

08-1208-CD

Deutsche Bank vs Joseph Kruckow II al

GOLDBECK McCAFFERTY & McKEEVER

BY: MICHAEL T. McKEEVER
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ATTORNEY FOR PLAINTIFF

FILED *Atty Paid 95.00*
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JUL 01 2008
William A. Shaw *WAS*
Prothonotary/Clerk of Courts

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
TRUSTEE ON BEHALF OF THE
CERTIFICATEHOLDERS OF MORGAN STANLEY ABS
CAPITAL I INC. TRUST 2005-WMC1 MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2005-WMC1
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff

vs.

JOSEPH L. KRUCKOW II
JOANN M. KRUCKOW a/k/a JOANN MARIE KRUCKOW
Mortgagors and Real Owners
609 Green Glen Drive
Dubois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. *2008-1208-CD*

**CIVIL ACTION: MORTGAGE
FORECLOSURE**

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after the 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 claim in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

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

KEYSTONE LEGAL SERVICES
211 1/2 E. Locust Street
Clearfield, PA 16830
814-765-9646

PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO

DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

RECUERDE: SI USTED NO REPONDE A ESTA DEMANDA, SE PUEDE PROSEGUIR CON EL PROCESO SIN SU PARTICIPACION. ENTONCES, LA COUTE PUEDE, SIN NOTIFICARIO, DECIDIR A FAVOR DEL DEMANDANTE Y REQUERIRA QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

USTED DEBE LLEVAR ÉSTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELÉFONO LA OFICINA FIJADA AQUÍ ABAJO. ESTA OFICINA PUEDE PROVEERÉ CON INFORMACIÓN DE CÔMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

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PENNSYLVANIA BAR ASSOCIATION
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

**THIS FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING TO COLLECT
A DEBT OWED TO OUR CLIENT. ANY INFORMATION OBTAINED FROM YOU
WILL BE USED FOR THE PURPOSE OF COLLECTING THE DEBT.**

Resources available for Homeowners in Foreclosure

ACT NOW!

Even though your lender (and our client) has filed an Action of Mortgage Foreclosure against you, you still may be able to SAVE YOUR HOME FROM FORECLOSURE.

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov for Help for Homeowners Facing the Loss of Their Homes.
- 4). Pennsylvania Housing Finance Agency also offers other loan programs that may assist homeowners in default. Please See the PHFA website <http://www.phfa.org/consumers/homeowners/real.aspx>.
- 5). Call the Plaintiff (your lender) at and ask to speak to someone about Loss Mitigation or Home Retention options.
- 6). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at homeretention@goldbecklaw.com. Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 68048FC.

Para informacion en espanol puede comunicarse con Loretta al 215-825-6344.

This Action of Mortgage Foreclosure will continue unless you take action to stop it.

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE ON BEHALF OF THE CERTIFICATEHOLDERS OF MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-WMC1 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-WMC1, 7105 Corporate Drive, PTX C-35 Plano, TX 75024.
2. The names and addresses of the Defendants are JOSEPH L. KRUCKOW II, 609 Green Glen Drive, Dubois, PA 15801 and JOANN M. KRUCKOW a/k/a JOANN MARIE KRUCKOW, 609 Green Glen Drive, Dubois, PA 15801, who are the mortgagors and real owners of the mortgaged premises hereinafter described.
3. On October 01, 2004 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR WMC MORTGAGE CORP., which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument # 200416821. The mortgage has been assigned to: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE ON BEHALF OF THE CERTIFICATEHOLDERS OF MORGAN STANLEY ABS CAPITAL I INC. TRUST 2005-WMC1 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-WMC1 by assignment of Mortgage November 02, 2007 and recorded on November 19, 2007 as Instrument # 200719099. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for February 01, 2008 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.

6. The following amounts are due to Plaintiff on the Mortgage:

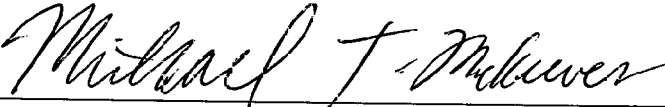
| | |
|--|---------------------|
| Principal Balance | \$108,812.28 |
| Interest from 01/01/2008 through 06/05/2008 at 9.8750%..... | \$4,620.50 |
| Per Diem interest rate at \$29.43 | |
| Reasonable Attorney's Fee at 5% of Principal Balance | |
| as more fully explained in the next numbered paragraph | \$5,440.61 |
| Late Charges from 02/01/2008 to 06/05/2008 | \$241.44 |
| Monthly late charge amount at \$48.29 | |
| Costs of suit and Title Search | \$900.00 |
| | <u>\$120,014.83</u> |

7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such

right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.

9. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.

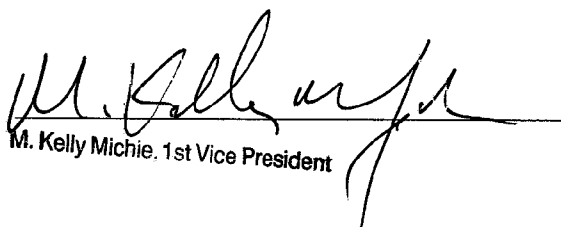
WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$120,014.83, together with interest at the rate of \$29.43, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

By 
GOLDBECK McCafferty & McKeever
BY: MICHAEL T. MCKEEVER., ESQUIRE
ATTORNEY FOR PLAINTIFF

VERIFICATION

I, M. KELLY MICHIE, as the representative of the Plaintiff corporation within named do hereby verify that I am authorized to and do make this verification on behalf of the Plaintiff corporation and the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements therein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 6/30/08


M. Kelly Michie, 1st Vice President

609 Green Glen Drive Dubois, PA 15801 - JOSEPH L. KRUCKOW II and JOANN M. KRUCKOW a/k/a JOANN MARIE KRUCKOW

Exhibit A

EXHIBIT A

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE,
LYING AND BEING IN THE PURLIEU TERRACE ADDITION TO THE
THIRD WARD IN THE CITY OF DUBOIS, CLEARFIELD COUNTY,
PENNSYLVANIA, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE SOUTHWESTERLY LINE OF GREEN
GLEN DRIVE ON LINE OF LOT NO. 12 IN PURLIEU TERRACE
ADDITION TO DUBOIS; THENCE ALONG THE SOUTHWESTERLY LINE OF
GREEN GLEN DRIVE, SOUTH 46 DEGREES 21 MINUTES EAST A CORD
DISTANCE OF 72.47 FEET WITH A RADIUS OF 115 FEET TO AN IRON
PIN ON THE WESTERLY LINE OF LOT NO. 10; THENCE ALONG THE
WESTERLY LINE OF LOT NO. 10 SOUTH 45 DEGREES 19 MINUTES
WEST A DISTANCE OF 157.58 FEET TO AN IRON PIN ON THE
NORTHERLY LINE OF LOT NO. 6; THENCE ALONG THE OTHER LANDS
NOW OR FORMERLY OF THE DUBOIS BUILDING SUPPLIES, INC. NORTH
33 DEGREES 46 MINUTES WEST 143.58 FEET TO AN IRON PIN ON
LINE OF LOT NO. 12; THENCE ALONG THE LINE OF LOT NO. 12,
NORTH 73 DEGREES 25 MINUTES EAST 145.41 FEET TO AN IRON PIN
AND PLACE OF BEGINNING. BEING LOT NO. 11 IN SAID ADDITION.

ADDRESS: 609 GREEN GLENN DR; DU BOIS, PA 15801 TAX MAP
OR PARCEL ID NO.: 7.3-25-8312

Exhibit B



PO Box 9048
Temecula, CA 92589-9048

Send Payments To:
PO Box 660694
Dallas, TX 75266-0694

Send Correspondence to:
PO Box 5170, MS SV314B
Simi Valley, CA 93065



PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Joseph L Kruckow
609 GREEN GLEN DR
DUBOIS, PA 15801-3205

080402-7
BLQPA1





HOME LOANS

P.O. Box 660694
Dallas, TX 75266-0694

Send Payments to:
PO Box 660694
Dallas, TX 75266-0694

04/02/2008

Certified Mail:
7113 8257 1472 6584 4780
Return Receipt Requested
Regular Mail

Joseph L Kruckow
609 GREEN GLEN DR
DUBOIS, PA 15801-3205

Account No.: 38157646
Property Address:
609 Green Glen Dr
Dubois, PA 15801-3205

Current Servicer:
Countrywide Home Loans, Inc.

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Joseph L Kruckow
PROPERTY ADDRESS: 609 Green Glen Dr
Dubois, PA 15801-3205
38157646

LOAN ACCT. NO.:
ORIGINAL LENDER:
CURRENT LENDER/SERVICER: Countrywide Home Loans, Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

Please write your account number on all checks and correspondence.
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Account Number: **38157646-1**

Joseph L Kruckow
609 Green Glen Dr

Balance Due for charges listed above: \$2,971.14 as of 4/2/2008.

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (if total is more than \$5000, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

BLQPA1

Please update e-mail information on the reverse side of this coupon.

Additional
Principal

Additional
Escrow

Other

Check
Total

Countrywide
PO BOX 660694
Dallas, TX 75266-0694



038157646100000297114000297114

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

609 Green Glen Dr Dubois, PA 15801-3205

IS SERIOUSLY IN DEFAULT because

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

| | | |
|---------------------------|--------------------------|-------------------|
| <u>Monthly Charges:</u> | 02/01/2008 | \$2,897.13 |
| <u>Late Charges:</u> | 02/01/2008 | \$96.58 |
| <u>Other Late Charges</u> | Total Late Charges: | \$0.00 |
| | Uncollected Costs: | (\$22.57) |
| | Partial Payment Balance: | (\$0.00) |
| | TOTAL DUE: | \$2,971.14 |

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,971.14, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

E-mail use: Providing your e-mail address below will allow us to send you information on your account
Account Number: **38157848**
Joseph L. Kruckow E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countrywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable)

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

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

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

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

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

HOW TO CONTACT THE LENDER:

| | |
|-------------------------------|---|
| <u>Name of Lender:</u> | Countrywide Home Loans, Inc. |
| <u>Address:</u> | P. O. Box 660694 Dallas, TX 75266--0694 |
| <u>Phone Number:</u> | 1-800-669-0102 |
| <u>Fax Number:</u> | 1-805-577-3432 |
| <u>Contact Person:</u> | MS PTX-36 Attention: Loan Counselor |

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

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.



Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before May 2, 2008, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/3 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by May 2, 2008 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-0102.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.922.9537

Indiana Co. Community Action
Program
827 Water Street
Box 187
Indiana, PA 15701
724.465.2657

CCCS of Western PA
219.A College Park Plaza
Johnstown, PA 15904
888.511.2227

Keystone Economic
Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
814.535.6556

CCCS of Western PA
Royal Remax Plaza
917 A Logan Boulevard
Altoona, PA 16602
888.511.2227

The NORCAM Group
4200 Crawford Avenue
Suite 200
Northern Cambria, PA 15714
814.948.4444



PO Box 9048
Temecula, CA 92589-9048

Send Payments To:
PO Box 660694
Dallas, TX 75266-0694

Send Correspondence to:
PO Box 5170, MS SV314B
Simi Valley, CA 93065



FRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Joann M Kruckow
609 GREEN GLEN DR
DUBOIS, PA 15801-3205

060402-7
BLQPA1





P.O. Box 660694
Dallas, TX 75266-0694

Send Payments to:
PO Box 660694
Dallas, TX 75266-0694

04/02/2008

Certified Mail:
7113 8257 1472 6584 4803
Return Receipt Requested
Regular Mail

Joann M Kruckow
609 GREEN GLEN DR
DUBOIS, PA 15801-3205

Account No.: 38157646
Property Address:
609 Green Glen Dr
Dubois, PA 15801-3205

Current Servicer:
Countrywide Home Loans, Inc.

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Joann M Kruckow
PROPERTY ADDRESS: 609 Green Glen Dr

LOAN ACCT. NO.: 38157646

ORIGINAL LENDER:

CURRENT LENDER/SERVICER: Countrywide Home Loans, Inc.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

Please write your account number on all checks and correspondence.
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

Account Number: 38157646-1

Joann M Kruckow
609 Green Glen Dr

Balance Due for charges listed above: \$2,971.14 as of 4/2/2008.

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (if total is more than \$5000, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

ELQPA1

Countrywide
PO BOX 660694
Dallas, TX 75266-0694



Please update e-mail information on the reverse side of this coupon.

Additional
Principal

Additional
Escrow

Other

Check
Total



038157646100000297114000297114

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

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE - Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty-five (35) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT THIRTY-FIVE (35) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

CONSUMER CREDIT COUNSELING AGENCIES - If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty-five (35) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty-five (35) days of your face-to-face meeting.

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

609 Green Glen Dr Dubois, PA 15801-3205

IS SERIOUSLY IN DEFAULT because

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

| | | |
|---------------------------|--------------------------|-------------------|
| <u>Monthly Charges:</u> | 02/01/2008 | \$2,897.13 |
| <u>Late Charges:</u> | 02/01/2008 | \$96.58 |
| <u>Other Late Charges</u> | Total Late Charges: | \$0.00 |
| | Uncollected Costs: | (\$22.57) |
| | Partial Payment Balance: | (\$0.00) |
| | TOTAL DUE: | \$2,971.14 |

YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable)

HOW TO CURE THE DEFAULT - You may cure the default within **THIRTY-FIVE (35) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$2,971.14, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY-FIVE (35) DAY PERIOD.**

E-mail use: Providing your e-mail address below will allow us to send you information on your account
Account Number: **38157848**
Joann M Kruckow E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countrywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Countrywide at P.O. Box 660694, Dallas, TX 75266-0694.

You can cure any other default by taking the following action within THIRTY-FIVE (35) DAYS of the date of this letter. (Do not use if not applicable)

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY-FIVE (35) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY-FIVE (35) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property**

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY-FIVE (35) DAY period, you will not be required to pay attorney's fees.**

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY-FIVE (35) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

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

HOW TO CONTACT THE LENDER:

| | |
|-------------------------------|--|
| <u>Name of Lender:</u> | Countrywide Home Loans, Inc. |
| <u>Address:</u> | P. O. Box 660694 Dallas, TX 75266--0694 |
| <u>Phone Number:</u> | 1-800-669-0102 |
| <u>Fax Number:</u> | 1-805-577-3432 |
| <u>Contact Person:</u> | MS PTX-36 Attention: Loan Counselor |

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

ASSUMPTION OF MORTGAGE - You may sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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



TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before May 7, 2008, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by May 7, 2008 as outlined above will result in the acceleration of your debt.

Time is of the essence. If you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-669-0102.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
814.238.3668
800.522.9537

Indiana Co. Community Action
Program
827 Water Street
Box 187
Indiana, PA 15701
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Johnstown, PA 15904
888.511.2227

Keystone Economic
Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
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Royal Remax Plaza
917 A Logan Boulevard
Altoona, PA 16602
888.511.2227

The NORCAM Group
4200 Crawford Avenue
Suite 200
Northern Cambria, PA 15714
814.948.4444

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1208-CD

DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee

VS

SERVICE # 2 OF 2

JOSEPH L. KRUCKOW II and JOANN M. KRUCKOW aka JOANN MARIE KRUCKOW
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/31/2008

HEARING:

PAGE: 104357

DEFENDANT:

JOANN M. KRUCKOW aka JOANN MARIE KRUCKOW

ADDRESS:

609 GREEN GLEN DRIVE

DUBOIS, PA 15801

ALTERNATE ADDRESS

FILED

03:55pm 6K

JUL 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, This 10th Day of July 2008 AT 1:25 AM (PM) SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOANN M. KRUCKOW aka JOANN MARIE KRUCKOW,
DEFENDANT

BY HANDING TO Joseph Kruckow II, husband

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

ADDRESS SERVED 609 Green Glen Drive Dubois, Pa. 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOANN M. KRUCKOW aka JOANN MARIE KRUCKOW

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JOANN M. KRUCKOW aka JOANN MARIE KRUCKOW

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Newling
Deputy Signature

Jerome M. Newling
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1208-CD

DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee

vs

SERVICE # 1 OF 2

JOSEPH L. KRUCKOW II and JOANN M. KRUCKOW aka JOANN MARIE KRUCKOW
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/31/2008

HEARING:

PAGE: 104357

DEFENDANT:

JOSEPH L. KRUCKOW II

ADDRESS:

609 GREEN GLEN DRIVE

DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, THIS 10th DAY of JULY 2008 AT 1:25 AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPH L. KRUCKOW II, DEFENDANT

BY HANDING TO Joseph L. Kruckow II, defendant

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

ADDRESS SERVED 609 Green Glen Drive, Dubois, Pa. 15801

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR JOSEPH L. KRUCKOW II

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JOSEPH L. KRUCKOW II

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Newlin
Deputy Signature

Jerome M. Newlin
Print Deputy Name

**GOLDBECK McCAFFERTY & McKEEVER
ATTORNEY FOR PLAINTIFF**

BY: Michael T. McKeever

Attorney I.D. #56129

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-825-6321

FILED

SEP 24 2008

m/12:00/w

William A. Shaw
Prothonotary/Clerk of Courts

WOC

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE ON BEHALF OF
THE CERTIFICATEHOLDERS OF MORGAN
STANLEY ABS CAPITAL I INC. TRUST
2005-WMC1 MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-WMC1
7105 Corporate Drive
PTX C-35
Plano, TX 75024

Plaintiff

vs.

JOSEPH L. KRUCKOW II
JOANN M. KRUCKOW a/k/a JOANN MARIE
KRUCKOW
609 Green Glen Drive
Dubois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 2008-1208-CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of your costs only.



Michael T. McKeever, Esquire
Attorney for Plaintiff

GOLDBECK McCafferty & McKEEVER

A Professional Corporation
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
www.goldbecklaw.com

September 23, 2008

PROTHONOTARY OF CLEARFIELD COUNTY

William Shaw
Prothonotary of Clearfield County
230 E. Market Street
Clearfield, PA 16830

RE: Docket Number: 2008-1208-CD

To the Prothonotary:

Kindly file of record the enclosed Praeipce to Discontinue and End.

A time stamped copy does **not** need to be returned to our office.

Goldbeck McCafferty & McKeever
Natasha Perez, Legal Assistant
Direct Dial: 215-825-6384
Email: NPerez@goldbecklaw.com
Main number: 215-627-1322

Enclosures

cc:

JOSEPH L. KRUCKOW II
609 Green Glen Drive
Dubois, PA 15801

JOANN M. KRUCKOW a/k/a JOANN MARIE KRUCKOW
609 Green Glen Drive
Dubois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104357
NO: 08-1208-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee
vs.
DEFENDANT: JOSEPH L. KRUCKOW II and JOANN M. KRUCKOW aka JOANN MARIE KRUCKOW

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|----------|---------|--------|
| SURCHARGE | GOLDBECK | 343565 | 20.00 |
| SHERIFF HAWKINS | GOLDBECK | 343565 | 46.23 |

5
FILED
0/3:40 Lm
OCT 13 2008
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff