Esquire

Date: 6/11/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-952-CD

NATIONAL CITY BANK

vs

JACK L. MCCALL aka JACK LYNN MCCALL and CONNIE L. MCCALL
COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 1 OF 2

SERVE BY: 06/02/2008

HEARING:

PAGE: 104199

DEFENDANT: JACK L. MCCALL aka JACK LYNN MCCALL

ADDRESS: R#1 BOX 200 AKA 3682 CHESTNUT GROVE PARKWAY
GRAMPIAN, PA 16838

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

03:45P.M. 6/16/2008

JUN 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

5-30-08 2:00 P.M. - NJH - Loft Note 6-6-08-2:26 P.M. / H
6-4-08-2:49 P.M. - NJH

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JACK L. MCCALL aka JACK LYNN MCCALL, 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 6-16-08 AT 10:00 A.M. POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JACK L. MCCALL aka JACK LYNN MCCALL

AT (ADDRESS) _____

NOW 6-16-08 AT 10:00 A.M. AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF NOT FOUND AS TO JACK L. MCCALL aka JACK LYNN MCCALL

REASON UNABLE TO LOCATE Never Home

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature
James E. Davis

Print Deputy Name

FILED

JUN 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK
Plaintiff

vs.

JACK L. MCCALL
A/K/A JACK LYNN MCCALL
CONNIE L. MCCALL

Defendants

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

No. 08-952-CD

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

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

Date: August 5, 2008

/jmr, Svc Dept.
File# 178265

FILED *M 10:59 AM* *Atty pd. 7.00*
AUG 07 2008
William A. Shaw
Prothonotary/Clerk of Courts
1 Compl. *Reinstated to Atty*
GK

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

FILED NO C
m10:56a
AUG 07 2008
②

William A. Shaw
Prothonotary/Clerk of Courts

Attorney for Plaintiff

National City Bank

COURT OF COMMON PLEAS

vs.
Jack L. McCall
a/k/a Jack Lynn McCall
Connie L. McCall

:CIVIL DIVISION

CLEARFIELD COUNTY

: NO. 08-952-CD

**MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT**

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant, Jack L. McCall a/k/a Jack Lynn McCall and Connie L. McCall, by posting a copy of the complaint to the mortgaged premises, as well as sending first class mail and certified mail to the mortgaged premises, RR1 Box 200 a/k/a 3682 Chestnut Grove Parkway, Grampian, PA 16838 and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint if Mortgage Foreclosure Action on May 23, 2008. As indicated by the copy of said complaint attached hereto as Exhibit "A".

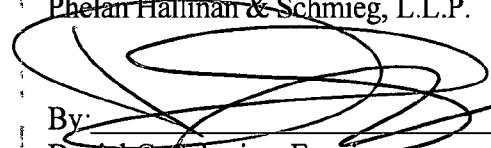
2. Said complaint was forwarded to the Office of the Sheriff on or about May 26, 2008 for service to be completed on the Defendant, Jack L. McCall a/k/a Jack Lynn McCall and Connie L. McCall at the mortgaged premises, RR1 Box 200 a/k/a 3682 Chestnut Grove Parkway, Grampian, PA 16838. Plaintiff was advised by the Sheriff's Office that there was no service made. Plaintiff is unable to append a copy of the Return of Service as a result of a backlog in completing the Affidavit at the Sheriff's Office. Plaintiff's Affidavit of Service is attached hereto and marked as Exhibit "B".

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

4. Plaintiff has reviewed its internal records and has not been contacted by the Defendant as of August 5, 2008 to bring loan current.

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

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

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.
By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: August 5, 2008

Exhibit A

MAY 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
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JACK L. MCCALL
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CONNIE L. MCCALL
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GRAMPIAN, PA 16838

Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

NO. DB-052-CD

CLEARFIELD COUNTY

ATTORNEY FILE COPY
PLEASE RETURN

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

PHELAN HALLINAN & SCHMIEG, LLP
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GRAMPIAN, PA 16838
Defendants

COURT OF COMMON PLEAS

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CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

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

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

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

Notice to Defend:

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Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
814-765-2641 x 5982

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PLAINTIFF WILL OBTAIN AND PROVIDE
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COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S)
THE NAME AND ADDRESS OF THE ORIGINAL
CREDITOR, IF DIFFERENT FROM ABOVE.

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

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

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

1. Plaintiff is

NATIONAL CITY BANK
150 ALLEGHENY CENTER MALL
IDC 24-050
PITTSBURGH, PA 15212

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

JACK L. MCCALL
A/K/A JACK LYNN MCCALL
CONNIE L. MCCALL
RR 1 BOX 200
A/K/A 3682 CHESTNUT GROVE PARKWAY
GRAMPIAN, PA 16838

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

3. On 10/16/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Book No. 1978, Page 228. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

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

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 01/21/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$62,051.61
Interest	\$2,319.52
12/21/2007 through 05/21/2008	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$212.56
10/21/1998 to 05/21/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$66,383.69
Escrow	
Credit	(\$720.21)
Deficit	\$0.00
Subtotal	<u>(\$720.21)</u>
TOTAL	\$65,663.48

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

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

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

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$65,663.48, together with interest from 05/21/2008 at the rate of \$15.26 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: Judith T. Romano
LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JENINE R. DAVEY, ESQUIRE
LAUREN R. TABAS, ESQUIRE
VIVEK SRIVASTAVA, ESQUIRE
JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

All that certain piece, parcel or lot of land situate in the Township of Bloom, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at corner of land now or formerly of Warren Charles and State Highway leading from Grampian to DuBois; thence along State Highway North thirteen (13 degrees) degrees thirty (30 minutes) minutes East one hundred seventy-nine (179.0 feet) feet to post; thence North fourteen (14 degrees) degrees East five hundred thirty-nine (539.0 feet) feet to post along Spring Run; thence along Spring Run South eighty-six (86 degrees) degrees West two hundred sixty-six (266.0 feet) feet to a post; thence South fourteen (14 degrees) degrees West six hundred sixty-two (662.0 feet) feet to post corner of Warren Charles and private lane; thence North seventy-two (72 degrees) degrees West two hundred sixty-six (266.0 feet) feet to place of beginning.

Containing four (4) acres and twenty-nine (29) perches, more or less.

BEING the same premises devised to the Grantors herein under the Will of Vince Shubert of record in Clearfield County.

BEING THE SAME PREMISES THE TITLE TO WHICH BECAME VESTED ON THE
MORTGAGORS HEREIN BY DEED OF:

GRANTOR: RICHARD L SHUBERT, H. ERDINE SHUBERT DALE L SHUBERT,
SYLVESTER S SHUBERT, NATALIE SHUBERT AND MATTHEW J SHUBERT

DEED DATE: 7-28-1972

RECORDED IN COUNTY OF: CLEARFIELD

VOLUME: 604 PAGE: 268

04208362150

PREMISES: RR 1 BOX 200 A/K/A 3682 CHESTNUT GROVE HIGHWAY

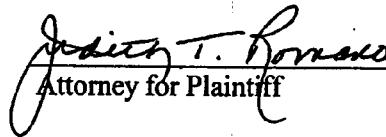
PARCEL: F09-000-00055

VERIFICATION

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

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

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



Attorney for Plaintiff

DATE: 5-22-08

Exhibit B

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

File Number: 178265
Attorney Firm: **Phelan, Hallinan & Schmieg, LLP**
Subject: Jack L. McCall & Connie L. McCall

Property Address: RR 1, Box 200, Grampian, PA 16838
Possible Mailing Address: (Jack L. McCall) 3682 Chestnut Grove Highway, Grampian, PA 16838

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

I. CREDIT INFORMATION

A. SOCIAL SECURITY NUMBER

Our search verified the following information to be true and correct

Jack L. McCall - xxx-xx-2150

Connie L. McCall - xxx-xx-1551

B. EMPLOYMENT SEARCH

Jack L. McCall & Connie L. McCall - A review of the credit reporting agencies provided no employment information.

C. INQUIRY OF CREDITORS

Our inquiry of creditors indicated that Jack L. McCall & Connie L. McCall reside(s) at: 3682 Chestnut Grove Highway, Grampian, PA 16838.

II. INQUIRY OF TELEPHONE COMPANY

A. DIRECTORY ASSISTANCE SEARCH

Our office contacted directory assistance, which had no listing for Jack L. McCall & Connie L. McCall.

B. On 05-07-08 our office made a telephone call to the phone number (814) 583-5818 and received the following information: wrong number. On 05-07-08 our office made several telephone calls to the phone number (814) 771-6706 and received the following information: answering machine. On 05-07-08 our office made several telephone calls to the phone number (814) 771-6706 and received the following information: no answer.

III. INQUIRY OF NEIGHBORS

On 05-07-08 our office made several phone calls in an attempt to contact Richard R. Heuser (814) 583-5586, RR 1, Grampian, PA 16838: no answer.

On 05-07-08 our office made several phone calls in an attempt to contact Beth A. Hoover (814) 277-6099, RR 1, Grampian, PA 16838: no answer

On 05-07-08 our office made several phone calls in an attempt to contact Ronald R. Itle (814) 236-1679, RR 1, Grampian, PA 16838: answering machine.

On 05-07-08 our office made a phone call in an attempt to contact Burdette L. Gelnett & Ella E. Gelnett (814) 236-0236, 1425 Chestnut Grove Highway, Grampian, PA 16838: spoke with an unidentified female who could not confirm that the subjects reside(s) at 3682 Chestnut Grove Parkway, Grampian, PA 16838.

On 05-07-08 our office made several phone calls in an attempt to contact Jennifer E. Rowles (814) 236-2519, 1277 Chestnut Grove Highway, Grampian, PA 16838: no answer.

On 05-07-08 our office made a phone call in an attempt to contact D. Dunsmore (814) 236-0320, 1296 Chestnut Grove Highway, Grampian, PA 16838: disconnected.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 05-07-08 we reviewed the National Address database and found the following information: Jack L. McCall - 3682 Chestnut Grove Highway, Grampian, PA 16838 & Connie L. McCall - RR 1, Grampian, PA 16838.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: (Jack L. McCall) 3682 Chestnut Grove Highway, Grampian, PA 16838.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Jack L. McCall & Connie L. McCall.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 05-07-08 Vital Records and all public databases have no death record on file for Jack L. McCall & Connie L. McCall.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Jack L. McCall & Connie L. McCall residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Jack L. McCall - 02-1951

Connie L. McCall - 05-1949

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

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

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

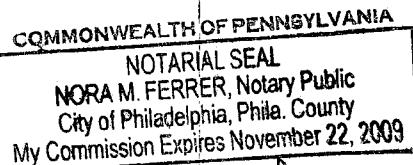
I hereby verify that the statements made herein are true and correct to the best of my knowledge, information and belief and that this affidavit of investigation is made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.



AFFIANT - Brendan Booth

Full Spectrum Legal Services, Inc.

Sworn to and subscribed before me this 7th day of May, 2008.



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

IND

PHELAN HALLINAN & SCHMIEG, LLP
One Penn Center at Suburban Station
1617 John F. Kennedy Boulevard – Suite 1400
PHILADELPHIA, PA 19103-1814
(215) 563-7000
Fax (215) 563-3352

UNITED STATES POSTAL SERVICE

May 5, 2008

POSTMASTER
GRAMPIAN, PA 16838

Request for Change of Address of Boxholder Information Needed for Service of Legal Process

Please furnish the new address or the name and street address (if a boxholder) for the following:

NAME: **MCCALL, JACK L. & MCCALL, CONNIE L.**
 ADDRESS: **3682 CHESTNUT GROVE PARKWAY, GRAMPIAN, PA 16838**
GRAMPIAN, PA 16838

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

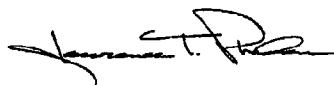
The following information is provided in accordance with 39 CFR 265.6(d)(4)(II). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and corresponding Administrative Support Manual 352.44a.

1. Capacity of Requester (e.g., process server, attorney, party representing self): **Attorney**
2. Statute or regulation that empowers me to serve (not required when requester is an attorney or a party acting pro se-except a corporation acting pro se must cite statute): **n/a**
3. The names of all parties to the litigation: **HOME LOAN SERVICES, INC. vs. MCCALL, JACK L. and MCCALL, CONNIE L.**
4. The court in which the case has been or will be heard: **Civil Division - CLEARFIELD County**
5. The docket or other identifying number if one has been issued: **NO.**
6. The capacity in which this individual is to be served: **Defendant in a Mortgage Foreclosure Action**

WARNING

THE SUBMISSION OF FALSE INFORMATION EITHER (1) TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

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



 Lawrence T. Phelan, ESQUIRE
 Attorney I.D. No. 32227

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

FOR POST OFFICE USE ONLY

 No change of address order on file

 Moved, left no forwarding address

 No such address

 Good as Addresses

NEW ADDRESS OR BOXHOLDER'S
 NAME AND STREET ADDRESS

PHS # 178265

POSTMARK

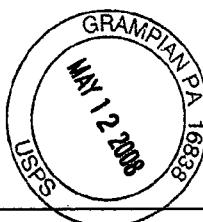


Exhibit C

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

Attorney for Plaintiff

National City Bank

: COURT OF COMMON PLEAS

vs.

Jack L. McCall
a/k/a Jack Lynn McCall
Connie L. McCall

: CIVIL DIVISION

: CLEARFIELD COUNTY

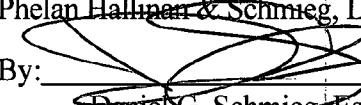
: NO. 08-952-CD

AFFIDAVIT OF SERVICE

Plaintiff's Counsel, Phelan Hallinan & Schmieg, LLP, does hereby swear and subscribe that it contacted the Sheriff's Office of Clearfield County on July 16, 2008 and was advised that the Sheriff was unable to complete personal service on Jack L. McCall a/k/a Jack Lynn McCall and Connie L. McCall at the mortgaged premises, RR1 Box 200 a/k/a 3682 Chestnut Grove Parkway, Grampian, PA 16838. On July 23, 2008 and August 5, 2008, the Plaintiff, by its Counsel, called the Sheriff's Office inquiring if a Return of Service was complete. The Sheriff's Office advised the Plaintiff's Counsel that they are behind with getting the returns typed up and out the door. However, they did confirm that the Defendant, Jack L. McCall a/k/a Jack Lynn McCall and Connie L. McCall, were not served at the mortgaged premises ,RR1 Box 200 a/k/a 3682 Chestnut Grove Parkway, Grmpian, PA 16838 because there no answer after numerous attempts.

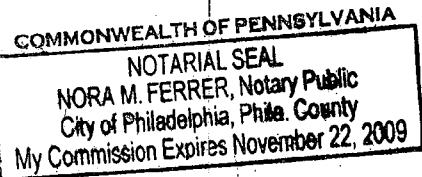
Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.

By:


Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me on this 5th day of August 2008


Notary Public



VERIFICATION

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

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

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

By: 
Daniel G. Schmieg, Esquire
Attorney for Plaintiff

Date: August 5, 2008

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

Attorney for Plaintiff

National City Bank

COURT OF COMMON PLEAS

vs.

Jack L. McCall
a/k/a Jack Lynn McCall
Connie L. McCall

CIVIL DIVISION

CLEARFIELD COUNTY

NO. 08-952-CD

CERTIFICATION OF SERVICE

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

Jack L. McCall a/k/a Jack Lynn McCall and Connie L. McCall
ER1 Box 200 a/k/a 3682 Chestnut Grove Parkway
Grampian, PA 16838

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

Date: August 5, 2008

Respectfully submitted,
Phelan Hallinan & Schmieg, L.L.P.
By: Daniel G. Schmieg, Esquire
Attorney for Plaintiff

CA

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

NATIONAL CITY BANK,
Plaintiff
vs.
JACK L. McCALL a/k/a JACK LYNN McCALL
CONNIE L. McCALL
Defendants

*
*
* NO. 08-952-CD
*
*

ORDER

NOW, this 7th day of August, 2008, the Plaintiff is granted leave to serve the
Complaint in Mortgage Foreclosure upon the Defendants **JACK L. McCALL a/k/a**
JACK LYNN McCALL and CONNIE L. McCALL by:

1. Publication one time in The Progress (Clearfield) and the Clearfield
County Legal Journal;
2. By first class mail to RR1, Box 200 a/k/a 3682 Chestnut Grove
Parkway, Grampian, PA 16838;
3. By certified mail, return receipt requested, to RR1, Box 200 a/k/a
3682 Chestnut Grove Parkway, Grampian, PA 16838; and
4. By posting the mortgaged premises known in this herein action as
RR1, Box 200 a/k/a 3682 Chestnut Grove Parkway, Grampian, PA
16838.

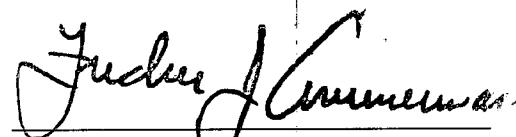
Service of the aforementioned publication and mailings is effective upon the
date of publication and mailing and is to be done by Plaintiff's attorney, who will file
Affidavits of Service with the Prothonotary of Clearfield County.

FILED

01 3:47 PM
AUG 08 2008

William A. Shaw
Prothonotary/Clerk of Courts
3cc:Atty Schmieg
610

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104199
NO: 08-952-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CITY BANK

VS.

DEFENDANT: JACK L. MCCALL aka JACK LYNN MCCALL and CONNIE L. MCCALL

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	696167	20.00
SHERIFF HAWKINS	PHELAN	696167	52.24

FILED

03:15pm

SEP 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

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

NATIONAL CITY BANK
Plaintiff

vs.

ATTORNEY FOR PLAINTIFF

COURT OF COMMON PLEAS
CIVIL DIVISION
CLEARFIELD COUNTY

JACK L. MCCALL
A/K/A JACK LYNN MCCALL
CONNIE L. MCCALL

Defendants

No. 08-952-CD

PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE

TO THE PROTHONOTARY:

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

By:


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

Date: October 29, 2008

/jmr, Svc Dept.
File# 178265

FILED
m 11:19a.m. 6K 1CC A/TY
OCT 31 2008 1 Reinstated Complaint
S William A. Shaw to Atty & Sheriff-2
Prothonotary/Clerk of Courts (61) reinst. comp

FILED
OCT 31 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK,
Plaintiff

*

*

*

Docket No. 08-952-CD

v.

JACK L. MCCALL, a/k/a
JACK LYNN MCCALL and
CONNIE L. MCCALL,
Defendants

*

*

*

*

Type of Pleading:
ENTRY OF APPEARANCE

Filed on Behalf of Defendants:
Jack L. McCall, a/k/a Jack Lynn McCall
and Connie L. McCall

Counsel of Record for
This Party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Eric E. Cummings, Esquire
PA I.D. No. 206194

110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

S
FILED 300
01/31/2008 Atty Cummings
NOV 26 2008
WM
William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK,
Plaintiff

*

*

*

*

Docket No. 08-952-CD

v.

*

*

*

JACK L. MCCALL, a/k/a
JACK LYNN MCCALL and
CONNIE L. MCCALL,
Defendants

*

*

*

*

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of Defendants, Jack L. McCall, a/k/a Jack Lynn McCall and Connie L. McCall, in the above referenced proceeding.

Respectfully submitted,



Eric E. Cummings, Esquire
Attorney for Defendants: Jack L. McCall,
a/k/a Jack Lynn McCall and Connie L. McCall

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-952-CD

NATIONAL CITY BANK

VS

JACK L. MCCALL aka JACK LYNN MCCALL and CONNIE L. MCCALL
COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 11/30/2008

HEARING:

PAGE: 104889

SERVICE # 1 OF 2

DEFENDANT: JACK L. MCCALL aka JACK LYNN MCCALL

ADDRESS: RR#1 BOX 200 AKA 3682 CHESTNUT GROVE PARKWAY
GRAMPIAN, PA 16838

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON JACK L. MCCALL aka JACK LYNN MCCALL,
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 MORTGAGE FORECLOSURE & ORDER FOR JACK L. MCCALL aka JACK LYNN MCCALL

AT (ADDRESS) _____

NOW 12-3-08 AT 3:30 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JACK L. MCCALL aka JACK LYNN MCCALL

REASON UNABLE TO LOCATE

Time Expired

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: James E. Davis Deputy Signature

James E. Davis
Print Deputy Name

5
FILED
03:35 PM
DEC 03 2008
WM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-952-CD

NATIONAL CITY BANK

vs

JACK L. MCCALL aka JACK LYNN MCCALL and CONNIE L. MCCALL
COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVICE # 2 OF 2

SERVE BY: 11/30/2008

HEARING:

PAGE: 104889

DEFENDANT: CONNIE L. MCCALL

ADDRESS: RR#1 BOX 200 AKA 3682 CHESTNUT GROVE/PARKWAY
GRAMPIAN, PA 16838

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON CONNIE L. MCCALL, 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 MORTGAGE FORECLOSURE & ORDER FOR CONNIE L. MCCALL

AT (ADDRESS) _____

NOW 12-3-08 AT 3:30 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CONNIE L. MCCALL

REASON UNABLE TO LOCATE Time Expired

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS SHERIFF

BY: James C. Davis

Deputy Signature

James E. Davis
Print Deputy Name

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

NATIONAL CITY BANK,
Plaintiff

v.

JACK L. MCCALL, a/k/a
JACK LYNN MCCALL and
CONNIE L. MCCALL,
Defendants

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Docket No. 08-952-CD

Type of Pleading:
DEFENDANTS' ANSWER AND NEW MATTER TO
PLAINTIFF'S COMPLAINT IN MORTGAGE
FORECLOSURE

Filed on Behalf of Defendants:
Jack L. McCall, a/k/a Jack Lynn McCall
and Connie L. McCall

Counsel of Record for
This Party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Eric E. Cummings, Esquire
PA I.D. No. 206194

110 N. Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611

5
FILED
01/30/2008 4CC
DEC 04 2008 Atty Cummings
S
William A. Shaw
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK,
Plaintiff

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Docket No. 08-952-CD

v.

JACK L. MCCALL, a/k/a
JACK LYNN MCCALL and
CONNIE L MCCALL,
Defendants

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*

**DEFENDANTS' ANSWER AND NEW MATTER TO PLAINTIFF'S
COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes Defendants, Jack L. McCall, a/k/a Jack Lynn McCall and Connie L. McCall, by and through his legal counsel, The Law Offices of Dwight L. Koerber, Jr., and files the within Answer and New Matter to Plaintiff's Complaint in Mortgage Foreclosure and in support thereof state as follows:

**DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT
IN MORTGAGE FORECLOSURE**

- (1) Admitted.
- (2) Admitted.
- (3) Admitted in part and denied in part. All averments relating to that which

is public record are denied insofar as they call for legal conclusion. It is admitted that Defendants' are the mortgagors of an executed mortgage recorded at the Register and Recorder's Office of Clearfield County, in Book No. 1978, Page 228.

(4) Admitted.

(5) Denied. To the contrary, Defendants, from September of 2005 until May of 2008, consistently continued to pay the agreed upon monthly payment for said mortgage. Moreover, this averment is denied in totality as it calls for legal conclusion.

Strict proof is demanded at trial. See New Matter.

(6) Denied. All principal, interest and costs claimed by Plaintiff are incorrect statements as they directly result from the wrongful actions of Plaintiff itself. Moreover, strict proof is demanded at trial. See New Matter.

(7) Denied. It is denied insofar as this averment calls for legal conclusion. Furthermore, the question as to the reasonableness of attorney's fees is beyond the knowledge and information of Defendants' which is sufficient to form a belief after a reasonable investigation. Moreover, See Answer to Paragraph six (6) herein.

(8) Denied, as this averment calls for a legal conclusion.

(9) Denied. Any inabilities of Defendants as alleged, are a direct result of the wrongful practices of by Plaintiff. Moreover, this averment is denied insofar as it calls for a legal conclusion. Strict proof is demanded at trial. See New Matter.

(10) Denied, as this averment calls for a legal conclusion.

WHEREFORE, Defendants pray that Plaintiff's Complaint in Mortgage Foreclosure be dismissed with prejudice.

**DEFENDANTS' NEW MATTER TO PLAINTIFF'S COMPLAINT
IN MORTGAGE FORECLOSURE**

In further support of their position stated herein, Defendants offer the following New Matter in response to Plaintiff's Complaint in Mortgage Foreclosure:

- (1) Enforcement of mortgage foreclosure is barred by the doctrine of estoppel, as Plaintiff and its agents incorrectly instructed Defendants as to how to properly make payments and bring his account current.
- (2) Enforcement of the mortgage document itself, recorded at the Clearfield County Register and Recorder's Office, Book No. 1978, Page 228, is barred by Plaintiff's failure to provide adequate notice of alleged default.
- (3) Enforcement by mortgage foreclosure is barred as Plaintiff has failed to properly utilize escrow funds provided by Defendants to Plaintiff so as to mitigate Plaintiff's incurrence of any and all interest and costs stated in Plaintiff's Complaint in Mortgage Foreclosure.
- (4) Enforcement by mortgage foreclosure is barred by Plaintiff's misuse of funds provided by Defendants to be applied exclusively to the principal balance due on said mortgage.
- (5) Plaintiff's claim is barred by inasmuch as it fails to set forth a cause of action upon which relief can be granted.
- (6) Defendants have a set off equal to the foreclosure complaint based upon the harm which Defendants have incurred as a result of the misinformation, misadvice,

misuse of funds and abusive practices of Plaintiff in wrongfully assessing penalties, increasing the interest rates, and assessing charges to Defendants.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint in Mortgage Foreclosure with prejudice.

Respectfully submitted,

The Law Offices of Dwight L. Koerber, Jr.

By:

Eric E. Cummings, Esquire Attorney for
Defendants: Jack L. McCall, a/k/a Jack
Lynn McCall and Connie L. McCall

VERIFICATION

I verify that the statements made in Defendants' Answer and New Matter to Plaintiff's Complaint in Mortgage Foreclosure are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.

Date: 12-4-08

Jack L. McCall

Jack L. McCall, a/k/a
Jack Lynn McCall

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

NATIONAL CITY BANK,
Plaintiff

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Docket No. 08-952-CD

v.

JACK L. MCCALL, a/k/a
JACK LYNN MCCALL and
CONNIE L. MCCALL,
Defendants

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*
*
*

CERTIFICATE OF SERVICE

This is to certify that on the 4th day of December, 2008, the undersigned served a certified copy of Defendants' Answer and New Matter to Plaintiff's Complaint in Mortgage Foreclosure in the above-captioned matter. Such document was served via United States First Class Mail upon counsel for Plaintiff:

Judith T. Romano, Esquire
PHELAN, HALLINAN & SCHMIEG, LLP
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103



Eric E. Cummings, Esquire
Attorney for Plaintiffs: Jack L. McCall,
a/k/a Jack Lynn McCall and Connie
L. McCall

FILED

DEC 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED
M 19, 2008
DEC 22 2008
No CC
GIO

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
BY: Chrisovalante P. Fliakos, Esquire
Identification No.: 94620
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

National City Bank
Plaintiff
vs.
Jack L. McCall
a/k/a Jack Lynn McCall
Connie L. McCall
Defendants

COURT OF COMMON PLEAS
Clearfield County
CIVIL DIVISION

No. 08-952-CD

PLAINTIFF'S REPLY TO DEFENDANTS' NEW MATTER

Plaintiff, National City Bank, by its attorney, Chrisovalante P. Fliakos, Esquire, hereby files the within Reply to New Matter of Defendants Jack L. McCall a/k/a Jack Lynn McCall and Connie L. McCall and in support thereof states as follows:

Plaintiff incorporates herein by reference the averments of paragraphs one (1) through ten (10) of its Complaint as if set forth herein at length.

1. Denied. The averments contained in paragraph one (1) contain a conclusion of law to which no response is necessary. By way of further response, after reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph one (1).

2. Denied. The averments contained in paragraph two (2) contain conclusions of law to which no response is necessary. By way of further response, Notices were sent to Defendants dated March 24, 2008. True and correct copies of the Notices are attached hereto, made part hereof and marked as Exhibit A.

3. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph three (3). Strict proof is demanded.

4. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph four (4). Strict proof is demanded.

5. Denied. The averments contained in paragraph five (5) contain conclusions of law to which no response is necessary. By way of further response, Plaintiff's Foreclosure Complaint is fully in compliance with Pa.R.C.P. 1147 which contains the requirements of a complaint in mortgage foreclosure.

6. Denied. The averments contained in paragraph six (6) are denied as conclusions of law to which no response is necessary. By way of further response, Defendants' bald allegations are not supported by specific facts and are merely an attempt to delay the foreclosure action. Furthermore, under Pennsylvania law, Defendants are not entitled to a set off in a mortgage foreclosure action.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor and against Defendant as requested in Plaintiff's Complaint.

Respectfully submitted,
PHELAN HALLINAN & SCHMIEG, LLP

Date: 12/19/08

BY:

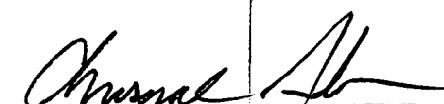

Chrisovalante P. Fliakos, Esquire
Attorney for Plaintiff

EXHIBIT "A"

CLEARFIELD
JACK L MCCALL
3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: Monday, March 24, 2008
JACK L MCCALL
TO: 3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

CONNIE L MCCALL
3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

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

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

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

STATEMENTS OF POLICY

JACK L MCCALL

CONNIE L MCCALL

HOMEOWNER'S NAME (S):

PROPERTY ADDRESS: RR 1 BOX 200 GRAMPIAN, PA 16838
LOAN ACCT. NO.: 8000008075
ORIGINAL LENDER: National City
CURRENT LENDER/SERVICER: National City Loan Services

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 three (33) 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 (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty three (33) 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 a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency 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 PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

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

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

NATURE OF THE DEFAULT-The MORTGAGE debt held by the above lender on your property located at: RR 1 BOX 200 GRAMPIAN, PA 16838 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: January 2008 thru March 2008 at \$716.85 per month.

Monthly Payments Plus Late Charges Accrued	\$2336.54
--	-----------

Total amount to cure default	\$2336.54*
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See paragraph below headed
"HOW TO CURE THE DEFAULT"

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS: N/A

***HOW TO CURE THE DEFAULT**-You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2336.54, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD.

As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (866) 858-3850 letter ID#77242. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

National City Loan Services

150 ALLEGHENY CENTER
PTTSBURGH, PA 15212

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY THREE (33) 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY THREE (33) 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 THREE (33) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER: National City Loan Services

150 ALLEGHENY CENTER
PITTSBURGH, PA 15212
(866) 858-3850 letter ID#77242
Collections Department

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 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, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days from receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty (30) days from receipt of this letter, the firm will send you the name and address of the original creditor if different from above.

Mailed by 1st Class mail and by certified Mail

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See paragraph below headed
"HOW TO CURE THE DEFAULT"

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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: RR 1 BOX 200 GRAMPIAN, PA 16838 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: January 2008 thru March 2008 at \$716.85 per month.

Monthly Payments Plus Late Charges Accrued	\$2336.54
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Total amount to cure default	\$2336.54*
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See paragraph below headed
"HOW TO CURE THE DEFAULT"

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS: N/A

***HOW TO CURE THE DEFAULT**-You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2336.54, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD.

As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (866) 858-3850 letter ID#77242. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

National City Loan Services

150 ALLEGHENY CENTER
PTTSBURGH, PA 15212

IF YOU DO NOT CURE THE DEFAULT-If you do not cure the default within THIRTY THREE (33) 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY THREE (33) 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 THREE (33) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER: National City Loan Services

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PITTSBURGH, PA 15212
(866) 858-3850 letter ID#77242
Collections Department

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 X may or _____ 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, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days from receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty (30) days from receipt of this letter, the firm will send you the name and address of the original creditor if different from above.

Mailed by 1st Class mail and by certified Mail

****This is an attempt to collect a debt. Any information obtained will be used for that purpose.****

****The following applies to any recipient of this notice who is entitled to the protection afforded by the 11 U.S.C. 362 of the United States Bankruptcy Code. Note: THIS NOTICE IS REQUIRED BY STATE LAW AND IS NOT A DEMAND FOR PAYMENT. IT IS SENT ONLY FOR THE PURPOSE OF NOTIFYING YOU OF CERTAIN RIGHTS THAT YOU MAY HAVE UNDER STATE LAW.****

CLEARFIELD COUNTY

C C C Service of N.E.P.A.

Craig Selner
800.922.9537
401 Laurel Street
Pittston PA 18640
Fax Number: 814.238.3669

CCCS of Western PA

Mary Loftus
888.511.2227
917 A Logan Blvd.
Altoona PA 16602
Fax Number: 412.390.1336

Indiana County Community Action Program

Randy Foster

724.465.2657

827 Water Street

Indiana PA 15701

Fax Number: 724.465.5118

Northern Cambria Group (NORCAM)

Vicki Vasile

814.948.4444

4200 Crawford Avenue S-200

Northern Cambria PA 15714

Fax Number: 814.943.4449

Rural Opportunities, Inc.

Michael Johnson

717.234.6616

1625 N. Front Street

Harrisburg PA 17102

Fax Number: 717.234.6692

Report last updated: 4/2/2008 10:17:45

CLEARFIELD
CONNIE L MCCALL
3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: Monday, March 24, 2008
CONNIE L MCCALL
TO: 3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

JACK L MCCALL
3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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 33 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

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

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

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

STATEMENTS OF POLICY

CONNIE L MCCALL

JACK L MCCALL

HOMEOWNER'S NAME (S):

PROPERTY ADDRESS: RR 1 BOX 200 GRAMPIAN, PA 16838
 LOAN ACCT. NO.: 8000008075
 ORIGINAL LENDER: National City
 CURRENT LENDER/SERVICER: National City Loan Services

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 three (33) 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 (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty three (33) 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 a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency 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.

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Monthly Payments Plus Late Charges Accrued	\$2336.54
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Total amount to cure default	\$2336.54*
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See paragraph below headed
"HOW TO CURE THE DEFAULT"

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National City Loan Services

150 ALLEGHENY CENTER
PTTSBURGH, PA 15212

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

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Total amount to cure default	\$2336.54*
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See paragraph below headed
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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 THREE (33) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER: National City Loan Services

150 ALLEGHENY CENTER
PITTSBURGH, PA 15212
(866) 858-3850 letter ID#77242
Collections Department

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 X may or _____ 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, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days from receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty (30) days from receipt of this letter, the firm will send you the name and address of the original creditor if different from above.

Mailed by 1st Class mail and by certified Mail

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

The following applies to any recipient of this notice who is entitled to the protection afforded by the 11 U.S.C. 362 of the United States Bankruptcy Code. Note: THIS NOTICE IS REQUIRED BY STATE LAW AND IS NOT A DEMAND FOR PAYMENT. IT IS SENT ONLY FOR THE PURPOSE OF NOTIFYING YOU OF CERTAIN RIGHTS THAT YOU MAY HAVE UNDER STATE LAW.

CLEARFIELD COUNTY

CCC Service of N.E.P.A.

Craig Seiner
800.922.9537
401 Laurel Street
Pittston PA 18640
Fax Number: 314.238.3669

CCCS of Western PA

Mary Loftus
888.511.2227
917 A Logan Blvd.
Altoona PA 16602
Fax Number: 412.390.1336

Indiana County Community Action Program

Randy Foster
724.465.2657
827 Water Street
Indiana PA 15701
Fax Number: 724.465.5118

Northern Cambria Group (NORCAM)

Vicki Vasile
814.948.4444
4200 Crawford Avenue S-200
Northern Cambria PA 15714
Fax Number: 814.948.4449

Rural Opportunities, Inc.

Michael Johnson
717.234.6616
1625 N. Front Street
Harrisburg PA 17102
Fax Number: 717.234.6692

Report last updated: 4/2/2008 10:17:45

VERIFICATION

Chrisovalante P. Fliakos, Esquire, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to make this verification, and that the statements made in the foregoing Reply to New Matter are true and correct to the best of his knowledge, information and belief.

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

PHELAN HALLINAN & SCHMIEG, LLP

Date: 12/19/08

BY:


Chrisovalante P. Fliakos, Esquire
Attorney for Plaintiff
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

PHELAN HALLINAN & SCHMIEG, LLP
BY: Chrisovalante P. Fliakos, Esquire
Identification No.: 94620
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

National City Bank

Plaintiff

vs.

Jack L. McCall
a/k/a Jack Lynn McCall
Connie L. McCall

Defendants

COURT OF COMMON PLEAS
Clearfield County
CIVIL DIVISION

No. 08-952-CD

CERTIFICATION OF SERVICE

I certify that a true and correct copy of Plaintiff's Reply to Defendants' New Matter was sent via first class mail to the person listed below on the date indicated:

Eric E. Cummings, Esquire
Law Offices of Dwight L. Koerber, Jr.
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

Date: 12/19/08


Chrisovalante P. Fliakos, Esquire
Attorney for Plaintiff

FILED

DEC 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104889
NO: 08-952-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: NATIONAL CITY BANK

VS.

DEFENDANT: JACK L. MCCALL aka JACK LYNN MCCALL and CONNIE L. MCCALL

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	744577	20.00
SHERIFF HAWKINS	PHELAN	744577	0.00

S
FILED
0/11/03 cm
FEB 17 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2009



Chester A. Hawkins
Sheriff

FILED
M11015901
MAR 26 2010
S (60)

William A. Shaw
Prothonotary/Clerk of Courts

Phelan Hallinan & Schmieg, LLP
Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
Jaime McGuinness, Esq., Id. No. 90134
Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
Courtenay R. Dunn, Esq., Id. No. 206779
Andrew C. Bramblett, Esq., Id. No. 208375
One Penn Center Plaza
Philadelphia, PA 19103
215-563-7000

NATIONAL CITY BANK

v.

JACK L. MCCALL A/K/A
JACK LYNN MCCALL
CONNIE L. MCCALL

COURT OF COMMON PLEAS
CIVIL DIVISION

NO. 08-952-CD

CLEARFIELD COUNTY

**SUGGESTION OF DEATH
RE: CONNIE L. MCCALL
AND RELEASE OF DEFENDANT'S LIABILITY**

COMMONWEALTH OF PENNSYLVANIA:

Plaintiff, NATIONAL CITY BANK, by its counsel, Phelan Hallinan & Schmieg, LLP, hereby certifies that, to the best of its knowledge, information and belief, that Connie L. McCall is deceased -- date of death August 30, 2004. Plaintiff hereby releases Connie L. McCall from liability for the debt secured by the mortgage.

As the property is owned by defendants Jack L. McCall a/k/a Jack Lynn McCall and Connie L. McCall as tenants by entireties, upon the death of Connie L. McCall, Jack McCall a/k/a Jack L. McCall became sole owner of the mortgaged premises as surviving tenant by entirety.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

Lawrence T. Phelan, Esq., Id. No. 32227
Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
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Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
Courtenay R. Dunn, Esq., Id. No. 206779
Andrew C. Bramblett, Esq., Id. No. 208375

Attorneys for Plaintiff

I hereby certify that a true and correct copy of Suggestion of Death Re: Connie L. McCall was sent via first class mail to the following on the date listed below:

Jack L. McCall
RR 1 Box 200 a/k/a
3682 Chestnut Grove Parkway
Grampian, PA 16838

Eric E. Cummings, Esq.
110 North 2nd Street
P.O. Box 1320
Clearfield, PA 16830

Dated: 3/23/2010

By: Jul

Lawrence T. Phelan, Esq., Id. No. 32227
✓ Francis S. Hallinan, Esq., Id. No. 62695
Daniel G. Schmieg, Esq., Id. No. 62205
Michele M. Bradford, Esq., Id. No. 69849
Judith T. Romano, Esq., Id. No. 58745
Sheetal R. Shah-Jani, Esq., Id. No. 81760
Jenine R. Davey, Esq., Id. No. 87077
Lauren R. Tabas, Esq., Id. No. 93337
Vivek Srivastava, Esq., Id. No. 202331
Jay B. Jones, Esq., Id. No. 86657
Peter J. Mulcahy, Esq., Id. No. 61791
Andrew L. Spivack, Esq., Id. No. 84439
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Chrisovalante P. Fliakos, Esq., Id. No. 94620
Joshua I. Goldman, Esq., Id. No. 205047
Courtenay R. Dunn, Esq., Id. No. 206779
Andrew C. Bramblett, Esq., Id. No. 208375

Attorneys for Plaintiff

FILED

MAR 26 2010

William A. Shaw
Prothonotary/Clerk of Courts

KML Law Group, P.C.

BY: THOMAS I. PULEO, ESQUIRE
Attorney I.D. #27615
Suite 5000 – BNY Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322

NATIONAL CITY BANK

vs.

CONNIE MCCALL and
JACK MCCALL a/k/a JACLY LYNN MCCALL
Mortgagor(s) and Record Owner(s)
3682 Chestnut Grove Highway
a/k/a RD 1 Box 200
Grampian, PA 16838

ATTORNEY FOR PLAINTIFF

FILED

JAN 12 2012

W/12/05/12
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

NO. 08-952-CD

PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT

AND NOW, this Plaintiff moves this Court for Summary Judgment in accordance with
Pennsylvania Rule of Civil Procedure No. 1035.1 et seq. for the following reasons:

1. Plaintiff is NATIONAL CITY BANK (hereinafter "Plaintiff").
2. Defendants are CONNIE MCCALL and JACK MCCALL a/k/a JACLY LYNN
MCCALL (hereinafter "Defendants").
3. Plaintiff filed its Complaint in mortgage foreclosure on May 23, 2008. A true and
correct copy of the Complaint is attached hereto as Exhibit "A".
4. Defendants filed an Answer with New Matter on or about December 4, 2008,
which does not raise any issue of material fact. Plaintiff has replied to the New Matter. True
and correct copies of the Answer with New Matter and Reply to New Matter are attached hereto
as Exhibits "B" and "C", respectively.

5. Plaintiff has attached an Affidavit to the instant Motion that avers all facts necessary to prove a prima facie case in mortgage foreclosure and that corroborates the facts as plead in Plaintiff's Complaint. See Plaintiff's attached Affidavit and Memorandum of Law.

WHEREFORE, Plaintiff moves for Summary Judgment in its favor.

Respectfully submitted,
KML Law Group, P.C.



THOMAS I. PULEO, ESQUIRE
ATTORNEY FOR PLAINTIFF

KML Law Group, P.C.
Suite 5000 -BNY Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff

NATIONAL CITY BANK
150 ALLEGHENY CENTER MALL
IDC-24-050
PITTSBURGH, PA 15212

vs.

CONNIE MCCALL and JACK MCCALL a/k/a
JACLY LYNN MCCALL
Mortgagors and Record Owners
3682 Chestnut Grove Highway a/k/a RD 1 Box 200
Grampian, PA 16838

IN THE COURT OF COMMON
PLEAS
OF CLEARFIELD COUNTY

NO. 08-952-CD

AFFIDAVIT IN SUPPORT OF PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT

Jason T. Banks, being duly sworn according to law, deposes and says:

1. I am a Deputy Clerk at Select Portfolio Servicing, servicer for the Plaintiff. I am authorized to make and do make this affidavit on behalf of Plaintiff. Select Portfolio Servicing, Inc.'s regular business practice is to maintain a computer record (the "Loan Records") of acts, transactions, payments, communications, escrow account activity, disbursements, events, and analyses (the "Loan Transactions") with respect to the mortgage loans which Select Portfolio Servicing, Inc. services. The Loan Records are prepared by persons with personal knowledge of the Loan Transactions at or near the time the Loan Transactions occur. I have access to the Loan Records maintained with respect to the subject loan. Based upon those records, I am personally familiar with the subject loan. I have personal knowledge of the facts contained in this affidavit and affirm that the facts set forth in the foregoing Motion for Summary

Judgment are true and correct to the best of my knowledge, information and belief. I make this affidavit in support of Plaintiff's Motion for Summary Judgment, and aver that I am competent to testify to the matters stated herein.

2. The Loan Records reflect that the Defendants, CONNIE MCCALL and JACK MCCALL a/k/a JACLY LYNN MCCALL, made, executed and delivered a Mortgage upon the premises, 3682 Chestnut Grove Highway a/k/a RD 1 Box 200, Grampian, PA 16838, on October 16, 1998 to NATIONAL CITY BANK.

3. The mortgage is held by Plaintiff, NATIONAL CITY BANK. The mortgage has not been assigned.

4. The Loan Records reflect that the Mortgage is in default because monthly payments of principal and interest due January 21, 2008 and each month thereafter are due and unpaid. The Loan Records reflect that at no time from January 21, 2008 to the present have the Defendants tendered the amount of payments required to bring the Mortgage current and that Select Portfolio Servicing, Inc. has at all times been willing to accept same.

5. The Loan Records reflect that a Notice of Intention to Foreclose as set forth in Act 6 of 1974 and a Notice of Homeowners' Emergency Mortgage Assistance pursuant to Act 91 of 1983 have been sent to Defendants by Certified and regular mail, as required by the Commonwealth of Pennsylvania, on the dates set forth in the true and correct copy of such notices attached as Exhibit "B" to Plaintiff's Complaint. The Loan Records reflect that the Defendants have not had the required face-to-face meeting with Plaintiff regarding the subject loan, and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

6. The Loan Records reflect that the amounts due and owing on the mortgage in question as of December 31, 2011 are as follows:

Principal Balance	\$54,065.16
Interest from 12/21/2007 through 12/31/2011 at 9.0000%.....	\$18,499.75
Late Charges	\$611.11
Cost of Suit and Title Search	\$3,488.42
Escrow Advance	\$7,177.73
Suspense Balance.....	(\$694.41)
Attorney's Fees	\$1,652.00
Bankruptcy Attorney Fees	\$900.00
Bankruptcy Attorney Costs.....	\$150.00
Broker's Price Opinion	\$150.00
Payment Shortage	\$0.85

\$86,000.61

7. Payments were properly applied and credited to the outstanding monthly installments due. An audit of the loan adjustments were made as to the application of principal and interest, thereby reducing the amount of the outstanding principal.

I hereby verify that any and all exhibits attached to the Motion for Summary Judgment are true and correct copies of the originals and I declare all of the foregoing to be true and correct.

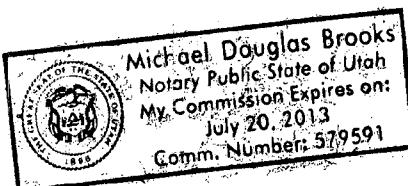

Name: *Jason Baker*
Title: *Document Control Officer*

SWORN TO AND SUBSCRIBED:

before me this 13 day:

of Dec 2011, 2011:

Michael Douglas Brooks
Notary Public



KML Law Group, P.C.

BY: THOMAS I. PULEO, ESQUIRE
Attorney I.D. #27615
Suite 5000 – BNY Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322

ATTORNEY FOR PLAINTIFF

NATIONAL CITY BANK

vs.

CONNIE MCCALL and JACK MCCALL
a/k/a JACLY LYNN MCCALL
Mortgagor(s) and Record Owner(s)
3682 Chestnut Grove Highway
a/k/a RD 1 Box 200
Grampian, PA 16838

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

NO. 08-952-CD

**PLAINTIFF'S MEMORANDUM OF LAW
IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

I. PROCEDURAL HISTORY

This is an Action of Mortgage Foreclosure brought against the Defendants who are the Mortgagors and Real Owners of the real property located at 3682 Chestnut Grove Highway a/k/a RD 1 Box 200, Grampian, PA 16838 ("Property").

Plaintiff filed a Complaint and Defendants filed an Answer and New Matter. Plaintiff has replied to the New Matter and now moves for Summary Judgment.

This memorandum is offered in support of the Motion.

II. LEGAL ARGUMENT

Summary judgment is governed by Pa.R.C.P. 1035.1 et. seq., Pa.R.C.P. 1035.2 provides that "After the relevant pleadings are closed, but within such time as not to unreasonably delay trial, any party may move for summary judgment...." Summary judgment is appropriate to be entered:

(1) whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense..." Pa.R.C.P. 1035.2(1). Pa.R.C.P. No. 1141 notes that the foregoing assumption rule shall apply to Actions of Mortgage Foreclosure.

Pa.R.C.P. 1035.2(2) requires the party who opposes the motion to provide the Court, in response to the motion, with "...evidence of facts essential to the . . . defense which, in a jury trial, would require the issues to be submitted to a jury." Specifically, Pa.R.C.P. 1035.3 states, in pertinent part:

(a) The adverse party may not rest upon the mere allegations or denials of the pleadings but must file a response within thirty days after service of the motion identifying

(1) one or more issues of fact arising from evidence in the record controverting the evidence cited in support of the motion or from a challenge to the credibility of one or more witnesses testifying in support of the motion...

Plaintiff has included an affidavit in support of its Motion for Summary Judgment, pursuant to Pa. R. C. P. 1035.4, which states in relevant part:

Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the signer is competent to testify to the matters stated therein. Verified or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions, answers to interrogatories, or further affidavits.

The only issue before the Court is whether Defendant's Answer raises any legal or factual issue, which provides a basis for denying Plaintiff its request for summary judgment. Plaintiff respectfully suggests it does not.

Defendants admit paragraph 1 of the Complaint, specifically the identity and location of Plaintiff.

Defendants admit paragraph 2 of the Complaint, specifically the identities and residence of Defendants.

In paragraphs 3 of the Answer, Defendants admit in part and deny in part. Defendants admit the making, execution, and recording information of the subject mortgage, but deny as a conclusion of law the execution and assignment of the mortgage. The execution and assignment of the mortgage, the recording information and the legal description of the Property are matters of public record and may not be denied for lack of knowledge. See, Goodrich Amram 2d, Section 1029(c):1 at p.p. 279-80. Accordingly, said lack of knowledge denials, constitute admissions.

Defendants admit paragraph 4 of the Complaint, specifically the legal description of the subject property.

Paragraphs 5 and 6 of the Complaint contain the specific averments of default and amounts due and owing upon the mortgage required to be averred in actions of mortgage foreclosure as set forth in Pa.R.C.P. No. 1147(4) and (5).

Defendants deny the default and generally dispute the amount owed. Pa.R.C.P. 1029(c) requires Defendants to dispute Plaintiff's allegations with some specificity. Defendants have not done so. Defendants deny that the amounts claimed due and unpaid are accurate. Defendants answer these specific averments by stating they made payments from September, 2005 through May, 2008. It should be very easy for Defendant to specifically prove that the mortgage account is current. They simply have to attach to their response to this motion copies of cancelled checks for the period from January, 2008 to date (January, 2011).

Defendants make no specific response whatsoever regarding Defendants' failure to tender monthly payments or the amounts due and owing. Defendants cannot simply invoke Pa. R.C.P. 1029(c) when Defendants, as well as Plaintiff, have knowledge, or should have independent knowledge of the mortgage account. Further, as case law assumes that Defendants have knowledge of their own mortgage account, Defendants are deemed to have admitted these specific allegations of default by failing to deny the allegations with any specificity. See First Wisconsin Trust Company vs. Strausser and Perlberger, 653 A.2d 688 (Pa.Super. 1995); New York Guardian Mortgagee Corporation vs. Dietzel, 524 A.2d 951 (Pa. Super 1987) Cercone vs. Cercone, 386 A.2d 1 (1978); Pa. R. C. P. No. 1029.

The lack of specific, detailed response to Plaintiff's specific averments of defaults constitutes an admission of the default and amounts due and owing upon the mortgage. See, New York Guardian Mortgagee Corporation vs. Dietzel, 362 Pa. Super 426, 524 A.2d 951 (Pa. Super 1987).

Thus, Plaintiff respectfully suggests this Honorable Court should conclude, based upon the deemed admissions of the Defendants and the verified facts of Plaintiff in its affidavit in support of its Motion, that Plaintiff is entitled to summary judgment.

Defendants' general denials that the damages are incorrectly calculated are not a basis to deny Plaintiff judgment as a matter of law. Default in an action of mortgage foreclosure is an absolute. Once default under the terms of the mortgage has been established, the court must enter judgment in favor of the holder of the mortgage. The question of accounting is saved for another day, specifically, after a Sheriff's Sale of the Property. The Supreme Court of Pennsylvania held in Landau vs. Western Pennsylvania National Bank, 445 Pa. 217, 282 A.2d. 335 (1971):

The mortgagors are unquestionably entitled to an accounting, but that accounting is not due until the property is sold at Sheriff's Sale and distribution of the proceeds is made. Judgment in mortgage foreclosure action must be entered for a sum certain or no execution could ever issue on it. 445 Pa. at 226, 282 A.d. at 335.

This Supreme Court decision directs a court to enter summary judgment in favor of the plaintiff/mortgagee where the defendant/mortgagor admits the default upon the mortgage. Landau vs. W. Pa. Nat. Bank, 455, Pa. 217, 255-266, 282 A. 2d 335, 340 (1971).

Pennsylvania Courts have long and repeatedly upheld the reasonableness and enforceability of a request in an action of mortgage foreclosure for attorney's fees equal to 5% of the principal balance of the mortgage as demanded in Plaintiff's Complaint at paragraphs 6 and 7. Robinson vs. Loomis, 51 Pa. 78 (1865); Galligan vs. Heath, 260 Pa. 457 (1919); Foulke vs. Hatfield Fair Grounds Bazaar, Inc., 196 Pa. Super Ct, 155 (1961); First Federal S&L Assn. vs. Street Road Shopping Center, 68 D & C 2d 751, 75 (Bucks County) (1974). Regardless, Plaintiff has included attorney's fees and costs in this motion

Moreover, as further explained in Paragraph 7 of Plaintiff's Complaint, the attorney's fees demanded in Paragraph 6 of Plaintiff's Complaint would only be collected in the event of a third party purchaser at Sheriff's Sale. Defendants continue to have the option of paying all arrears and costs up to one hour before the Sheriff's Sale in conformity with the provisions of Act 6 in which case attorney's fees will be assessed based on work actually performed. See, Pennsylvania Act 6 of 1974, 41 P.S. Section 401 et. seq. Regardless, Plaintiff has included in its Affidavit in Support of this Motion only actual attorney's fees and costs incurred through December 31, 2011.

Defendants generally deny paragraph 8 of the Complaint. Plaintiff submits, in paragraph 8 of its Complaint that Plaintiff is not seeking a judgment of personal liability (or in personam judgment) against the Defendants in this action but reserves its right to bring a separate action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this action of mortgage foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

Defendants invoke Pa.R.C.P. 1029 to generally deny paragraph 9 of the Complaint as to Plaintiff's compliance with Act 91. This denial is insufficient as a matter of law. Plaintiff complied with Act 91 of 1983 by sending the required notices, averred that fact in its Complaint, verified that fact under penalty of perjury on two occasions and attached copies of the Act 91 Notices to its Reply to the Defendants' New Matter. The required Act 91 Notice was sent by Plaintiff on March 24, 2008. (See, Exhibit A of Plaintiff's Reply to New Matter).

Defendants deny paragraph 10 of Plaintiff's Complaint as a conclusion of law, specifically that this action does not come under Act 6 of 1974 because the original mortgage amount exceeds \$50,000.00. Since the mortgage is greater than \$50,000.00, Act 6 of 1974 does not apply. A

“residential mortgage” as defined by Pennsylvania Act No. 69 of 1974, 41 P.S. §101, means “an obligation to pay a sum of money in an original bona fide principal amount of fifty thousand dollars (\$50,000) or less, evidenced by a security document and secured upon a lien upon real property located within this Commonwealth containing two or fewer residential units or on which two or fewer residential units are to be constructed and shall include such an obligation on a residential condominium unit”. Where such a mortgage exists, the mortgagor is entitled to certain protections under the Act, including a notice of intention to foreclose as required by Section 403, 41 P.S. §403. Where the mortgage is in excess of \$50,000, the provisions of this Act do not apply. Beckett v. Laux, 395 Pa.Super 563, 577 A.2d 1341 (1990); In re Fricker, 115 B.R. 809 (E.D. Pa. 1990). Since the mortgage in this case in an amount in excess of \$50,000, Plaintiff is not required to provide Defendant with a notice of intention to foreclose in accordance with the provisions of Act 6.

Further, with regard to Defendants’ New Matter, paragraphs 1 through 6, these allegations are mere conclusions with no specific facts plead in support of Defendants’ theory and provide no basis to deny Plaintiff’s Motion for Summary Judgment. Accordingly, no genuine issue of fact is raised.

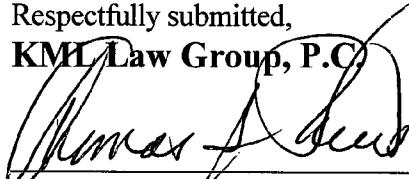
III. CONCLUSION

All material averments of the within motion are verified in the attached signed and sworn affidavit pursuant to Pa.R.C.P. No. 1035. Defendants cannot simply rely upon the averments of the Answer with New Matter to raise an issue of fact. Phaff v. Gerner, 303 A.2d 826, 451 Pa. 146 (1973). Accordingly, Defendants’ Answer with New Matter admits all material facts, there are no issues of material fact and the Court should grant Plaintiff’s Motion for Summary Judgment.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in its favor and against Defendants as prayed for in Plaintiff's Complaint.

Respectfully submitted,

KML Law Group, P.C.

BY: 

THOMAS I. PULEO, ESQUIRE

ATTORNEY FOR PLAINTIFF

KML Law Group, P.C.

BY: THOMAS I. PULEO, ESQUIRE
Attorney I.D. #27615
Suite 5000 – BNY Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322

ATTORNEY FOR PLAINTIFF

NATIONAL CITY BANK

vs.

CONNIE MCCALL and JACK MCCALL
a/k/a JACLY LYNN MCCALL
Mortgagor(s) and Record Owner(s)
3682 Chestnut Grove Highway
a/k/a RD 1 Box 200
Grampian, PA 16838

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

NO. 08-952-CD

EXHIBIT LIST**

- A. Complaint
- B. Answer with New Matter
- C. Reply to New Matter
- D. Mortgage
- E. Assignment of Mortgage
- F. Note
- G. Collection Notes

**These exhibits have been redacted to remove all personally identifiable information of Defendants.

A

MAY 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP
LAWRENCE T. PHELAN, ESQ., Id. No. 32227
FRANCIS S. HALLINAN, ESQ., Id. No. 62695
DANIEL G. SCHMIEG, ESQ., Id. No. 62205
MICHELE M. BRADFORD, ESQ., Id. No. 69849
JUDITH T. ROMANO, ESQ., Id. No. 58745
SHEETAL SHAH-JANI, ESQ., Id. No. 81760
JENINE R. DAVEY, ESQ., Id. No. 87077
LAUREN R. TABAS, ESQ., Id. No. 93337
VIVEK SRIVASTAVA, ESQ., Id. No. 202331
JAY B. JONES, ESQ., Id. No. 86657
PETER MULCAHY, ESQ., Id. No. 61791
ANDREW SPIVACK, ESQ., Id. No. 84439
JAIME MCGUINNESS, ESQ., Id. No. 90134
ONE PENN CENTER PLAZA, SUITE 1400
PHILADELPHIA, PA 19103
(215) 563-7000 178265

ATTORNEY FOR PLAINTIFF

NATIONAL CITY BANK
150 ALLEGHENY CENTER MALL
IDC 24-050
PITTSBURGH, PA 15212

COURT OF COMMON PLEAS

Plaintiff

CIVIL DIVISION

v.

TERM

NO. 08-052-CD

CLEARFIELD COUNTY

JACK L. MCCALL
A/K/A JACK LYNN MCCALL
CONNIE L. MCCALL
RR 1 BOX 200
A/K/A 3682 CHESTNUT GROVE PARKWAY
GRAMPIAN, PA 16838
Defendants

ATTORNEY FILE COPY
FILE AND RETURN

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

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

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

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

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

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

1. Plaintiff is

NATIONAL CITY BANK
150 ALLEGHENY CENTER MALL
IDC 24-050
PIITSBURGH, PA 15212

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

JACK L. MCCALL
A/K/A JACK LYNN MCCALL
CONNIE L. MCCALL
RR 1 BOX 200
A/K/A 3682 CHESTNUT GROVE PARKWAY
GRAMPIAN, PA 16838

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

3. On 10/16/1998 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Book No. 1978, Page 228. The mortgage and assignment(s), if any, are matters of public record and are incorporated herein by reference in accordance with Pa.R.C.P. 1019(g); which Rule relieves the Plaintiff from its obligations to attach documents to pleadings if those documents are of public record.

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

5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 01/21/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$62,051.61
Interest	\$2,319.52
12/21/2007 through 05/21/2008	
Attorney's Fees	\$1,250.00
Cumulative Late Charges 10/21/1998 to 05/21/2008	\$212.56
Cost of Suit and Title Search	\$550.00
Subtotal	\$66,383.69
Escrow	
Credit	(\$720.21)
Deficit	\$0.00
Subtotal	(\$720.21)
TOTAL	\$65,663.48

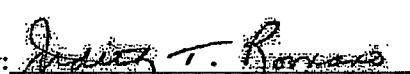
7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's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

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

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$65,663.48, together with interest from 05/21/2008 at the rate of \$15.26 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: 

LAWRENCE T. PHELAN, ESQUIRE
FRANCIS S. HALLINAN, ESQUIRE
DANIEL G. SCHMIEG, ESQUIRE
MICHELE M. BRADFORD, ESQUIRE
JUDITH T. ROMANO, ESQUIRE
SHEETAL R. SHAH-JANI, ESQUIRE
JENINE R. DAVEY, ESQUIRE
LAUREN R. TABAS, ESQUIRE
VIVEK SRIVASTAVA, ESQUIRE
JAY B. JONES, ESQUIRE
PETER MULCAHY, ESQUIRE
ANDREW SPIVACK, ESQUIRE
JAIME MCGUINNESS, ESQUIRE
Attorneys for Plaintiff

LEGAL DESCRIPTION

All that certain piece, parcel or lot of land situate in the Township of Bloom, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at corner of land now or formerly of Warren Charles and State Highway leading from Grampian to DuBois; thence along State Highway North thirteen (13 degrees) degrees thirty (30 minutes) minutes East one hundred seventy-nine (179.0 feet) feet to post; thence North fourteen (14 degrees) degrees East five hundred thirty-nine (539.0 feet) feet to post along Spring Run; thence along Spring Run South eighty-six (86 degrees) degrees West two hundred sixty-six (266.0 feet) feet to a post; thence South fourteen (14 degrees) degrees West six hundred sixty-two (662.0 feet) feet to post corner of Warren Charles and private lane; thence North seventy-two (72 degrees) degrees West two hundred sixty-six (266.0 feet) feet to place of beginning.

Containing four (4) acres and twenty-nine (29) perches, more or less.

BEING the same premises devised to the Grantors herein under the Will of Vince Shubert of record in Clearfield County.

BEING THE SAME PREMISES THE TITLE TO WHICH BECAME VESTED ON THE MORTGAGORS HEREIN BY DEED OF:

GRANTOR: RICHARD L SHUBERT, H. ERDINE SHUBERT DALE L SHUBERT, SYLVESTER S SHUBERT, NATALIE SHUBERT AND MATTHEW J SHUBERT

DEED DATE: 7-28-1972

RECORDED IN COUNTY OF: CLEARFIELD

VOLUME: 604

PAGE: 268

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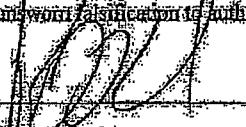
PREMISES: RR 1 BOX 200 A/K/A 3682 CHESTNUT GROVE HIGHWAY

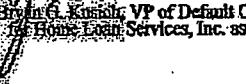
PARCEL: F09-000-00055

VERIFICATION

Bryan G. Kusich hereby states that he/she is

Vice President of HOME LOAN SERVICES, INC., AS SERVICING AGENT TO THE INVESTOR, servicing agent for Plaintiff in this matter, that he/she is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her knowledge, information and belief. The undersigned further states that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to misrepresentation or false statement.

Name: 
Bryan G. Kusich, VP of Default Operations

Title: 

DATE: 

Company: HOME LOAN SERVICES, INC.,
AS SERVICING AGENT TO THE
INVESTOR

Loan: 8000008075

File #: 178265

B

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

NATIONAL CITY BANK,
Plaintiff

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Docket No. 08-952-CD

V.

JACK L. MCCALL, a/k/a
JACK LYNN MCCALL and
CONNIE L MCCALL,
Defendants

*

**DEFENDANTS' ANSWER AND NEW MATTER TO PLAINTIFF'S
COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW, comes Defendants, Jack L. McCall, a/k/a Jack Lynn McCall and Connie L. McCall, by and through his legal counsel, The Law Offices of Dwight L. Koerber, Jr., and files the within Answer and New Matter to Plaintiff's Complaint in Mortgage Foreclosure and in support thereof state as follows:

**DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT
IN MORTGAGE FORECLOSURE**

- (1) Admitted.
- (2) Admitted.
- (3) Admitted in part and denied in part. All averments relating to that which is public record are denied insofar as they call for legal conclusion. It is admitted that Defendants' are the mortgagors of an executed mortgage recorded at the Register and Recorder's Office of Clearfield County, in Book No. 1978, Page 228.

(4) Admitted.

(5) Denied. To the contrary, Defendants, from September of 2005 until May of 2008, consistently continued to pay the agreed upon monthly payment for said mortgage. Moreover, this averment is denied in totality as it calls for legal conclusion. Strict proof is demanded at trial. See New Matter.

(6) Denied. All principal, interest and costs claimed by Plaintiff are incorrect statements as they directly result from the wrongful actions of Plaintiff itself. Moreover, strict proof is demanded at trial. See New Matter.

(7) Denied. It is denied insofar as this averment calls for legal conclusion. Furthermore, the question as to the reasonableness of attorney's fees is beyond the knowledge and information of Defendants' which is sufficient to form a belief after a reasonable investigation. Moreover, See Answer to Paragraph six (6) herein.

(8) Denied, as this averment calls for a legal conclusion.

(9) Denied. Any inabilities of Defendants as alleged, are a direct result of the wrongful practices of by Plaintiff. Moreover, this averment is denied insofar as it calls for a legal conclusion. Strict proof is demanded at trial. See New Matter.

(10) Denied, as this averment calls for a legal conclusion.

WHEREFORE, Defendants pray that Plaintiff's Complaint in Mortgage
Foreclosure be dismissed with prejudice.

**DEFENDANTS' NEW MATTER TO PLAINTIFF'S COMPLAINT
IN MORTGAGE FORECLOSURE**

In further support of their position stated herein, Defendants offer the following New Matter in response to Plaintiff's Complaint in Mortgage Foreclosure:

- (1) Enforcement of mortgage foreclosure is barred by the doctrine of estoppel, as Plaintiff and its agents incorrectly instructed Defendants as to how to properly make payments and bring his account current.
- (2) Enforcement of the mortgage document itself, recorded at the Clearfield County Register and Recorder's Office, Book No. 1978, Page 228, is barred by Plaintiff's failure to provide adequate notice of alleged default.
- (3) Enforcement by mortgage foreclosure is barred as Plaintiff has failed to properly utilize escrow funds provided by Defendants to Plaintiff so as to mitigate Plaintiff's incurrence of any and all interest and costs stated in Plaintiff's Complaint in Mortgage Foreclosure.
- (4) Enforcement by mortgage foreclosure is barred by Plaintiff's misuse of funds provided by Defendants to be applied exclusively to the principal balance due on said mortgage.
- (5) Plaintiff's claim is barred by inasmuch as it fails to set forth a cause of action upon which relief can be granted.
- (6) Defendants have a set off equal to the foreclosure complaint based upon the harm which Defendants have incurred as a result of the misinformation, misadvice,

misuse of funds and abusive practices of Plaintiff in wrongfully assessing penalties, increasing the interest rates, and assessing charges to Defendants.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint in Mortgage Foreclosure with prejudice.

Respectfully submitted,

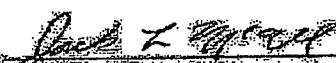
The Law Offices of Dwight L. Koerber, Jr.


Eric E. Cummings, Esquire, Attorney for
Defendants: Jack L. McCall, a/k/a Jack
Lynn McCall and Connie L. McCall

VERIFICATION

I verify that the statements made in Defendants' Answer and New Matter to Plaintiff's Complaint in Mortgage Foreclosure are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsifications to authorities.

Date: 12-4-08


Jack L. McCall, a/k/a
Jack Lynn McCall

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

**NATIONAL CITY BANK,
Plaintiff**

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Docket No. 08-952-CD

vs.

JACK L. MCCALL, a/k/a
JACK LYNN MCCALL and
CONNIE L. MCCALL,
Defendants

CERTIFICATE OF SERVICE

This is to certify that on the 4th day of December, 2008, the undersigned served a certified copy of Defendants' Answer and New Matter to Plaintiff's Complaint in Mortgage Foreclosure in the above-captioned matter. Such document was served via United States First Class Mail upon counsel for Plaintiff:

Judith T. Romano, Esquire
PHELAN, HALLINAN & SCHMIEG, LLP
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103


Eric E. Cummings, Esquire
Attorney for Plaintiffs: Jack L. McCall,
a/k/a Jack Lynn McCall and Connie
L. McCall

C

PHELAN HALLINAN & SCHMIEG, LLP
BY: Chrisovalante P. Fliakos, Esquire
Identification No.: 94620
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

National City Bank
Plaintiff

COURT OF COMMON PLEAS
Clearfield County
CIVIL DIVISION

vs.

Jack L. McCall
a/k/a Jack Lynn McCall
Connie L. McCall
Defendants

No. 08-952-CD

PLAINTIFF'S REPLY TO DEFENDANTS' NEW MATTER

Plaintiff, National City Bank, by its attorney, Chrisovalante P. Fliakos, Esquire, hereby files the within Reply to New Matter of Defendants Jack L. McCall a/k/a Jack Lynn McCall and Connie L. McCall and in support thereof states as follows:

Plaintiff incorporates herein by reference the averments of paragraphs one (1) through ten (10) of its Complaint as if set forth herein at length.

1. Denied. The averments contained in paragraph one (1) contain a conclusion of law to which no response is necessary. By way of further response, after reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph one (1).

2. Denied. The averments contained in paragraph two (2) contain conclusions of law to which no response is necessary. By way of further response, Notices were sent to Defendants dated March 24, 2008. True and correct copies of the Notices are attached hereto, made part hereof and marked as Exhibit A.

3. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph three (3). Strict proof is demanded.

4. Denied. After reasonable investigation, Plaintiff is without sufficient information to form a belief as to the truth of the averments contained in paragraph four (4). Strict proof is demanded.

5. Denied. The averments contained in paragraph five (5) contain conclusions of law to which no response is necessary. By way of further response, Plaintiff's Foreclosure Complaint is fully in compliance with Pa.R.C.P. 1147 which contains the requirements of a complaint in mortgage foreclosure.

6. Denied. The averments contained in paragraph six (6) are denied as conclusions of law to which no response is necessary. By way of further response, Defendants' bald allegations are not supported by specific facts and are merely an attempt to delay the foreclosure action. Furthermore, under Pennsylvania law, Defendants are not entitled to a set off in a mortgage foreclosure action.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor and against Defendant as requested in Plaintiff's Complaint.

Respectfully submitted,
PHELAN HALLINAN & SCHMIEG, LLP

Date: 12/19/08

BY:


Chrisovalante P. Fliakos, Esquire
Attorney for Plaintiff

EXHIBIT "A"

CLEARFIELD
JACK L MCCALL
3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: Monday, March 24, 2008
JACK L MCCALL
TO: 3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

CONNIE L MCCALL
3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

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

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

The HOMEOWNERS MORTGAGE ASSISTANCE PROGRAM (HMAP) may help you to SAVE your home. This Notice explains how the program works.

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

The names, 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 1-800-247-2307. Persons with impaired hearing can call (412) 730-1692.

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

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

STATEMENTS OF POLICY

JACK L MCCALL

CONNIE L MCCALL

HOMEOWNER'S NAME (S):

PROPERTY ADDRESS: RR 1 BOX 200 GRAMPIAN, PA 16838
LOAN ACCT. NO.: XXXXXXXXXX
ORIGINAL LENDER: National City
CURRENT LENDER/SERVICER: National City Loan Services

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 three (33) 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 (33) 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 DEFECT" IS EXPLAINING HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty three (33) 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 a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency 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 PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

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

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

NATURE OF THE DEFAULT: The MORTGAGE debt held by the above lender on your property located at RR 1 BOX 200 GRAMPIAN, PA 16838 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: January 2008 thru March 2008 at \$716.85 per month.

Monthly Payments Plus Late Charges Accrued	\$2336.54
--	-----------

Total amount to cure default	\$2336.54
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See paragraph below headed
"HOW TO CURE THE DEFAULT"

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS: N/A

***HOW TO CURE THE DEFAULT:** You may cure the default within **THIRTY THREE (33) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2336.54, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD.** As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (866) 858-3850 letter ID#77242. **Payments must be made either by cash, cashier's check, certified check or money order payable and sent to:**

National City Loan Services

150 ALLEGHENY CENTER
PITTSBURGH, PA 15212

IF YOU DO NOT CURE THE DEFAULT: If you do not cure the default within **THIRTY THREE (33) 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 THREE (33) DAYS**, the lender also intends to instruct its attorney to start legal action to foreclose upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY THREE (33) 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 THREE (33) 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 due, plus any late or other charges (including reasonable attorney's fees and costs) connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER: National City Loan Services

150 ALLEGHENY CENTER
PITTSBURGH, PA 15212
(866) 858-3850 letter ID#77242
Collections Department

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 X may or _____ 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, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

If this is the first notice that you have received from this office, be advised that; You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days from receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty (30) days from receipt of this letter, the firm will send you the name and address of the original creditor if different from above.

Mailed by 1st Class mail and by certified Mail

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

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

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

NATURE OF THE DEFAULT: The MORTGAGE debt held by the above lender on your property located at: RR 1 BOX 200 GRAMPIAN, PA 16838 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: January 2008 thru March 2008 at \$716.85 per month.

Monthly Payments Plus Late Charges Accrued	\$2336.54
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Total amount to cure default	\$2336.54*
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See paragraph below headed
"HOW TO CURE THE DEFAULT"

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PTTSBURGH, PA 15212

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

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150 ALLEGHENY CENTER
PITTSBURGH, PA 15212
(866) 858-3850 letter ID#77242
Collections Department

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Mailed by 1st Class mail and by certified Mail

****This is an attempt to collect a debt. Any information obtained will be used for that purpose.****

****The following applies to any recipient of this notice who is entitled to the protection afforded by the 11 U.S.C. 362 of the United States Bankruptcy Code. Note: THIS NOTICE IS REQUIRED BY STATE LAW AND IS NOT A DEMAND FOR PAYMENT. IT IS SOLELY FOR THE PURPOSE OF NOTIFYING YOU OF CERTAIN RIGHTS THAT YOU MAY HAVE UNDER STATE LAW.****

CLEARFIELD COUNTY

C C C Service of N.E.P.A.

Craig Selner
800.922.9537
401 Laurel Street
Pittston PA 18640

Fax Number: 814.238.3669

CCCS of Western PA

Mary Loftus
885.511.2227

917 A Logan Blvd.
Altoona PA 16602

Fax Number: 412.390.1336

Indiana County Community Action Program

Randy Foster
724.465.2657
827 Water Street
Indiana PA 15701

Fax Number: 724.465.5118

Northern Cambria Group (NORCAM)

Vicid Vasile
814.948.4444
4200 Crawford Avenue S-200

Northern Cambria PA 15714

Fax Number: 814.948.4449

Rural Opportunities, Inc.

Michael Johnson
717.234.6616

1625 N. Front Street

Harrisburg PA 17102

Fax Number: 717.234.6692

Report last updated: 4/2/2008 10:17:45

CLEARFIELD
CONNIE L MCCALL
3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

DATE: Monday, March 24, 2008
CONNIE L MCCALL
TO: 3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

JACK L MCCALL
3682 CHESTNUT GROVE PKY
GRAMPIAN, PA 16838

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

This is an official notice that the mortgage on your home is in default and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached part 3.

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 15 DAYS FROM THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies for the same 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 1-800-342-7397. (Persons with impaired hearing can call 717-778-1869).

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

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

STATEMENTS OF POLICY

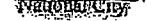
CONNIE L MCCALL

JACK L MCCALL

HOMEOWNER'S NAME (S):

PROPERTY ADDRESS: RR 1 BOX 200 GRAMPIAN, PA 16838

LOAN ACCT. NO.: 

ORIGINAL LENDER: 

CURRENT LENDER/SERVICER: National City Loan Services

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 three (33) 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 (33) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES-If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty three (33) 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 listed at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE-Your mortgage is in a default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency 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.

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

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HOW TO CONTACT THE LENDER: National City Loan Services

150 ALLEGHENY CENTER
PITTSBURGH, PA 15212
(866) 858-3850 letter ID#77242
Collections Department

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 X may or 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, charge and attorney's fees and cost are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED

If this is the first notice that you have received from this office, be advised that: You may dispute the validity of the debt or any portion thereof. If you do so in writing within thirty (30) days from receipt of this letter, this firm will obtain and provide you with written verification thereof; otherwise the debt will be assumed to be valid. Likewise if requested within thirty (30) days from receipt of this letter, the firm will send you the name and address of the original creditor if different from above.

Mailed by 1st Class mail and by certified Mail

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

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

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

NATURE OF THE DEFAULT: The MORTGAGE debt held by the above lender on your property located at: RR 1 BOX 200 GRAMPIAN, PA 16838 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: Start/End: January 2008 thru March 2008 at \$716.85 per month.

Monthly Payments Plus Late Charges Accrued	\$2336.54
--	-----------

Total amount to cure default	\$2336.54*
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See paragraph below headed
"HOW TO CURE THE DEFAULT"

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS: N/A

***HOW TO CURE THE DEFAULT:** You may cure the default within THIRTY THREE (33) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2336.54, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY THREE (33) DAY PERIOD. As of the date of this letter, you owe the amount specified above. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (866) 858-3850 letter ID#77242. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

National City Loan Services

150 ALLEGHENY CENTER
PITTSBURGH, PA 15212

IF YOU DO NOT CURE THE DEFAULT: If you do not cure the default within THIRTY THREE (33) 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 THREE (33) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount to the lender, which may also include other reasonable costs. If you cure the default within the THIRTY THREE (33) 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 THREE (33) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale of any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

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This is an attempt to collect a debt. Any information obtained will be used for that purpose.

The following applies to any recipient of this notice who is entitled to the protection afforded by the 11 U.S.C. 362 of the United States Bankruptcy Code. Note: THIS NOTICE IS REQUIRED BY STATE LAW AND IS NOT A DEMAND FOR PAYMENT. IT IS SENT ONLY FOR THE PURPOSE OF NOTIFYING YOU OF CERTAIN RIGHTS THAT YOU MAY HAVE UNDER STATE LAW.

CLEARFIELD COUNTY

C C C Service of N.E.P.A.

Craig Seiner
800.922.9537
401 Laurel Street
Pittston PA 18640
Fax Number: 814.238.3669

CCCS of Western PA

Mary Loftus
888.511.2227
917 A Logan Blvd.
Altoona PA 16602
Fax Number: 412.990.1336

Indiana County Community Action Program.

Randy Foster
724.465.2657
827 Water Street
Indiana PA 15701
Fax Number: 724.465.5118

Northern Cambria Group (NORCAM)

Vicki Vasile
814.948.4444
4200 Crawford Avenue S-200
Northern Cambria PA 15714
Fax Number: 814.948.4449

Rural Opportunities, Inc.

Michael Johnson
717.234.8616
1625 N. Front Street
Harrisburg PA 17102
Fax Number: 717.234.6692

Report last updated: 4/2/2008 10:17:45

VERIFICATION

Chrisovalante P. Fliakos, Esquire, hereby states that he is the attorney for the Plaintiff in this action, that he is authorized to make this verification, and that the statements made in the foregoing Reply to New Matter are true and correct to the best of his knowledge, information and belief.

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

PHELAN HALLINAN & SCHMIEG, LLP

Date: 12/11/05

BY: 

Chrisovalante P. Fliakos, Esquire
Attorney for Plaintiff
One Penn Center Plaza, Suite 1400
Philadelphia, PA 19103-1814
(215) 563-7000

PHELAN HALLINAN & SCHMIEG, LLP
BY: Chrisovalante P. Fliakos, Esquire
Identification No.: 94620
One Penn Center at Suburban Station, Suite 1400
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1814
(215) 563-7000

Attorney for Plaintiff

National City Bank

Plaintiff

vs.

Jack L. McCall
a/k/a Jack Lynn McCall
Connie L. McCall

Defendants

COURT OF COMMON PLEAS
Clearfield County
CIVIL DIVISION

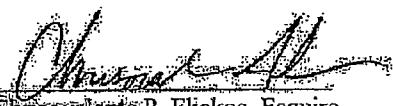
No. 08-952-CD

CERTIFICATION OF SERVICE

I certify that a true and correct copy of Plaintiff's Reply to Defendants' New Matter was sent via first class mail to the person listed below on the date indicated:

Eric E. Cummings, Esquire
Law Offices of Dwight L. Koerber, Jr.
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

Date: 12/19/08


Chrisovalante P. Fliakos, Esquire
Attorney for Plaintiff

D



THIS MORTGAGE is made on 10/16/98, between JACK L. MC CALL AND CONNIE L. MC CALL

HUSBAND AND WIFE

hereinafter called "Owner") and National City Bank of Pennsylvania (hereinafter called "Lender"). As used herein, the term "Owner" refers individually and collectively to all Owners, and all such persons shall be jointly and severally bound by the terms hereof.

WHEREAS, JACK L. MC CALL CONNIE L. MC CALL (hereinafter, whether one or more, called the "Borrower"), (is) (are) indebted to Lender in the principal sum of Sixty Four Thousand Seven Hundred Eight and 50/100 Dollars (\$ 64,708.50) evidenced by a note (the "Note") dated 10/16/98;

TO SECURE: the payment of all sums due or which may become due under the Note, and any and all extensions, refinancings, substitutions, modifications or renewals thereof in whole or in part (all of which is hereinafter called the "Indebtedness"); Borrower's obligations under the Note; Owner's performance under this Mortgage; the payment of all other amounts, with interest, advanced hereunder for the payment of taxes, assessments, insurance premiums and costs incurred to protect the security of this Mortgage; and the payment of Lender's costs of collection, including costs of suit and reasonable attorneys' fees to the extent permitted by law if suit is filed or other action taken to collect the sums owing or to protect the security of this Mortgage; Owner by these presents does grant, bargain, sell, and convey unto Lender, its successors, and its assigns all of the following described real estate, together with all improvements, now or hereafter erected, and all easements, rights, and appurtenances thereon, located at:

RD 1 BOX 200	GRAMPIAN	PA	168380000	CLEARFIELD
Street	Township/City/Municipality/Borough	County		

Commonwealth of Pennsylvania (the "Property"), which was conveyed to Owner by Deed dated 7/28/72, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 604, Page 268. Tax Parcel Number (or other Uniform Parcel Identifier, if any) 104-109-000-55, as the Property is therein described and, if this box is checked, as the Property is more particularly described

in Exhibit "A", which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the said Lender, its successors and its assigns, FOREVER. PROVIDED, HOWEVER, upon payment in full of the Indebtedness and performance of the covenants herein, the estate hereby granted shall be discharged.

OWNER represents, warrants, covenants, and agrees that:

1. Borrower shall promptly pay to Lender interest, principal and other sums due under the Note, in accordance with the terms of the Note.
2. Owner will keep and perform all the covenants and agreements contained herein.
3. Owner warrants and represents to Lender that: Owner is the sole owner of the Property; has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Owner will defend the title to the Property against all claims and demands except encumbrances now recorded.
4. Owner will pay when due all taxes, assessments, levies, and other charges on or against the Property which will attain priority over this Mortgage. At Lender's request, Owner shall deliver written evidence of all such payments to Lender.
5. Owner will not sell, enter into an installment sale contract for the sale of, lease, give, transfer, or encumber the Property or any right or interest in the Property, in whole or in part, without Lender's prior written permission.
6. Owner shall keep the Property in good repair, excepting only reasonable wear and tear. Owner will comply with all laws respecting ownership and use of the Property. Owner will permit Lender's authorized representatives to enter upon the Property at any reasonable time for the purpose of inspecting the condition of the Property. Without the written consent of Lender, Owner will not permit removal or demolition of improvements now or hereafter erected on the Property, nor will Owner permit waste of the Property or alteration of improvements now or hereafter erected on the Property which would adversely affect its market value as determined by Lender.
7. Owner shall keep the Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Lender shall require, in such amounts as Lender shall require. Owner shall purchase flood insurance as and to the extent required by law. Owner may obtain such insurance from any insurer(s) of Owner's choice, provided that said insurer(s) shall be acceptable to Lender. At Lender's request, all insurance policies shall contain loss payable clauses in favor of Lender and Owner shall deliver written evidence of all such insurance to the Lender.

In the event of loss, Owner shall give prompt notice to the insurer and Lender. Lender at its option may elect to make proof of loss if Owner does not do so promptly, and to take any action it deems necessary to preserve Owner's or Lender's rights under any insurance policy.

Insurance proceeds shall be applied to restoration or repair of the Property or to reduction of the Indebtedness, as Lender may determine in its sole discretion. Owner hereby appoints Lender, its successors, and assigns as Owner's attorney in fact to endorse Owner's name to any draft or check which may be payable to Owner in order to collect such insurance proceeds. Any balance of insurance proceeds remaining after payment in full of amounts due hereunder shall be paid to Owner.

8. Owner will pay or perform all obligations under any mortgage, lien or security agreement which has priority over this Mortgage.

9. If Owner fails to perform any of the obligations or duties required by the covenants and agreements in this Mortgage, Lender may at its option elect to do so and advance those amounts that it deems necessary to protect the Property and/or Lender's rights in the Property and under this Mortgage. Owner hereby agrees to repay to Lender on demand all sums which Lender has advanced, with interest thereon at the rate of interest stated in the Note; and all sums so paid, together with interest thereon, until repaid to Lender shall be part of the Indebtedness and be secured hereby.

10. Subject to the rights of the holders of any prior mortgage, Owner hereby assigns to Lender all proceeds of any award in connection with any condemnation or other taking of the Property or any part thereof, or payment for conveyance in lieu of condemnation.

11. If this Mortgage is on a unit in a condominium or a planned unit development, Owner shall perform all of Owner's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules and regulations of the condominium or planned unit development, and related documents.

12. As additional security hereunder, Owner hereby assigns to Lender any and all leases on the Property, now existing or which may hereafter be made, together with any and all rents and Owner's rights as landlord under law; provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.

13. Owner will be in default under this Mortgage: in the event of any breach of any warranty, covenant, or agreement contained in this Mortgage; or if any representation or warranty contained herein proves to be false or misleading; or in the event of any default under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Indebtedness; or if any other creditor tries to take the Property by legal process; or if bankruptcy proceedings are filed by or against any Owner; or if, any tax lien or levy is filed against the Property or any Owner; or if the Property is destroyed, seized or condemned by any governmental authority; or if any Owner dies. To the extent permitted by law, if Owner is in default under this Mortgage, Lender may, at its option, after any notice required by law, declare due and payable the unpaid balance of all amounts accrued by this Mortgage and owing under the Note. Lender may, in addition to exercising any rights which Lender may have under the Note, any agreement securing repayment of, or relating to, any portion of the Indebtedness, or otherwise provided by law, foreclose the Mortgage, take possession of the Property, collect any and all rents and sell the Property for the collection of the Indebtedness. If a mortgage foreclosure action or other action is filed on this Mortgage, or if Lender takes any action to protect or enforce its interest, Owner agrees to pay all of Lender's costs and expenses, including reasonable attorneys' fees to the extent permitted by law.

14. Lender's rights and remedies under this Mortgage, the Note or otherwise by law shall be cumulative and not alternative and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

15. Without notice to Owner, Lender may deal with Borrower(s), the Indebtedness and any collateral security therefor in such manner as Lender may deem appropriate or advisable including without limitation, renewing or extending the Indebtedness or any part thereof, accepting partial payment, substituting or releasing other collateral for the Indebtedness, releasing and discharging from liability Borrower(s) or any Cosigner or other person liable for all or part of the Indebtedness, all without impairing the obligations of Owner or the rights of Lender hereunder.

16. Except for any notice required under applicable law to be given in another manner, any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.

17. The covenants, conditions, and agreements contained herein shall bind the Owner's heirs, personal representatives and successors and, subject to Paragraph 5, any person to whom the Property is transferred. The rights and privileges contained herein shall inure to the Lender's successors and assigns, Lender can sell, transfer or assign this Mortgage without Owner's consent.

18. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

19. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Note.

20. Owner's obligations under paragraphs 4, 7, 8, 9 and 13 shall survive any judgment in mortgage foreclosure.

IN WITNESS WHEREOF, and intending to be legally bound, each Owner has duly executed this Mortgage the day and year first above written.

WITNESS:

TR

Land L McCall
Connie S. McCall

• (SEAL)

(SEAL)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Allegheny)

On the 16th day of october, 19 , before me, the undersigned officer (who certifies that he/she is not an officer or director of National City Bank of Pennsylvania), personally appeared JACK I. MCCALL AND CONNIE I. MCCALL, 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 therein contained.

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

My Commission Expires:

Notary Public

CERTIFICATE OF RESIDENCE

THOMAS R. SNEE *do hereby certify that the aforesaid's precise residence is* 4721 McKnight Road Pittsburgh PA 15237

Agent for Mortgagor

Mortgage

NATIONAL CITY BANK OF PENNSYLVANIA

101 101

P.O. Box 5573
Cleveland, Ohio 44101

THE
COMMONWEALTH
OF PENNSYLVANIA

Page 1

Recorded on this

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Recorder's Office of Sed County, in Mortgage Book,
Vol. , Page ,

Witness my hand and seal to the said notice,
the day and year aforesaid.

EXHIBIT A

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF BLOOM
IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF
PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN A DEED DATED
07/28/1972 AND RECORDED 08/28/1972, AMONG THE LAND RECORDS
OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 604
AND PAGE 268.

ADDRESS: RD 1 BOX 200; GRAMPIAN, PA 16838 TAX MAP OR
PARCEL ID NO.: 104-F09-55 (C-94538)

E



Fixed Rate Simple Interest Note and Security Agreement

Branch

National City is a registered trademark of National City Corporation.

Dated 10/16/98



106

1 Debtor(s) JACK L MC CALL
CONNIE L MC CALL
Address RD 1 BOX 200
City GRAMPIAN
State, Zip PA 168380000

2 TERMS OF REPAYMENT FOR VALUE RECEIVED, you the undersigned ("Debtor"), promise to pay to the order of National City Bank of Pennsylvania ("Bank"), the principal sum of \$ 64708.50 together with interest on the principal sum outstanding from time to time and on any other amounts due under this Agreement, except interest, at the rate of 11.000 % per annum and payable in 299 consecutive monthly installments of \$ 634.21 each, with a final installment of \$ 634.21 beginning on 11/21/98 and continuing on the same day of each month thereafter until paid in full. Your payment history could affect the amount you owe under this Agreement.

3 DESCRIPTION OF GOODS OR REAL ESTATE SECURING PAYMENT ("PROPERTY")
RD 1 BOX 200, GRAMPIAN, PA 16838

YEAR/MAKE	MODEL	NEW OR USED	MANUFACTURER'S SERIAL NUMBER

4 LOAN USE You represent to Bank that the loan proceeds are to be used as follows:

5 DISBURSEMENT OF PROCEEDS Bank is authorized to disburse loan proceeds as indicated in the itemization of the Amount Financed.

6 INSURANCE AGREEMENT Insurance on the property must be obtained by you. You may choose the person through whom such insurance is obtained. You cannot obtain such insurance from Bank. Bank may require Vendor's Single Interest Insurance for the term of this Agreement. Vendor's Single Interest Insurance protects only the Bank's interests. You may obtain extended warranty coverage, but such coverage is not required and cannot be obtained from Bank. Written evidence of insurance, with Bank named as loss payee, will be delivered to Bank. If the security for this loan is real estate, you must maintain proper real estate insurance on the Property including proper flood insurance required by law. If this loan is secured by other than real estate, insurance must consist of Fire, Theft, Comprehensive and Collision with not more than Five Hundred Dollars (\$500.00) deductible. If you fail to maintain such insurance, Bank may, at its option, obtain insurance on the Property. The insurance obtained by Bank shall include that coverage which Bank, in its sole discretion, deems necessary to protect Bank's interest in the Property. If Bank obtains the insurance, you agree to pay Bank the premium therefor plus interest thereon at the contractual rate. You acknowledge that Bank, as insured, may receive refunds or other remuneration which could affect the net cost of such coverage to Bank. You agree that in no case shall you be entitled, directly or indirectly, to such refund or other remuneration. The aggregate of such premium and interest shall be divided by the number of monthly installments remaining and the amount of each remaining monthly installment shall be proportionately increased. If you purchased GAP Waiver or Vendor's Single Interest Insurance, you still must maintain any and all insurance required by this Agreement. If the Property is lost, stolen or destroyed, you must still pay Bank whatever you owe under this Agreement. In the event you purchased GAP Waiver, you must continue to make your payments until Bank receives your full insurance proceeds. If any credit insurance, Vendor's Single Interest Insurance or GAP Waiver is financed under this Agreement, the cost and terms are shown on the Disclosure Statement. You irrevocably make Bank your agent for adjustment of a insurance losses and settlement thereof (including any with a third party insurer) for an amount Bank in good faith deems reasonable. This agency shall be coupled with an interest and shall not be revoked by your death, incompetency or incapacity. All amounts Bank receives may, at its option, be applied to the indebtedness evidenced by this Agreement or used to repair or replace the Property.

7 PREPAYMENT You may prepay the principal sum of this Agreement in whole or in part at any time or from time to time, without penalty. In the event of prepayment, interest on the sum prepaid shall be computed on the basis of a 365-day year, but calculated on actual days.

8 LATE CHARGE If you are in default (as defined (11)) and Bank requires immediate payment of the whole amount outstanding under this Agreement, you agree to pay Bank interest on the remaining balance at the contractual rate in effect at the time of acceleration. If you are more than fifteen (15) days late in paying an installment and Bank does not require immediate payment of the whole amount outstanding; hereunder, you promise to pay Bank a late charge of ten percent (10%) of the monthly payment then due, with a minimum charge of \$20.00.

9 RETURN CHECK CHARGE You will pay \$20.00 for each return of a dishonored check, negotiable order of withdrawal, or cash draft issued by you.

10 SECURITY AGREEMENT You give Bank a security interest in the Property (including, without limitation, any accessions and all loss proceeds and unearned premiums of insurance covering the Property), all proceeds and all unearned premiums on credit insurance and extended warranty financed, all proceeds and all GAP Waiver refunds financed and in all deposit accounts you have or at any time may have with Bank and Bank's affiliates to secure the payment of any amounts owed under this Agreement, and (except for the Property if the Property is your principal residence) all other indebtedness you have or at any time may have with Bank and Bank's affiliates. However, if Bank now has any earlier lien on your principal residence as security for future obligations, Bank waives such security as to this Agreement only. If you are in default (as defined (11)), Bank is authorized to cancel any policies of credit insurance and extended warranty financed and any GAP Waiver contract financed. Bank may at any time apply all loss proceeds and unearned premiums of insurance covering the Property, as well as unearned premiums on credit insurance and extended warranty financed or GAP Waiver refund financed to the balance outstanding under this Agreement or, at its option, to repair or replace the Property.

11 DEFAULT You will be in default on this Agreement: (i) if you do not pay an installment on time or do not pay on time any other indebtedness owing by you to Bank or Bank's affiliates; or (ii) if any creditor tries by legal process to take funds from any account of yours with Bank or Bank's affiliates or to levy execution on the Property; or (iii) if there is a filing for your bankruptcy or insolvency; or (iv) if you die or are declared legally incompetent or legally incapacitated; or (v) any statement in your loan application or any other writing is materially false; or (vi) if you fail to comply with any other term or condition contained in this Agreement or in any other agreement with Bank or Bank's affiliates; or (vii) if a judgment is entered against you in any court of record; or (viii) if you do not pay any of your debts as they come due; or (ix) if the Property is threatened with, or subject to, seizure, levy, attachment, condemnation, or forfeiture. If you are in default, Bank can then require immediate payment of the whole amount outstanding under this Agreement or of any other outstanding indebtedness you have with Bank (except indebtedness secured by your principal residence), and may use any rights and remedies under the law including the right to go peacefully without court process upon any premises where the Property may be and remove it. If Bank requests, you agree to deliver the Property to it at a reasonably convenient place. Unless otherwise required by law, any property not covered by this Agreement which may be repossessed with the Property may, at Bank's sole option, be mailed to you at any address indicated on Bank's records. Bank may sell, lease, or otherwise dispose of the Property. You will owe Bank the reasonable costs of repossession, repair, storage, preparation for sale, and sale. The net proceeds of sale or other disposition of the Property shall be applied to the amount you then owe Bank and Bank's affiliates. You shall pay to Bank any remaining balance owing under this Agreement. If Bank sues to collect any amount you owe it, the Bank may charge you for court costs and reasonable attorney's fees for Bank's own retained lawyers or independent counsel that it hires.

12 WARRANTIES You acknowledge that all information you provide to Bank is true and complete, and that you are a natural person and fully competent to enter into contracts.

13 OTHER PROVISIONS You further agree that: (1) you will keep the Property insured and in good condition and will promptly pay all taxes and license fees, and all repair, maintenance and preservation costs pertaining to the Property; (2) upon Bank's request, you will promptly deposit with Bank the certificate of title or any other documents Bank may need to perfect its security interest; (3) Bank may send, you any notices by regular mail to any address indicated on Bank's records. You will promptly notify Bank of any change of address; (4) without Bank's prior written approval, you will not sell, lease, or otherwise dispose of, nor permit any encumbrance on the Property, nor will you permanently remove or permit removal of the Property from the state where you signed this Agreement; (5) you understand that Bank is a national bank located in Pennsylvania, and that Bank's decision to make this loan was made in Pennsylvania; (6) you will not use the Property for any unlawful purpose; (7) if the Property is personal property, it will not be so attached or affixed to real property that it becomes a fixture without the Bank's prior written consent; (8) if this Agreement is signed or guaranteed by more than one person, all are jointly and severally responsible for payment of the indebtedness evidenced by this Agreement; (9) Bank can from time-to-time extend the terms of payment, release any security or agree with any Debtor or other obligor to any change of terms without notifying or releasing any other Debtor or other obligor from responsibility on this Agreement; (10) Bank may delay enforcing any of its rights on this Agreement or on any security by acceptance of late or partial payments, payments marked "paid in full" or with words of similar legal effect or otherwise, without losing any of its rights; (11) amounts owed under this Agreement shall be payable at P.O. Box 5700, Cleveland, Ohio 44101-0570, or at such other place as Bank may designate in writing, and shall be payable in lawful money of the United States of America; (12) payments and all other funds shall be applied in any manner Bank in its sole discretion decides; (13) Bank may setoff any property you have with Bank, including funds that you have or at any time may have in deposit accounts with Bank, against any amount you owe at any time under this Agreement without notice to you; (14) you cannot assign your rights or obligations under this Agreement; (15) Bank may sell or assign this Agreement without your consent. The transferee or assignee shall succeed to all of Bank's rights under this Agreement, including the right to enforce it. Bank's sale or assignment of this Agreement will not affect your obligations which will continue unchanged; (16) all of Bank's rights under this Agreement are to the extent permitted by applicable law. If it is determined for any reason that any part of this Agreement is invalid or unenforceable, this shall not affect the validity or enforcement of any other provision, and this Agreement will be read as if the invalid or unenforceable part were not there; (17) you irrevocably make Bank your agent to sign on your behalf all documents and items in connection with this Agreement including, without limitation, applications, proofs of loss, receipts, settlements, releases, certificates of title, other evidence of title and any instrument payable to you. This agency shall be coupled with an interest and shall not be revoked by your death, incompetency or incapacity; and (18) if a required authorization for automatic deduction of payments from a deposit account is cancelled, you will pay Bank \$100.00.

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, (where permitted by law), etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt. The undersigned acknowledge receipt of this Notice prior to becoming obligated.

COPY RECEIVED You, intending to be legally bound, agree to all provisions of this Agreement, including page 1 hereof, which is incorporated herein by reference, and acknowledge that you received a copy of this Agreement, including the Disclosure Statement with all applicable blanks completed before you signed below.

JACK L MCCALL

Type or print name of Debtor

CONNIE L MCCALL

Type or print name of Debtor

Type or print name of Debtor

Type or print name of Debtor

Jack L. McCall 10-16-98
 Debtor's Signature Date

Connie L. McCall 10/16/98
 Debtor's Signature Date

Debtor's Signature Date

6

NOTS 0012322848 CONSOLIDATED NOTES LOG 11/18/10 22:36:34

JL MCCALL L: F: A B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _____

-----* PF8 FOR MORE *

COL 111510 (S6 CST LTR RCVD

COL 111210 JD4 LLC, NEED THE FAX NUMBER, THE ARE DISPUTING THE

VALIDITY OF THE DEBT

COL 111210 JD4 UNAUTH 3 PRTY PRIOR ARRANGEMENTS

COL 111210 JD4 UNAUTH 3 PRTY PRIOR ARRANGEMENTS

COL 111210 JD4 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES UATP

BRENDA TITUS W/LAW OFFICE OF KIRBER AND CUMMINGS

COL 111110 SM1 CL M1 HOME NO CONTACT MADE

COL 111110 SM1 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES DNLM

COL 111010 BB2 CL M1 HOME MSG LEFT VM

COL 111010 BB2 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES

COL 110910 TA2 CL M1 HOME NO CONTACT MADE

COL 110910 TA2 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES DNLM

NOTS 0012322848 CONSOLIDATED NOTES LOG

11/18/10 22:36:43

JL MCCALL L: F: A B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

----- * PF8 FOR MORE * -----

COL 110810 LD1 CL M1 HOME MSG LEFT.VM

COL 110810 LD1 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES LMOM....LD

COL 110310 *** SCORE 146 110210 AGT E905 DAYS DEL 999 RISK F

COL 110210 MH7 CL M1 HOME PRIOR ARRANGEMENTS

COL 110210 MH7 COME UP WITH THE FUNDS. ADVSD THEN OUR OPTIONS

ARE DIL OR SS HE SD HE IS NOT GOING TO DO THAT,

HE'S GOING TO CALL HIS ATTORNEY AND HU

COL 110210 MH7 \$775, HIS PAYMENTS ARE ALREADY LOWER THEN THAT.

ADVSD ANY REPAYMENT PLAN WOULD REQUIRE A LARGE

DP, HE CANNOT FFORD IT AND IS UNWILLING TO TRY TO

COL 110210 MH7 THAT HE IS NOT GOING TO SELL THE PROP. WANTS TO

KEEP PROP. WANTS US TO CHANGE NUMBERS FOR HAMP.

COL 110210 MH7 CL M1 HOME PRIOR ARRANGEMENTS

COL 110210 MH7 CL M1 HOME PRIOR ARRANGEMENTS

COL 110210 MH7 CL M1 HOME PRIOR ARRANGEMENTS

COL 110210 MH7 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOTS 0012322848

CONSOLIDATED NOTES LOG

11/18/10 22:36:47

JL MCCALL L: F: A: B: R: DUE 01/21/08 TYPE CONV. RES. DS1

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

-----* PF8 FOR MORE *

COL 110210 MH7 VERIFIED. CONSENT TO RECORD: NO SW M1, MM, NO

ORC, LOAN HAS BEEN REFERRED TO AN ATTORNEY. SD

COL 110110 1BL CL M1 HOME MSG LEFT VM

COL 110110 1BL BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES

COL 102810 A0B CONSENT TO RECORD: NO

COL 102810 A0B //ATTEMPTED TO OFFER PROCESS OF DIL OR SS

REFUSED SD SEE U IN COURT EOC BORROWER

VERIFICATION ENTRY MADE: BORROWER WAS VERIFIED.

COL 102810 A0B CL M1 HOME REFUSED TO DISCUSS

COL 102810 A0B CL M1 HOME REFUSED TO DISCUSS

COL 102810 A0B CL M1 HOME REFUSED TO DISCUSS

COL 102810 A0B OB HP SW M1 REFUSED RECORDING ADVSD STATUS ADVSD

NOTE 10/19/10 ADVSD HE WS TOLD ONLY OPTION IS

EITHER SS OR DIL DUE TO CUST CANT AFFORD DP

COL 102710 0MB CL M1 HOME MSG LEFT VM

COL 102710 0MB BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOTS 0012322848 CONSOLIDATED NOTES LOG

11/18/10 22:36:52

JL MCCALL L: F: A: B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

-----* PF8 FOR MORE *

COL 102710 0MB NOT VERIFIED. CONSENT TO RECORD: YES

COL 101910 PE2 M1 CALLED IN MOD DISCUSSED

COL 101910 PE2 NOT AFFORD A DP, ADVSD THAT WITHOUT THE DP WE

COULD NOT RVW FOR A MOD, ADVSD ALSO OF COLLATERAL

OPTIONS, ADVSD THAT WE CAN RVW FOR A SS/DIL

COL 101910 PE2 OFFER HMP AND HE DOES NOT QUALIFY, DTI LESS THAN

31%. ADVS THAT WE MAY BE ABLE TO OFFER A FS TO

MOD BUT WOULD NEED A LARGE DP, M1 STADT HE COULD

COL 101910 PE2 ADVSD THAT HE RCV'D A LTR ADVISING OF HIS OPTIONS

AVAILABLE, M1 STADT HE DOES WANT TO KEEP THE

PROPERTY. RVWD WITH SPVSR DM STADT WE CANNOT

COL 101910 PE2 M1 CALLED IN MOD DISCUSSED

COL 101910 PE2 M1 CALLED IN MOD DISCUSSED

COL 101910 PE2 M1 CALLED IN MOD DISCUSSED

COL 101910 PE2 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

VERIFIED. CONSENT TO RECORD: YES M1 CLLD IN-

WANTED TO SEE WHAT OPTIONS HE HAD AVAILABLE,

NOTS 0012322848

CONSOLIDATED NOTES LOG

11/18/10 22:36:57

JL MCCALL L: F: A: B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

-----* PF8 FOR MORE *-----

COL 101510 CK3 DELQ STAT = REASON FOR DELQ = 007

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COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 SERVICE TRANSFER WAS CHARGED BACK LATE FEES FOR

TWO YEARS = 20K. FHA STEPPED IN. THEN GOT

ATTORNEY AND HAS BEEN DISPUTING THESE FEES.

COL 101510 CK3 BE TRANSFERRED.. DOES NOT HAVE BOUGH AVAILABLE

FOR FS TO MOD..NEEDS HAMP IF AVAILABLE,,WILL CALL

BACK IN A WEEK OR TWO PRIMARY REASON: 007 -

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 EXCESSIVE OBLIGATION START DATE: 6/1/2008 END

DATE: 10/15/2010 RFD COMMENT: M2 PASSED AWAY,

NOTS 0012322848 CONSOLIDATED NOTES LOG

11/18/10 22:37:02

JL MCCALL L: F:A B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

----- * PF8 FOR MORE *

COL 101510 CK3 HAD EXTRA MEDICAL BILLS AND BURIAL COSTS, DURING

COL 101510 CK3 A PLAN CAN NOT PROCEED.. M2 IS DECASED... DD

FIFS AND QUALIFIES FOR 775.00 AT 31%. DO NOT HAVE

PREV DOCS FROM SERVICER. M1 WILL WAIT FOR DOCS TO

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 YET...OFFERED TO DO FIFS, HE ALSO SAID HIS INS CO

PAID 10K FOR ROOF AND HAS NOT HAD ROOF

FIXED..ADVSD 33% PAYMENTS PAST DUE AND IF NOT ON

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 LOAN \$\$\$ \$\$ UPDATED PHONE \$\$ && DISPUTE

WITH EL TEGRA&& M1 CI VI ORC RE MOD

W/NEW POINT..ASKED IF WE HAD DOCS..ADVSD NOT

COL 101510 CK3 PROVIDED BORROWER TOLL FREE NUMBER TO CONTACT:

YES BORROWER VERIFICATION ENTRY MADE: BORROWER

WAS VERIFIED. CONSENT TO RECORD: YES \$\$\$ NEW

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

NOTS 0012322848 CONSOLIDATED NOTES LOG

11/18/10 22:37:07

JL MCCALL L: F: A B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 HAMP REVIEW REASON: CUSTOMER INTERESTED WILL CALL

BACK ADVISED BORROWER ABOUT HAMP ELIGIBILITY: YES

DISCUSSED ABOUT HAMP INITIAL PACKAGE: NO

COL 101110 *** AQ003 Validation of Debt LETTER SENT



0012322848

November 19, 2010

JACK MCCALL
CONNIE MCCALL
3682 CHESTNUT GRV HWY
GRAMPIAN PA 16838

RE: Loan Number: 0012322848
Property Address: 3682 CHESTNUT GROVE HWY

Dear JACK MCCALL:

Select Portfolio Servicing, Inc. (SPS) has received correspondence from you or your authorized agent regarding the mortgage loan referenced above. This correspondence was sent to our general mailbox address and has been forwarded to the appropriate department for handling. As a reminder, all written disputes/inquires must be sent to the address listed below as this is our exclusive address for processing these matters.

If you would like to speak directly with one of our Customer Service Representatives, please call us toll free at (800) 258-8602. Our hours of operation are Monday through Friday from 7:00 a.m. to 8:00 p.m. and Saturday from 8:00 a.m. to 12:00 p.m., Eastern Time. Our web address is www.spbservicing.com.

SPS offers many assistance options designed for customers who are experiencing temporary or permanent financial hardship. These options are offered at no cost to our customer and may include special payment arrangements, structured repayment plans or loan modifications. If you are experiencing a financial hardship, please call us as soon as possible to discuss your situation and options that may be available to you.

We strive to provide excellent service to our customers and their representatives and we look forward to the opportunity to speak with you.

Sincerely,

Please send all Disputes/Inquires to:
Select Portfolio Servicing, Inc.
P.O. Box 65567
Salt Lake City, UT 84165-0567

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, hágala traducir.
Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta llamando al teléfono 1-800-831-0118 y marque la opción 2.

This communication is for informational purposes only and is not an attempt to collect a debt.

AD920

LAW OFFICES
OF
KOERBER & CUMMINGS, LLC

Dwight L. Koerber, Jr.
Email: dkkoerber@atlanticbb.net
Telephone (814) 765-9611

Attorney at Law
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830

Eric E. Cummings, Esquire
Email: eecummings@atlanticbb.net
Facsimile (814) 765-9503

November 12, 2010

SELECT PORTFOLIO SERVICING, INC.
Customer Service Department
P. O. Box 65250
Salt Lake City, Utah 84165

Via Fax: (801) 293-3926
& U. S. First Class Mail

Re: Jack L. McCall
Loan No. 0012322848

To Whom It May Concern:

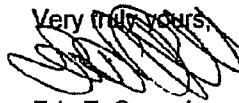
Please be advised that Mr. Jack L. McCall, of 3682 Chestnut Grove Highway, Grampian, Pennsylvania 16838, is represented by The Law Office of Koerber & Cummings, LLC. Mr. McCall recently received a correspondence from you dated October 11, 2010, regarding loan number: 0012322848.

The correspondence to Mr. McCall specifically demanded that he object in writing to the amounts alleged which are owed to said loan number. This is his response.

As a point of reference, Mr. McCall had thirty (30) days from this date to respond and has satisfied the same as yesterday was designated as a national holiday, thereby extending your demanded deadline by an additional day.

Pointedly, Mr. McCall is requesting that you obtain and mail to him, proof of debt. He has is also demanding the name and address of the original creditor.

I expect to receive these documents within thirty (30) days from the date of this letter. If you have any questions or comments regarding the substance set forth herein, I would encourage you to contact me.

Very truly yours,

Eric E. Cummings, Esquire

EEC/bdt
Cc: Mr. Jack L. McCall

Law Office
Koerber & Cummings, LLC
Attorneys At Law
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830



8416640250

00000000000000000000000000000000

LAW OFFICES
OF
KOERBER & CUMMINGS, LLC

Dwight L. Koerber, Jr.
Email: dkoerber@atlanticbb.net
Telephone (814) 765-9611

Attorney at Law
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830

Eric E. Cummings, Esquire
Email: eecummings@atlanticbb.net
Facsimile (814) 765-9503

November 12, 2010

SELECT PORTFOLIO SERVICING, INC.

Customer Service Department
P. O. Box 65250
Salt Lake City, Utah 84165

Via Fax: (801) 293-3016
& U. S. First Class Mail

RE-MAIL NOV 16 2010
Re: Jack L. McCall
Loan No. 0012322848

To Whom It May Concern:

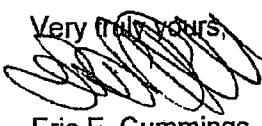
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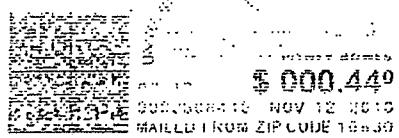
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Very truly yours,

Eric E. Cummings, Esquire

EEC/bdt
Cc: Mr. Jack L. McCall

Law Office
Koerber & Cummings, LLC
Attorneys At Law
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830



84165+0250

NOTS 0012322848 CONSOLIDATED NOTES LOG 11/18/10 22:36:34

JL MCCALL L: F: A B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

-----* PF8 FOR MORE *

COL 111510 (S6 CST LTR RCV'D

COL 111210 JD4 LLC, NEED THE FAX NUMBER, THE ARE DISPUTING THE

VALIDITY OF THE DEBT

COL 111210 JD4 UNAUTH 3 PRTY PRIOR ARRANGEMENTS

COL 111210 JD4 UNAUTH 3 PRTY PRIOR ARRANGEMENTS

COL 111210 JD4 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES UATP

BRENDA TITUS W/LAW OFFICE OF KIRBER AND CUMMINGS

COL 111110 SM1 CL M1 HOME NO CONTACT MADE

COL 111110 SM1 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES DNLM

COL 111010 BB2 CL M1 HOME MSG LEFT VM

COL 111010 BB2 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES

COL 110910 TA2 CL M1 HOME NO CONTACT MADE

COL 110910 TA2 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES DNLM

NOTS 0012322848 CONSOLIDATED NOTES LOG

11/18/10 22:36:43

JL MCCALL L: F: A B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

* PF8 FOR MORE *

COL 110810 LD1 CL M1 HOME MSG LEFT VM

COL 110810 LD1 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES LMOM....LD

COL 110310 *** SCORE 146 110210 AGT E90S DAYS DEL 999 RISK F

COL 110210 MH7 CL M1 HOME PRIOR ARRANGEMENTS

COL 110210 MH7 COME UP WITH THE FUNDS. ADVSD THEN OUR OPTIONS

ARE DIL OR SS HE SD HE IS NOT GOING TO DO THAT,

HE'S GOING TO CALL HIS ATTORNEY AND HU

COL 110210 MH7 \$775, HIS PAYMENTS ARE ALREADY LOWER THEN THAT.

ADVSD ANY REPAYMENT PLAN WOULD REQUIRE A LARGE

DP, HE CANNOT FORGE IT AND IS UNWILLING TO TRY TO

COL 110210 MH7 THAT HE IS NOT GOING TO SELL THE PROP. WANTS TO

KEEP PROP. WANTS US TO CHANGE NUMBERS FOR HAMP.

COL 110210 MH7 CL M1 HOME PRIOR ARRANGEMENTS

COL 110210 MH7 CL M1 HOME PRIOR ARRANGEMENTS

COL 110210 MH7 CL M1 HOME PRIOR ARRANGEMENTS

COL 110210 MH7 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOTS 0012322848

CONSOLIDATED NOTES LOG

11/18/10 22:36:47

JL MCCALL L: F: A: B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

-----* PF8 FOR MORE *-----

COL 110210 MHT VERIFIED. CONSENT TO RECORD: NO SW M1, MM, NO

ORC, LOAN HAS BEEN REFERRED TO AN ATTORNEY. SD

COL 110110 1BL CL M1 HOME MSG LEFT VM

COL 110110 1BL BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOT VERIFIED. CONSENT TO RECORD: YES

COL 102810 AOB CONSENT TO RECORD: NO

COL 102810 AOB //ATTEMPTED TO OFFER PROCESS OF DIL OR SS

REFUSED SD SEE U IN COURT EOC BORROWER

VERIFICATION ENTRY MADE: BORROWER WAS VERIFIED.

COL 102810 AOB CL M1 HOME REFUSED TO DISCUSS

COL 102810 AOB CL M1 HOME REFUSED TO DISCUSS

COL 102810 AOB CL M1 HOME REFUSED TO DISCUSS

COL 102810 AOB OB HP SW M1 REFUSED RECORDING ADVSD STATUS ADVSD

NOTE 10/19/10 ADVSD HE WS TOLD ONLY OPTION IS

EITHER SS OR DIL DUE TO CUST CANT AFFORD DP

COL 102710 0MB CL M1 HOME MSG LEFT VM

COL 102710 0MB BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

NOTS 0012322848 CONSOLIDATED NOTES LOG

11/18/10 22:36:52

JL MCCALL L: F: A B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

-----* PF8 FOR MORE *-----

COL 102710 0MB NOT VERIFIED. CONSENT TO RECORD: YES

COL 101910 PE2 M1 CALLED IN MOD DISCUSSED

COL 101910 PE2 NOT AFFORD A DP, ADVSD THAT WITHOUT THE DP WE

COULD NOT RVW FOR A MOD, ADVSD ALSO OF COLLATERAL

OPTIONS, ADVSD THAT WE CAN RVW FOR A SS/DIL.

COL 101910 PE2 OFFER HMP AND HE DOES NOT QUALIFY, DTI LESS THAN

31%. ADVS THAT WE MAY BE ABLE TO OFFER A FS TO

MOD BUT WOULD NEED A LARGE DP, M1 STADT HE COULD

COL 101910 PE2 ADVSD THAT HE RCVD A LTR ADVISING OF HIS OPTIONS

AVAILABLE, M1 STADT HE DOES WANT TO KEEP THE

PROPERTY. RVWD WITH SPVSR DM STADT WE CANNOT

COL 101910 PE2 M1 CALLED IN MOD DISCUSSED

COL 101910 PE2 M1 CALLED IN MOD DISCUSSED

COL 101910 PE2 M1 CALLED IN MOD DISCUSSED

COL 101910 PE2 BORROWER VERIFICATION ENTRY MADE: BORROWER WAS

VERIFIED. CONSENT TO RECORD: YES M1 CLLD IN-

WANTED TO SEE WHAT OPTIONS HE HAD AVAILABLE,

NOTS 0012322848

CONSOLIDATED NOTES LOG

11/18/10 22:36:57

JL MCCALL L: F: A B: R: DUE 01/21/08 TYPE CONV. RES. DS

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

-----* PF8 FOR MORE *

COL 101510 CK3 DELQ STAT = REASON FOR DELQ = 007

COL 101510 CK3 DELQ STAT = REASON FOR DELQ = 007

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COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 SERVICE TRANSFER WAS CHARGED BACK LATE FEES FOR

TWO YEARS = 20K. FHA STEPPED IN. THEN GOT

ATTORNEY AND HAS BEEN DISPUTING THESE FEES.

COL 101510 CK3 BE TRANSFERRED.. DOES NOT HAVE BOUGH AVAILABLE

FOR FS TO MOD..NEEDS HAMP IF AVAILABLE,,WILL CALL

BACK IN A WEEK OR TWO PRIMARY REASON: 007 -

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 EXCESSIVE OBLIGATION START DATE: 6/1/2008 END

DATE: 10/15/2010 RFD COMMENT: M2 PASSED AWAY,

NOTS 0012322848 CONSOLIDATED NOTES LOG

11/18/10 22:37:02

JL MCCALL L: F:A B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N'COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

-----* PF8 FOR MORE *

COL 101510 CK3 HAD EXTRA MEDICAL BILLS AND BURIAL COSTS, DURING

COL 101510 CK3 A PLAN CAN NOT PROCEED.. M2 IS DECASED... DD

FIFS AND QUALIFIES FOR 775.00 AT 31%. DO NOT HAVE

PREV DOCS FROM SERVICER. M1 WILL WAIT FOR DOCS TO

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 YET...OFFERED TO DO FIFS, HE ALSO SAID HIS INS CO

PAID 10K FOR ROOF AND HAS NOT HAD ROOF

FIXED..ADVSD 33% PAYMENTS PAST DUE AND IF NOT ON

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 LOAN \$\$\$ \$\$ UPDATED PHONE \$\$ && DISPUTE

WITH EL TEGRA&& M1 CI VI ORC RE MOD

W/NEW POINT..ASKED IF WE HAD DOCS..ADVSD NOT

COL 101510 CK3 PROVIDED BORROWER TOLL FREE NUMBER TO CONTACT:

YES BORROWER VERIFICATION ENTRY MADE: BORROWER

WAS VERIFIED. CONSENT TO RECORD: YES \$\$\$ NEW

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

NOTS 0012322848 CONSOLIDATED NOTES LOG

11/18/10 22:37:07

JL MCCALL L: F:A B: R: DUE 01/21/08 TYPE CONV. RES. DSI

ANA N ARM N ASM N BLN N BNK N CCN N COL Y ELC N FOR N HAZ N LMT N OCP

MIP N PIF N PMT N REO N SER N TAX N TSK N DATE: MMDDYY PRINT: _

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 M1 CALLED IN AT FIF AD 14DCBHUD EXCESSIVE OBLIGATION

COL 101510 CK3 HAMP REVIEW REASON: CUSTOMER INTERESTED WILL CALL

BACK ADVISED BORROWER ABOUT HAMP ELIGIBILITY: YES

DISCUSSED ABOUT HAMP INITIAL PACKAGE: NO

COL 101110 *** AQ003 Validation of Debt LETTER SENT

KML Law Group, P.C.
Thomas I. Pulelo, Esquire
Suite 5000 – BNY Independence Center
701 Market Street
Philadelphia, PA 19106
215-627-1322

NATIONAL CITY BANK

vs.

CONNIE MCCALL and JACK MCCALL
a/k/a JACLY LYNN MCCALL
Mortgagor(s) and Record Owner(s)
3682 Chestnut Grove Highway
a/k/a RD 1 Box 200
Grampian, PA 16838

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

NO. 08-952-CD

CERTIFICATE OF SERVICE OF PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT

I hereby certify that true and correct copies of Plaintiff's Motion for Summary Judgment, Memorandum of Law in Support and all supporting papers were served by first class mail, postage pre-paid upon the following on the date listed below:

ERIC E. CUMMINGS, ESQUIRE
Law Offices of Dwight L. Koerber, Jr.
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830


Tabitha J. Wilson
Litigation Paralegal
TEL: 215-825-6464
FAX: 215-825-6483
EMAIL: twilson@kmllawgroup.com

Date: 1/11/12

FILED

JAN 12 2012

William A. Shaw
Rutherford County Clerk of Courts

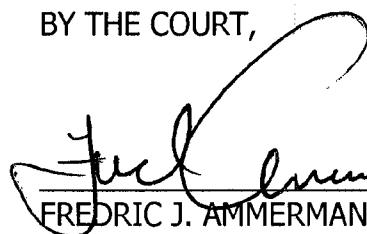
**IN THE COURT OF COMMON PLEAS OF CLINTON COUNTY, PENNSYLVANIA
CIVIL DIVISION**

NATIONAL CITY BANK, * NO. 08-952-CD
Plaintiff *
VS. *
CONNIE MCCALL and JACK MCCALL *
a/k/a JACLY LYNN MCCALL, *
Defendants *
*

ORDER

NOW, this 20th day of January, 2012 upon review of the Plaintiff's Motion for Summary Judgment and the parties' pleadings; it is the ORDER of this Court that the Motion for Summary Judgment be and is hereby DISMISSED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
01/23/2012
JAN 23 2012

S
William A. Shaw
Prothonotary/Clerk of Courts

1CC Atlys:
Puleo
Hallinan
Cummings
GIL

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William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/31/12

— You are responsible for serving all appropriate parties.

The Postbaccalaureate option has been established to meet the needs of students

The Fielding Agency's 8-line RES provided service to 4

Plaintiff's Attorney - Other

— 5 — Note: X Defendant(s) Agree.

卷之三

CA

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

NATIONAL CITY BANK, * NO. 08-952-CD
Plaintiff *
VS. *
CONNIE MCCALL and JACK MCCALL *
a/k/a JACLY LYNN MCCALL, *
Defendants *
*

AMENDED ORDER

AND NOW, this 25th day of January, 2012; it is the ORDER of this Court that the caption on this Court's Order of January 20, 2012 be and is hereby CORRECTED to The Court of Common Pleas of Clearfield County, all other provisions of the Order of January 20, 2012 are unchanged.

ORDER

NOW, this 20th day of January, 2012 upon review of the Plaintiff's Motion for Summary Judgment and the parties' pleadings; it is the ORDER of this Court that the Motion for Summary Judgment be and is hereby DISMISSED.

FILED

019-00134
JAN 26 2012

S William A. Shaw
Prothonotary/Clerk of Courts

CC Attnys: Romano
Cummings
GL

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

JAN 26 2012

William A. Shaw
Prothonotary/Clerk of Courts

DATE: Nebraska

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service in:

Plaintiff(s) Attorney Other

Defendant(s) Attorney Other

Clerk Other

Sheriff Other

County Clerk Other

City Clerk Other

State Clerk Other

Other

KML LAW GROUP, P.C.
Suite 5000 – BNY Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-627-1322

NATIONAL CITY BANK

Plaintiff

vs.

CONNIE MCCALL
JACK MCCALL a/k/a
JACLY LYNN MCCALL
3682 Chestnut Grove Highway a/k/a
RD 1 Box 200
Grampian, PA 16838

Defendant(s)

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 08-952-CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended without prejudice upon payment of your costs only.

KML LAW GROUP, P.C.



Thomas I. Puleo, Esquire
Attorney for Plaintiff

S **FILED** 1CC Atty
01/11/2012 Puleo
MAR 06 2012
William A. Shaw
Prothonotary/Clerk of Courts
Copy to CJA

KML LAW GROUP, P.C.
Suite 5000 – BNY Mellon Independence Center
701 Market Street
Philadelphia, PA 19106
(215) 627-1322
Attorney for Plaintiff

NATIONAL CITY BANK

Plaintiff

vs.

CONNIE MCCALL
JACK MCCALL a/k/a
JACLY LYNN MCCALL
3682 Chestnut Grove Highway a/k/a
RD 1 Box 200
Grampian, PA 16838

Defendant(s)

IN THE COURT OF COMMON
PLEAS

OF CLEARFIELD COUNTY

No. 08-952-CD

CERTIFICATE OF SERVICE

Tabitha Wilson hereby certifies that she did serve true and correct copies of Praecipe to Discontinue and End and all supporting papers attached hereto upon counsel for Defendants, by first class mail, postage pre-paid, on March 5, 2012:

Law Offices of Dwight L Koerber, Jr.
ERIC E. CUMMINGS ESQ.
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

KML LAW GROUP, P.C.


Tabitha Wilson
Litigation Paralegal for
Thomas I. Puleo, Esquire
Attorney for Plaintiff