

08-1100-CD
Amtrust Bank vs Brenda Frear

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
AMTRUST BANK,

Plaintiff,

vs.

BRENDA G. FREAR

Defendant.

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

I HEREBY CERTIFY THAT THE ADDRESS
OF THE PLAINTIFF IS:
1801 EAST NINTH STREET
SUITE 200, CLEVELAND, OHIO 44114
AND THE DEFENDANT:
142 Hillcrest Street
Winburne, PA 16879

CERTIFICATE OF LOCATION
I HEREBY CERTIFY THAT THE LOCATION OF
THE REAL ESTATE AFFECTED BY THIS LIEN IS
142 Hillcrest Street, Winburne, PA 16879
Municipality:

Scott A. Dietterick
ATTORNEY FOR PLAINTIFF

ATTY FILE NO.: XCP 103576

CIVIL DIVISION

NO.: 2008-1100-CD

TYPE OF PLEADING

CIVIL ACTION - COMPLAINT
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:
AmTrust Bank

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG &
ACKERMAN, LLC

Scott A. Dietterick, Esquire
Pa. I.D. #55650
Kimberly A. Bonner, Esquire
Pa. I.D. #89705
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Eric Santos, Esquire
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Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: XCP- 103576/bkm

FILED ^{pd \$95.00 Atty}
^{m/jl:25m}
JUN 16 2008 ^{acc shff}
William A. Shaw
Prothonotary/Clerk of Courts

Zucker, Goldberg & Ackerman, LLC
XCP-103576

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

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

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

AMTRUST BANK,	:	CIVIL DIVISION
	:	
Plaintiff,	:	NO.:
	:	
vs.	:	
	:	
BRENDA G. FREAR	:	
	:	
Defendant.	:	
	:	
	:	

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

NOTICE TO DEFEND

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

LAWYER REFERRAL

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

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

AMTRUST BANK,

Plaintiff,

vs.

BRENDA G. FREAR

Defendant.

:
: CIVIL DIVISION
:
: NO.:
:
:
:
:
:

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now comes AmTrust Bank, by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff, AmTrust Bank, which has its principal place of business at 1801 EAST NINTH STREET, SUITE 200, CLEVELAND, OHIO 44114.
2. The Defendant, Brenda G. Frear, is an individual whose last known address is 142 Hillcrest Street, Winburne, PA 16879.
3. On or about September 12, 2007, Brenda G. Frear executed a Note in favor of Am Trust Bank in the original principal amount of \$47,920.00.
4. On or about September 12, 2007, as security for payment of the aforesaid Note, Brenda G. Frear made, executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for Am Trust Bank a Mortgage in the original principal amount of \$47,920.00 on the premises hereinafter described, with said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on September 12, 2007, Instrument #200715150. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "A", attached hereto and made a part hereof.

5. The aforesaid Note and Mortgage was assigned by Mortgage Electronic Registration Systems, Inc. as nominee for Am Trust Bank to Am Trust Bank, plaintiff herein, pursuant to an assignment of mortgage to be recorded.

6. Defendant is the record and real owner of the aforesaid mortgaged premises.

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

8. On or about March 5, 2008, Defendant was mailed a combined Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 and Notice of Intention to Foreclose Mortgage, in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 and Act 6 of 1974, 41 P.S. §101, et seq.

9. The amount due and owing Plaintiff by Defendant is as follows:

Principal	\$ 47,920.00
Interest through 05/14/2008	\$ 2,516.10
Attorneys' Fees	\$ 1,250.00
Title Search & Costs	\$ 2,500.00
Late Charges	\$ 110.52
Miscellaneous	\$ 58.50
Total	\$ 54,355.12

plus interest on the principal sum (\$47,920.00) from May 14, 2008, at the rate of \$11.31 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$54,355.12, with interest thereon at the rate of \$11.31 per diem from May 14, 2008, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN

BY: 

Scott A. Dietterick, Esquire

PA I.D. # 55650

Kimberly A. Bonner, Esquire

PA I.D.#89705

Richard P. Haber, Esquire

PA I.D.#202567

Attorneys for Plaintiff

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

908-233-8500

FAX 908-233-1390

EXHIBIT A

CLEARFIELD COUNTY RECORDER OF DEEDS

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

Instrument Number - 200715150
Recorded On 9/12/2007 At 3:21:56 PM
* Instrument Type - MORTGAGE
* Total Pages - 16
Invoice Number - 173430
* Mortgagor - FREAR, BRENDA G
* Mortgagee - AMTRUST BANK
* Customer - UNLIMITED REAL EST SERVICES INC

***RETURN DOCUMENT TO:**
UNLIMITED REAL EST SERVICES INC
331 E. MARKET ST.
CLEARFIELD, PA 16830
ATTN: JENNIFER MICHAELS

*** FEES**
STATE WRIT TAX \$0.50
JCS/ACCESS TO JUSTICE \$10.00
RECORDING FEES - \$35.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL PAID \$50.50

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



Karen L. Starck
Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Prepared By:

Theresa Cummins
[Company Name]

[Name of Natural Person]

1346 S. Atherton Street
[Street Address]

State College, PA 16801
[City, State Zip Code]

After recording please return to:

AmTrust Bank Attn: Document Control
[Company Name]

[Name of Natural Person]

1111 Chester Ave
[Street Address]

Cleveland, OH 44114
[City, State Zip Code]

UPI/PIN/Tax ID:

[Space Above This Line For Recording Data]

Loan Number: 4331198

MORTGAGE

MIN 100162500043311985

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **September 12, 2007**, together with all Riders to this document.

(B) "Borrower" is **Brenda G Frear, A Single Woman**. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security**

Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) **"Lender"** is **AmTrust Bank**. Lender is a Federal Savings Bank organized and existing under the laws of The United States of America. Lender's address is 1801 East Ninth Street Suite 200, Cleveland, OH 44114.

(E) **"Note"** means the promissory note signed by Borrower and dated **September 12, 2007**. The Note states that Borrower owes Lender **Forty Seven Thousand Nine Hundred Twenty and 00/100ths Dollars (U.S. \$47,920.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2037**.

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

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

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

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

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

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

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

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

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

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

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

1527

Description - Exhibit 'A'
142 Hillcrest Street, Winburne, PA 16879

ALL that certain lot or piece situate in the Village of Winburne, *Cooper Township*, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Second Street one hundred forty (140) feet West from the corner of "B" Street at its intersection with Second Street, said post being on the division line between the property which was formerly the Danielson Estate and now Walter D. Holt; thence along the Holt property South three and one-half ($3 \frac{1}{2}$) degrees West two hundred (200) feet to a post; thence forty (40) feet to a post; thence North three and one-half ($3 \frac{1}{2}$) degrees East two hundred (200) feet to a post on Second Street, which post is situate one hundred (100) feet from corner of "B" Street; thence along Second Street North eighty-six and one-half ($86 \frac{1}{2}$) degrees West forty (40) feet to place of beginning, and being a lot of ground forty (40) feet in width and two hundred (200) feet in depth.

Being identified in the Clearfield County Mapping and Assessment Office as Tax Map No. 110-S09-540-00014.

BEING the same premises as were conveyed to Brenda G. Frear by Deed from Timothy L. Hertlein, Sr. and Christine M. Hertlein, husband and wife, dated September 12, 2007 and entered for record in the Recorder's Office of Clearfield County to Instrument No. 2007 151419

DBS

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the **County of Clearfield**:

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Tax Parcel ID No:

See Attached Exhibit A

which currently has the address of **142 Hillcrest Street**

[Street]

Winburne,
[City]

Pennsylvania 16879
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

Sub 3

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

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

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

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

for

receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice,

BSF

which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

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

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

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

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be

reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

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

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

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not

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be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such

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

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

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

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

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

6/28/08

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

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

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

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

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

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

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

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

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

Brenda G Frear (Seal)
Brenda G Frear -Borrower
(Printed Name)

____ (Seal)
____ -Borrower
(Printed Name)

____ (Seal)
____ -Borrower
(Printed Name)

____ (Seal)
____ -Borrower
(Printed Name)

Certificate of Residence:

I/We do hereby certify that the precise address of the within named mortgagee, assignee or person entitled to interest is 1801 East Ninth Street, Suite 200, Cleveland, OH 44114

By: Spencer Michaels
Title: Settlement Agent

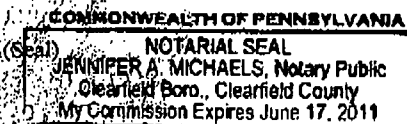
State of Pennsylvania

§
§
§

County of Clearfield

On this, the 12th day of September, 2007, before me Jennifer A. Michaels, the undersigned officer, personally appeared Brenda G Frear 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.



Signature

Notary Public

Title of Officer

BAY

VERIFICATION

Scott A. Dietterick, Esquire hereby states that he is attorney for PLAINTIFF in this matter, that Plaintiff is outside the jurisdiction of the court and or the Verification could not be obtained within the time allowed for the filing of the pleading, that he is authorized to make this verification pursuant to Pa. R. C. P. 1024 (c) and that the statements made in the foregoing pleading in the Civil Action in Mortgage Foreclosure are based upon information supplied by Plaintiff and are true and correct to the best of his knowledge, information and belief. Furthermore, it is the undersigned's intention to substitute a verification from Plaintiff as soon as it is received by counsel.

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



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

Dated: 06/13/08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1100-CD

AMTRUST BANK
vs
BRENDA G. FREAR

SERVICE # 2 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/16/2008 HEARING: PAGE: 104287

DEFENDANT: BRENDA G. FREAR
ADDRESS: 142 HILLCREST ST.
WINBURN, PA 16879

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS VACANT

ATTEMPTS 10-24-08 - 2:00 PM - NLF

FILED

03:15 pm
JUN 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

OCCUPIED

SHERIFF'S RETURN

NOW, THIS 26th day of June 2008 AT 1:38 AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON BRENDA G. FREAR, DEFENDANT

BY HANDING TO BRENDA FREAR, Def

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

ADDRESS SERVED 142 HILLCREST Winburn

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR BRENDA G. FREAR

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO BRENDA G. FREAR

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy George F. DeHaven
Deputy Signature

Deputy George F. DeHaven
Print Deputy Name

AMTRUST BANK
vs
BRENDA G. FREAR

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/16/2008 HEARING: PAGE: 104287

DEFENDANT: BRENDA G. FREAR
ADDRESS: 697 POTTERSDALE ROAD
KARTHAUS, PA 16845

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

does not live there**SHERIFF'S RETURN**

NOW This 20th day of June 2008 AT 1:38 AM / PM (C) SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON BRENDA G. FREAR, DEFENDANTBY HANDING TO BRENDA FREARDef

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

ADDRESS SERVED 142 HILLCREST Rd W, W BURGNOW _____ AT _____ AM / PM **POSTED** THE WITHINCOMPLAINT IN MORTGAGE FORECLOSURE FOR BRENDA G. FREAR

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO BRENDA G. FREAR

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Dep George F. DeHaven

Deputy Signature

Dep George F. DeHaven
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104287
NO: 08-1100-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: AMTRUST BANK
vs.
DEFENDANT: BRENDA G. FREAR

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	ZUCKER	175215	20.00
SHERIFF HAWKINS	ZUCKER	175215	64.40

FILED

013:35Lm
OCT 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

AmTrust Bank,

Plaintiff

CIVIL DIVISION

No.: 2008-1100-CD

ISSUE NUMBER:

vs.

TYPE OF PLEADING:

Brenda G. Frear

Defendant(s).

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

I Hereby certify that the last known address
of Defendant(s) is/are:

142 Hillcrest Street
Winburne, PA 16879

FILED ON BEHALF OF:

AmTrust Bank
Plaintiff

Eric Santos

Attorney for Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG & ACKERMAN,
LLC

Scott A. Dietterick, Esquire

Pa I.D.# 55650

Kimberly A. Bonner, Esquire

Pa I.D. #89705

Richard P. Haber, Esquire

Pa I.D. #202567

Eric Santos, Esquire

Pa I.D. #201493

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

(908) 233-8500

Atty File No.: XCP-103576

FILED
m/12/15
OCT 15 2008
William A. Shaw
Prothonotary/Clerk of Courts
pd \$20.00 Atty
rec notice to
def
statement to
Atty

Zucker, Goldberg & Ackerman, LLC
XCP-103576

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AmTrust Bank

Plaintiff,

vs.

Brenda G. Frear

Defendant(s).

:
:
:
:
:
:
:
:
:
:

CIVIL DIVISION

NO.: 2008-1100-CD

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR/MADAM:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendant(s), Brenda G. Frear, in the amount of **\$56,105.60** which is itemized as follows for failure to file an Answer:

Principal	\$47,920.00
Interest through 10/10/08	\$4,171.49
Attorneys' Fees	\$1,250.00
Title Search & Costs	\$2,500.00
Late Charges	\$ 184.21
Miscellaneous	\$ 79.90
Total	\$56,105.60

plus interest on the principal sum (\$47,920.00) from October 10, 2008, at the rate of \$11.11 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN, LLC

BY: 

Dated: October 10, 2008

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Attorneys for Plaintiff
XCP-103576/pn
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500; (908) 233-1390 FAX

Zucker, Goldberg & Ackerman, LLC
XCP-103576

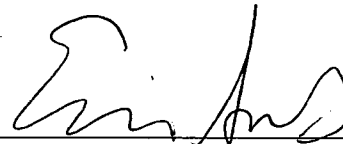
AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATE OF MAILING OF NOTICE OF
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS:

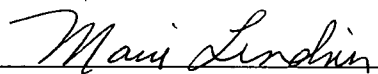
COUNTY OF DAUPHIN

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



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

Sworn to and subscribed before me
This 14 day of October, 2008



Notary Public

My Commission Expires:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AmTrust Bank

Plaintiff,

vs.

Brenda G. Frear

Defendant.

CIVIL DIVISION

NO.: 2008-1100-CD

COPY

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: Brenda G. Frear

- () Plaintiff
(X) Defendant
() Additional Defendant

You are hereby notified that an Order, Decree or Judgment was entered in the above captioned proceeding on October 15, 2008.

- () A copy of the Order or Decree is enclosed,
or
(X) The judgment is as follows: **\$56,105.60**

plus interest on the principal sum (\$47,920.00) from October 10, 2008, at the rate of \$11.11 per diem, plus additional late charges, and costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.


LM

Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1100-CD

AMTRUST BANK
vs
BRENDA G. FREAR

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/16/2008 HEARING: PAGE: 104287

DEFENDANT: BRENDA G. FREAR
ADDRESS: 697 POTTERSDALE ROAD
KARTHAUS, PA 16845
ALTERNATE ADDRESS

COPY

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS does not live there

SHERIFF'S RETURN

NOW This 26th day of June 2008 AT 1:38 AM ☒ PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON BRENDA G. FREAR, DEFENDANT

BY HANDING TO BRENDA FREAR Def

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

ADDRESS SERVED 142 HILLCREST Rd W, N BURG

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR BRENDA G. FREAR

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO BRENDA G. FREAR

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Dep George F. DeHaven

Deputy Signature

Dep George F. DeHaven

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1100-CD

AMTRUST BANK
vs
BRENDA G. FREAR

SERVICE # 2 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/16/2008

HEARING:

PAGE: 104287

COPY

DEFENDANT: BRENDA G. FREAR
ADDRESS: 142 HILLCREST ST
WINBURNE, PA 16879
ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS

VACANT

OCCUPIED

ATTEMPTS

10-24-08 - 2:00 PM - N/H

SHERIFF'S RETURN

NOW, this 26th day of June 2008 AT 1:38 AM / PM (C) SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON BRENDA G. FREAR, DEFENDANT

BY HANDING TO BRENDA FREAR, Ret

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

ADDRESS SERVED 142 HILLCREST St in BURNIE

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR BRENDA G. FREAR

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO BRENDA G. FREAR

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Dep. George F. DeHaven
Deputy Signature

Dep. George F. DeHaven
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AmTrust Bank

CIVIL DIVISION

NO.: 2008-1100-CD

Plaintiff,

vs.

Brenda G. Frear

Defendant.

IMPORTANT NOTICE

TO: Brenda G. Frear
142 Hillcrest Street
Winburne, PA 16879

DATE OF NOTICE: 8/15/2008

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AmTrust Bank

CIVIL DIVISION

NO.: 2008-1100-CD

Plaintiff,

vs.

Brenda G. Frear

Defendant.

AVISO IMPORTANTE

TO: Brenda G. Frear
142 Hillcrest Street
Winburne, PA 16879

FECHA DEL AVISO: 8/15/2008

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

NOTICE TO DEFEND & LAWYER REFERRAL SERVICE

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

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

ZUCKER, GOLDBERG & ACKERMAN

BY: **Scott A. Dieterick**

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

FIRST CLASS U.S. MAIL, POSTAGE PREPAID

103576

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

Amtrust Bank
Plaintiff(s)

No.: 2008-01100-CD

Real Debt: \$56,105.60

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Brenda G. Frear
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 15, 2008

Expires: October 15, 2013

Certified from the record this October 15, 2008



um

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

PRAECIPE FOR WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

AmTrust Bank,

Docket No.: 2008-1100-CD

Plaintiff,

vs.

Execution No.:

Brenda G. Frear

Defendant.

FILED

JAN 22 2009

m/11:30/6
William A. Shaw

Prothonotary/Clerk of Courts

1 cent to Att

1 cent w/ 6 units
to SHCP

To the Prothonotary of Clearfield County:

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

See Exhibit "A" attached.

Amount Due	\$56,105.60
Interest from 10/10/2008 to date of sale	\$1,999.80

Total	\$58,105.40 plus costs to be added
Plus Costs (Costs to be added)	

Prothonotary costs

ZUCKER GOLDBERG & ACKERMAN, LLC

Dated: December 17, 2008

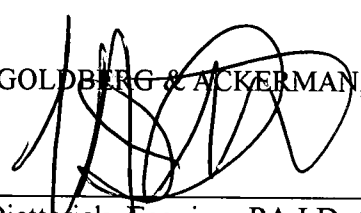
BY: 
Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XCP-103576
(908) 233-8500; (908) 233-1390 FAX

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PIECE SITUATE IN THE VILLAGE OF WINBURNE, COOPER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON SECOND STREET 140 FEET WEST FROM THE CORNER OF "B" STREET AT ITS INTERSECTION WITH SECOND STREET, SAID POST BEING ON THE DIVISION LINE BETWEEN THE PROPERTY WHICH WAS FORMERLY THE DANIELSON ESTATE AND NOW WALTER D. HOLT; THENCE ALONG THE HOLT PROPERTY SOUTH 3 ½ DEGREES WEST 200 FEET TO A POST; THENCE 40 FEET TO A POST; THENCE NORTH 3 ½ DEGREES EAST 200 FEET TO A POST ON SECOND STREET, WHICH POST IS SITUATE 100 FEET FROM CORNER OF "B" STREET; THENCE ALONG SECOND STREET NORTH 86 ½ DEGREES WEST 40 FEET TO PLACE OF BEGINNING, AND BEING A LOT OF GROUND 40 FEET IN WIDTH AND 200 FEET IN DEPTH.

TAX PARCEL I.D.: 110-S09-540-00014

ADDRESS: 142 HILLCREST STREET, WINBURNE, PA 16879.

BEING THE SAME PREMISES WHICH TIMOTHY L. HERTLEIN, SR. AND CHRISTINE M. HERTLEIN, HUSBAND AND WIFE, BY DEED DATED SEPTEMBER 12, 2007 AND RECORDED SEPTEMBER 12, 2007 IN AND FOR CLEARFIELD COUNTY, PENNSYLVANIA, IN DEED BOOK VOLUME INSTRUMENT #200715149, PAGE , GRANTED AND CONVEYED UNTO BRENDA G. FREAR.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

AmTrust Bank,

Plaintiff,

vs.

Brenda G. Frear

Defendant.

Docket No.: 2008-1100-CD

Execution No.:

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

AMOUNT DUE	\$56,105.60
INTEREST from 10/10/2008 to date of sale	\$1,999.80

	Total	\$58,105.40
		plus costs to be added
(Costs to be added)		

Prothonotary costs

135--

Prothonotary:

By: 
Clerk

Date: 1-22-09

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PIECE SITUATE IN THE VILLAGE OF WINBURNE, COOPER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON SECOND STREET 140 FEET WEST FROM THE CORNER OF "B" STREET AT ITS INTERSECTION WITH SECOND STREET, SAID POST BEING ON THE DIVISION LINE BETWEEN THE PROPERTY WHICH WAS FORMERLY THE DANIELSON ESTATE AND NOW WALTER D. HOLT; THENCE ALONG THE HOLT PROPERTY SOUTH 3 ½ DEGREES WEST 200 FEET TO A POST; THENCE 40 FEET TO A POST; THENCE NORTH 3 ½ DEGREES EAST 200 FEET TO A POST ON SECOND STREET, WHICH POST IS SITUATE 100 FEET FROM CORNER OF "B" STREET; THENCE ALONG SECOND STREET NORTH 86 ½ DEGREES WEST 40 FEET TO PLACE OF BEGINNING, AND BEING A LOT OF GROUND 40 FEET IN WIDTH AND 200 FEET IN DEPTH.

TAX PARCEL I.D.: 110-S09-540-00014

ADDRESS: 142 HILLCREST STREET, WINBURNE, PA 16879.

BEING THE SAME PREMISES WHICH TIMOTHY L. HERTLEIN, SR. AND CHRISTINE M. HERTLEIN, HUSBAND AND WIFE, BY DEED DATED SEPTEMBER 12, 2007 AND RECORDED SEPTEMBER 12, 2007 IN AND FOR CLEARFIELD COUNTY, PENNSYLVANIA, IN DEED BOOK VOLUME INSTRUMENT #200715149, PAGE , GRANTED AND CONVEYED UNTO BRENDA G. FREAR.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

AmTrust Bank,

Plaintiff,

vs.

Brenda G. Frear

Defendant.

:
:
: Docket No.: 2008-1100-CD
:
: Execution No.:
:
:
:
:
:
:

AFFIDAVIT PURSUANT TO RULE 3129.1

AmTrust Bank, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located at 142 Hillcrest Street, Winburne, PA 16879.

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

BRENDA G. FREAR
142 Hillcrest Street
Winburne, PA 16879

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

BRENDA G. FREAR
142 Hillcrest Street
Winburne, PA 16879

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

AMTRUST BANK
Plaintiff

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

AMTRUST BANK
Plaintiff

MERS, INC. AS NOMINEE FOR AM TRUST BANK
1801 EAST NINTH STREET, SUITE 200
CLEVELAND, OH 44114

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

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

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

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

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

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

UNKNOWN TENANT OR TENANTS
142 Hillcrest Street
Winburne, PA 16879

UNKNOWN SPOUSE
697 Pottersdale Road
Karthaus, PA 16845

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

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

ZUCKER GOLDBERG & ACKERMAN, LLC

Dated: December 17, 2008

BY: 

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

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

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

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

Joel A. Ackerman, Esquire; PA I.D. #202729

200 Sheffield Street, Suite 301

Mountainside, NJ 07092

File No.: XCP-103576

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

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PIECE SITUATE IN THE VILLAGE OF WINBURNE, COOPER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON SECOND STREET 140 FEET WEST FROM THE CORNER OF "B" STREET AT ITS INTERSECTION WITH SECOND STREET, SAID POST BEING ON THE DIVISION LINE BETWEEN THE PROPERTY WHICH WAS FORMERLY THE DANIELSON ESTATE AND NOW WALTER D. HOLT; THENCE ALONG THE HOLT PROPERTY SOUTH 3 ½ DEGREES WEST 200 FEET TO A POST; THENCE 40 FEET TO A POST; THENCE NORTH 3 ½ DEGREES EAST 200 FEET TO A POST ON SECOND STREET, WHICH POST IS SITUATE 100 FEET FROM CORNER OF "B" STREET; THENCE ALONG SECOND STREET NORTH 86 ½ DEGREES WEST 40 FEET TO PLACE OF BEGINNING, AND BEING A LOT OF GROUND 40 FEET IN WIDTH AND 200 FEET IN DEPTH.

TAX PARCEL I.D.: 110-S09-540-00014

ADDRESS: 142 HILLCREST STREET, WINBURNE, PA 16879.

BEING THE SAME PREMISES WHICH TIMOTHY L. HERTLEIN, SR. AND CHRISTINE M. HERTLEIN, HUSBAND AND WIFE, BY DEED DATED SEPTEMBER 12, 2007 AND RECORDED SEPTEMBER 12, 2007 IN AND FOR CLEARFIELD COUNTY, PENNSYLVANIA, IN DEED BOOK VOLUME INSTRUMENT #200715149, PAGE , GRANTED AND CONVEYED UNTO BRENDA G. FREAR.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMTRUST BANK,

Plaintiff,

vs.

Brenda G. Frear

Defendant.

CIVIL DIVISION

NO.: 2008-1100-CD

Sheriff Sale #:

TYPE OF PLEADING

**Pa. R.C.P. RULE 3129.2(C) AFFIDAVIT OF
SERVICE OF
DEFENDANT/OWNER AND
OTHER PARTIES OF INTEREST**

CODE:

FILED ON BEHALF OF:

AmTrust Bank

COUNSEL OF RECORD FOR THIS
PARTY:

ZUCKER, GOLDBERG & ACKERMAN, LLC

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

200 Sheffield Street, Suite 301
Mountainside, NJ 07092
(908) 233-8500
(908) 233-1390 FAX
office@zuckergoldberg.com
File No.: XCP- 103576/ml

FILED

MAR 05 2009

ml 11:55/cw

William A. Shaw
Prothonotary/Clerk of Courts

6

no 9/c

(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

AMTRUST BANK,	:	CIVIL DIVISION
	:	
Plaintiff,	:	NO.: 2008-1100-CD
	:	
vs.	:	
	:	
Brenda G. Frear	:	
	:	
Defendant.	:	
	:	
	:	

**Pa.R.C.P. RULE 3129(c) AFFIDAVIT OF SERVICE OF
DEFENDANT/OWNER AND OTHER PARTIES OF INTEREST**

I, Marie Lindner, a paralegal with the firm of Zucker, Goldberg & Ackerman, LLC, attorneys for Plaintiff, AmTrust Bank, being duly sworn according to law depose and make the following Affidavit regarding the service of Plaintiff's Notice of Sheriff's Sale of Real Property in this matter on Defendant/Owner and Other Parties of Interest as follows:

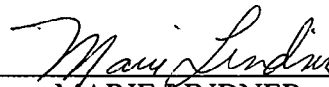
1. Defendant, Brenda G. Frear, is the record owner of the real property.
2. On or about 2/19/09, Brenda G. Frear was served with Plaintiff's Notice of Sheriff's Sale of Real Property Pursuant to Pa. R.C.P. 3129, via certified mail at the address of the mortgaged premises being 142 Hillcrest Street, Winburne, PA 16879. A true and correct copy of said Notice and Return of Service are marked Exhibit "A", attached hereto and made a part hereof.
3. On or about 3/2/09, Plaintiff's counsel served all other parties in interest with Plaintiff's Notice of Sheriff's Sale according to Plaintiff's Affidavit Pursuant to rule 3129.1, via First Class U.S. Mail, Postage Pre-Paid, with a Certificate of Mailing. True and correct copies of

said Notices and Certificates of Mailing are marked Exhibit "B", attached hereto and made a part hereof.

Finally, the undersigned deposes and says that the Defendant/Owner and all other Parties of Interest were served with Plaintiff's Notice of Sheriff's Sale of Real Property in accordance with Pa.R.C.P. 3129.2.

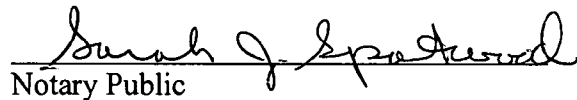
ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff

Dated: March 3, 2009



MARIE LINDNER
Paralegal

Sworn to and subscribed before
me this 3rd day of March, 2009



Notary Public

MY COMMISSION EXPIRES:

SARAH J. SPOTWOOD
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/19/2009

EXHIBIT A

2. Article Number



7260 3901 9845 9257 6758

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Brenda G. Frear
142 Hillcrest Street
Winburne, PA 16879

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

x Brenda Frear

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☐ No

Reference Information

PA JD 103576

PS Form 3811, January 2005

Domestic Return Receipt

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

AMTRUST BANK,

Plaintiff,

vs.

Brenda G. Frear
Defendant.

CIVIL DIVISION

NO.: 2008-1100-CD

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

Brenda G. Frear
142 Hillcrest Street
Winburne, PA 16879

Certified Article Number

7160 3701 9845 9257 6758

SENDERS RECORD

TAKE NOTICE:

That the Sheriff's Sale of Real Property (Real Estate) will be held at Clearfield County Sheriff's Office, 1 North 2nd Street, Suite 116, Clearfield, PA on **FRIDAY, APRIL 3, 2009** at 10:00 A.M. prevailing local time.

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

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

The **LOCATION** of your property to be sold is:

142 Hillcrest Street, Winburne, PA, 16879

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

No. 2008-1100-CD

Zucker, Goldberg & Ackerman, LLC
XCP-103576

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS
PROPERTY ARE:

Brenda G. Frear

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes), will be filed by the Sheriff thirty (30) days after the sale, and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it, within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Clearfield County, 230 East Market Street, Clearfield, PA 16830.

**THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR
PROPERTY.**

It has been issued because there is a Judgment against you. It may cause your property to be held, to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET
FREE LEGAL ADVICE.**

**Lawyer Referral Service of the Clearfield
County Bar Association**

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

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of Clearfield County to open the Judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

**Zucker, Goldberg & Ackerman, LLC
XCP-103576**

2. After the Sheriff's Sale, you may file a petition with the Court of Common Pleas of Clearfield County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Clearfield County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Clearfield County Courthouse, 230 East Market Street, Clearfield, PA 16830, before presentation of the petition to the Court.

ZUCKER GOLDBERG & ACKERMAN, LLC

Dated: December 17, 2008

BY: 

Scott A. Dietterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XCP-103576
(908) 233-8500; (908) 233-1390 FAX

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND
VIA PERSONAL SERVICE BY THE SHERIFF OF CLEARFIELD CO.**

Zucker, Goldberg & Ackerman, LLC
XCP-103576

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PIECE SITUATE IN THE VILLAGE OF WINBURNE, COOPER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON SECOND STREET 140 FEET WEST FROM THE CORNER OF "B" STREET AT ITS INTERSECTION WITH SECOND STREET, SAID POST BEING ON THE DIVISION LINE BETWEEN THE PROPERTY WHICH WAS FORMERLY THE DANIELSON ESTATE AND NOW WALTER D. HOLT; THENCE ALONG THE HOLT PROPERTY SOUTH 3 ½ DEGREES WEST 200 FEET TO A POST; THENCE 40 FEET TO A POST; THENCE NORTH 3 ½ DEGREES EAST 200 FEET TO A POST ON SECOND STREET, WHICH POST IS SITUATE 100 FEET FROM CORNER OF "B" STREET; THENCE ALONG SECOND STREET NORTH 86 ½ DEGREES WEST 40 FEET TO PLACE OF BEGINNING, AND BEING A LOT OF GROUND 40 FEET IN WIDTH AND 200 FEET IN DEPTH.

TAX PARCEL I.D.: 110-S09-540-00014

ADDRESS: 142 HILLCREST STREET, WINBURNE, PA 16879.

BEING THE SAME PREMISES WHICH TIMOTHY L. HERTLEIN, SR. AND CHRISTINE M. HERTLEIN, HUSBAND AND WIFE, BY DEED DATED SEPTEMBER 12, 2007 AND RECORDED SEPTEMBER 12, 2007 IN AND FOR CLEARFIELD COUNTY, PENNSYLVANIA, IN DEED BOOK VOLUME INSTRUMENT #200715149, PAGE , GRANTED AND CONVEYED UNTO BRENDA G. FREAR.

SEIZED, taken in execution to be sold as the property of BRENDA G. FREAR, at the suit of AMTRUST BANK. JUDGMENT NO. 08-1100-CD

EXHIBIT B



Certificate Of

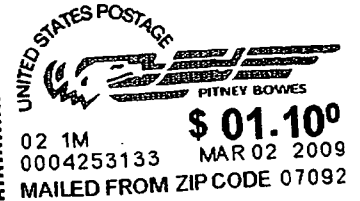
This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be us and international mail.

From: Scott A. Dietterick, Esquire

c/o Zucker, Goldberg & Ackerman, LLC

200 Sheffield Street, Suite 301

Mountainside, NJ 07092



XCP-103576/es

To: CLEARFIELD COUNTY TAX CLAIM BUREAU

230 East Market Street

Clearfield, PA 16830

Postmark Here



PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of

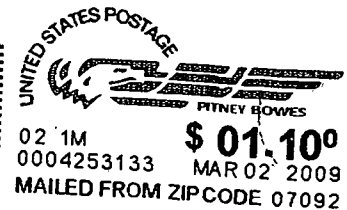
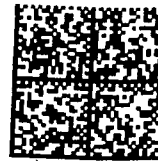
This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may and international mail.

From: Scott A. Dietterick, Esquire

c/o Zucker, Goldberg & Ackerman, LLC

200 Sheffield Street, Suite 301

Mountainside, NJ 07092



XCP-103576/es

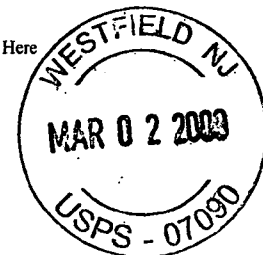
To: COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF WELFARE

P.O. Box 2675

Harrisburg, PA 17105

Postmark Here



PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of

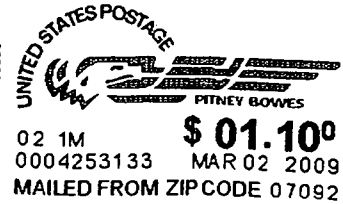
This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Scott A. Dietterick, Esquire

c/o Zucker, Goldberg & Ackerman, LLC

200 Sheffield Street, Suite 301

Mountainside, NJ 07092



XCP-103576/es

To: UNKNOWN SPOUSE
697 Pottersdale Road
Karthaus, PA 16845

Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of

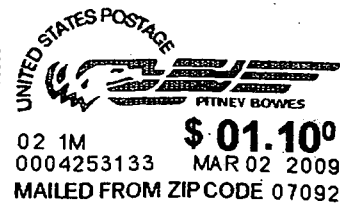
This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Scott A. Dietterick, Esquire

c/o Zucker, Goldberg & Ackerman, LLC

200 Sheffield Street, Suite 301

Mountainside, NJ 07092



XCP-103576/es

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

Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

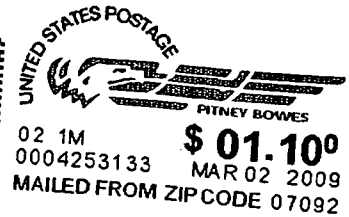




Certificate Of

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

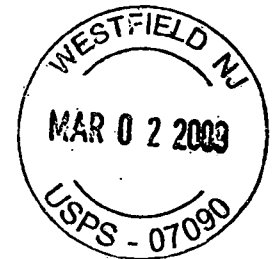
From: Scott A. Dietterick, Esquire
c/o Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092



XCP-103576/es

To: UNKNOWN TENANT OR TENANTS
142 Hillcrest Street
Winburne, PA 16879

Postmark Here



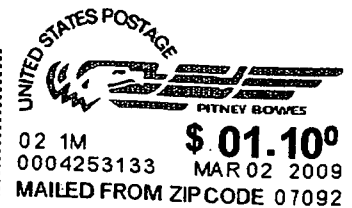
PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Scott A. Dietterick, Esquire
c/o Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092



XCP-103576/es

To: MERS, INC. AS NOMINEE FOR AM TRUST BANK
1801 EAST NINTH STREET, SUITE 200
CLEVELAND, OH 44114

Postmark Here



PS Form 3817, April 2007 PSN 7530-02-000-9065

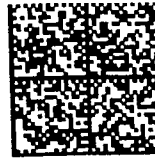


**UNITED STATES
POSTAL SERVICE®**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This f
and international mail.

From: Scott A. Dietterick, Esquire
c/o Zucker, Goldberg & Ackerman, LLC
200 Sheffield Street, Suite 301
Mountainside, NJ 07092

Certificate Of



UNITED STATES POSTAGE

02 1M
0004253133
MAILED FROM ZIP CODE 07092
\$ 01.10⁰
MAR 02 2009

XCP-103576/es

To: CLEARFIELD COUNTY DOMESTIC RELATIONS OFFICE
230 E. Market Street
Suite 300
Clearfield, PA 16830

Postmark Here



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

AMTRUST BANK,

Plaintiff,

vs.

Brenda G. Frear

Defendant.

:
: CIVIL DIVISION
:
: NO.: 2008-1100-CD
:
:
:
:
:
:
:
:
:

NOTICE TO LIENHOLDERS AND OTHER PARTIES IN INTEREST
PURSUANT TO Pa.R.C.P. 3129(b)

TO:

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

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

UNKNOWN TENANT OR TENANTS
142 Hillcrest Street
Winburne, PA 16879

MERS, INC. AS NOMINEE FOR AM TRUST BANK
1801 EAST NINTH STREET, SUITE 200
CLEVELAND, OH 44114

UNKNOWN SPOUSE
697 Pottersdale Road
Karthaus, PA 16845

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

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

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY COURTHOUSE
Clearfield, Pennsylvania 16830

On **04/03/2009 at 10:00am**, the following described real estate which Brenda G. Frear are the owners or reputed owners and on which you may hold a lien or have an interest which could be affected by the sale of:

142 Hillcrest Street,
Winburne, PA 16879
Clearfield County

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

The said Writ of Execution has been issued on a judgment in the action of

AmTrust Bank

Plaintiff

vs.

Brenda G. Frear, et al

Defendant(s)

at EX. NO. 2008-1100-CD in the amount of \$56105.60 plus interest and costs.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distributions or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

If you have any questions or comments with regard to the Sheriff's Sale or this Notice, you should contact your attorney as soon as possible.

ZUCKER GOLDBERG & ACKERMAN LLC

Dated: March 2, 2009

BY: 

Scott A. Dieterick, Esquire; PA I.D. #55650
Kimberly A. Bonner, Esquire; PA I.D. #89705
Richard P. Haber, Esquire; PA I.D. #202567
Eric Santos, Esquire; PA I.D. #201493
Joel A. Ackerman, Esquire; PA I.D. #202729
200 Sheffield Street, Suite 301
Mountainside, NJ 07092
File No.: XCP-103576
(908) 233-8500; (908) 233-1390 FAX

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PIECE SITUATE IN THE VILLAGE OF WINBURNE, COOPER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON SECOND STREET 140 FEET WEST FROM THE CORNER OF "B" STREET AT ITS INTERSECTION WITH SECOND STREET, SAID POST BEING ON THE DIVISION LINE BETWEEN THE PROPERTY WHICH WAS FORMERLY THE DANIELSON ESTATE AND NOW WALTER D. HOLT; THENCE ALONG THE HOLT PROPERTY SOUTH 3 ½ DEGREES WEST 200 FEET TO A POST; THENCE 40 FEET TO A POST; THENCE NORTH 3 ½ DEGREES EAST 200 FEET TO A POST ON SECOND STREET, WHICH POST IS SITUATE 100 FEET FROM CORNER OF "B" STREET; THENCE ALONG SECOND STREET NORTH 86 ½ DEGREES WEST 40 FEET TO PLACE OF BEGINNING, AND BEING A LOT OF GROUND 40 FEET IN WIDTH AND 200 FEET IN DEPTH.

TAX PARCEL I.D.: 110-S09-540-00014

ADDRESS: 142 HILLCREST STREET, WINBURNE, PA 16879.

BEING THE SAME PREMISES WHICH TIMOTHY L. HERTLEIN, SR. AND CHRISTINE M. HERTLEIN, HUSBAND AND WIFE, BY DEED DATED SEPTEMBER 12, 2007 AND RECORDED SEPTEMBER 12, 2007 IN AND FOR CLEARFIELD COUNTY, PENNSYLVANIA, IN DEED BOOK VOLUME INSTRUMENT #200715149, PAGE , GRANTED AND CONVEYED UNTO BRENDA G. FREAR.

SEIZED, taken in execution to be sold as the property of BRENDA G. FREAR, at the suit of AMTRUST BANK. JUDGMENT NO. 08-1100-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20912
NO: 08-1100-CD

PLAINTIFF: AMTRUST BANK
vs.
DEFENDANT: BRENDA G. FREAR

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 1/23/2009

LEVY TAKEN 2/11/2009 @ 10:50 AM

POSTED 2/11/2009 @ 10:52 AM

SALE HELD 4/3/2009

SOLD TO AMTRUST BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 4/15/2009

DATE DEED FILED 4/15/2009

PROPERTY ADDRESS 142 HILLCREST STREET WINBURNE , PA 16879

^S FILED
0/3/3/09
APR 15 2009
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

@ SERVED BRENDA G. FREAR

DEPUTIES UNABLE TO SERVE BRENDA G. FREAR, DEFENDANT, AT 142 HILLCREST STREET, WINBURNE, PA THE RESIDENCE WAS VACANT. ATTY OFFICE SERVED BY CERT MAIL ON 2/19/09

4/1/2009 @ SERVED BRENDA G. FREAR

SERVED BRENDA G. FREAR, DEFENDANT, BY REG & CERT MAIL TO 142 HILLCREST STREET, WINBURNE, PENNSYLVANIA; CERT #70083230000335907358. SIGNED FOR BY BRENDA FREAR.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20912
NO: 08-1100-CD

PLAINTIFF: AMTRUST BANK
vs.
DEFENDANT: BRENDA G. FREAR

Execution REAL ESTATE

SHERIFF RETURN


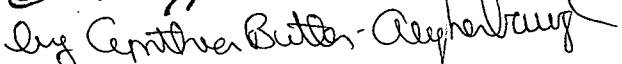
SHERIFF HAWKINS \$235.04

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

AmTrust Bank,

Plaintiff,

vs.

Brenda G. Frear

Defendant.

Docket No.: 2008-1100-CD

Execution No.:

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

See Exhibit "A" attached.

AMOUNT DUE	\$56,105.60
INTEREST from 10/10/2008 to date of sale	\$1,999.80

Total	\$58,105.40 plus costs to be added
-------	---------------------------------------

(Costs to be added)

Prothonotary costs

\$ 135.00

Prothonotary:

By: Will

Clerk

Date: 1-22-09

Received this writ this 23rd day
of January A.D. 2009
At 3:00 A.M./P.M.

Charles A. Hunkeler
Sheriff of Clearfield County

Zucker, Goldberg & Ackerman, LLC
XCP-103576

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT OR PIECE SITUATE IN THE VILLAGE OF WINBURNE, COOPER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POST ON SECOND STREET 140 FEET WEST FROM THE CORNER OF "B" STREET AT ITS INTERSECTION WITH SECOND STREET, SAID POST BEING ON THE DIVISION LINE BETWEEN THE PROPERTY WHICH WAS FORMERLY THE DANIELSON ESTATE AND NOW WALTER D. HOLT; THENCE ALONG THE HOLT PROPERTY SOUTH 3 ½ DEGREES WEST 200 FEET TO A POST; THENCE 40 FEET TO A POST; THENCE NORTH 3 ½ DEGREES EAST 200 FEET TO A POST ON SECOND STREET, WHICH POST IS SITUATE 100 FEET FROM CORNER OF "B" STREET; THENCE ALONG SECOND STREET NORTH 86 ½ DEGREES WEST 40 FEET TO PLACE OF BEGINNING, AND BEING A LOT OF GROUND 40 FEET IN WIDTH AND 200 FEET IN DEPTH.

TAX PARCEL I.D.: 110-S09-540-00014

ADDRESS: 142 HILLCREST STREET, WINBURNE, PA 16879.

BEING THE SAME PREMISES WHICH TIMOTHY L. HERTLEIN, SR. AND CHRISTINE M. HERTLEIN, HUSBAND AND WIFE, BY DEED DATED SEPTEMBER 12, 2007 AND RECORDED SEPTEMBER 12, 2007 IN AND FOR CLEARFIELD COUNTY, PENNSYLVANIA, IN DEED BOOK VOLUME INSTRUMENT #200715149, PAGE , GRANTED AND CONVEYED UNTO BRENDA G. FREAR.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME BRENDA G. FREAR

NO. 08-1100-CD

NOW, April 15, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 03, 2009, I exposed the within described real estate of Brenda G. Frear to public venue or outcry at which time and place I sold the same to AMTRUST BANK he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	22.00
LEVY	15.00
MILEAGE	22.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$235.04

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	56,105.60
INTEREST @ %	0.00
FROM TO 04/03/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,999.80
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$58,125.40

COSTS:

ADVERTISING	348.25
TAXES - COLLECTOR	177.53
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	235.04
LEGAL JOURNAL COSTS	243.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$1,312.32

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRENDA G. FREAR
142 HILLCREST STREET
WINBURE, PA 16879

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Brenda Frear

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

BRENDA FREAR

C. Date of Delivery

4-11-09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7008 3230 0003 3590 7358

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal ServiceTM

CERTIFIED MAILTM RECEIPT

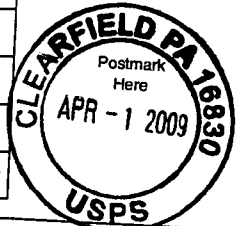
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

7008 3230 0003 3590 7358

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.49



Sent To

Street, Apt. No.,
or PO Box No. BREND A G. FREAR
142 HILLCREST STREET
City, State, ZIP+4 WINBURE, PA 16879

PS Form 3800, August 2006

See Reverse for Instructions