

08-1234-CD

Citimortgage vs Jennifer Wascovich

Burton Neil & Associates, P.C.
By: Brit J. Sutell, Esquire ID. NO. 204140
1060 Andrew Drive, Suite 170
West Chester, PA 19380
(610) 696-2120

Attorney for Plaintiff

CITIMORTGAGE, INC.

750 Washington Blvd., 7th Floor, Stamford, CT 06901

Plaintiff

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

JENNIFER WASCOVICH
118 West Scribner Avenue, Du Bois PA 15801

Defendant

: NO. 2008-1234-CD

: CIVIL ACTION - LAW

Complaint - 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 (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 claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholic

Court Administrator

Clearfield County Courthouse

Clearfield, PA 16830

Telephone No. 814-765-2641 Ext. 5982

98520

FILED

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JUL 07 2008

1 COMPLAINT
TO SHERIFF

William A. Shaw

Prothonotary/Clerk of Courts

Atty PAID 95.00

BURTON NEIL & ASSOCIATES, P.C.
By: Brit J. Suttell, Esquire, Id. No. 204140
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIMORTGAGE, INC.
750 Washington Boulevard, 7th Floor
Stamford, CT 06901

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

: NO.

JENNIFER WASCOVICH
118 West Scribner Avenue
Du Bois, PA 15801

Defendant : CIVIL ACTION - LAW

Complaint

1. Plaintiff is CitiMortgage, N.A., a national banking association, with a place of business located at 750 Washington Boulevard, 7th Floor, Stamford, Connecticut.
2. The defendant is Jennifer Wascovich, an adult individual, residing at 118 West Scribner Avenue, Du Bois, Clearfield County, Pennsylvania.
3. On or about August 29, 2006, defendant entered into and executed a Home Equity Credit Line Agreement and Disclosure Statement (hereafter the "Note") in favor of Home Loan Center, Inc. d/b/a Lending Tree Loans. A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit A.
4. As security for the Note, defendant executed an Open-End Mortgage (hereafter "Mortgage") dated August 29, 2006, on certain real estate more fully described in said Mortgage. A true and correct copy of the Mortgage is attached hereto and incorporated herein as Exhibit B.
5. The Note and Mortgage were in the original principal amount of \$43,400.00 with interest at the rate of 11.6750% per annum.

6. Plaintiff acquired the Note and Mortgage from Home Loan Center, Inc. d/b/a Lending Tree Loans and is now the holder of the Note and Mortgage.

7. The Note is in default because monthly payments were not made per the terms of the Note to plaintiff.

8. Plaintiff sent defendant, via certified mailed return receipt and regular mail, a notice of default in compliance with Act 6 of 1974 (41 P.S. § 403). A true and correct copy of which is attached hereto and incorporated herein as Exhibit C.

9. Defendant failed to cure the default.

10. As a result of defendant's default and failure to pay, the sum of \$41,598.51 is due plaintiff.

11. Per the terms of the Note, plaintiff is entitled to reasonable attorneys' fees and the costs of this action.

WHEREFORE, plaintiff demands judgment against the defendant in the sum of \$41,598.51 plus reasonable attorneys' fees and the costs of this action.

BURTON NEIL & ASSOCIATES, P.C.

By: 
Brit J. Suttell, Esquire
Attorney for Plaintiff

In making this communication, we advise our firm is a debt collector.

DATE: August 29, 2006
BORROWER: Jennifer P. Wascovich, John V. Wascovich

LOAN #: 4064216
PROPERTY ADDRESS: 406 Parker Street
Clarks Summit, Pennsylvania 18411

**HOME EQUITY CREDIT LINE AGREEMENT AND
DISCLOSURE STATEMENT**

This Home Equity Credit Line Agreement and Disclosure Statement ("Agreement") governs my Home Equity Credit Line Account ("Account") with you, Home Loan Center, Inc., dba LendingTree Loans, a California Corporation

The words "I," "me" and "my" refer to the Borrower signing this Agreement. If more than one Borrower signs this Agreement, the words "I," "me" and "my" refer to all who sign, separately and together. The words "you" and "your" refer to

Home Loan Center, Inc., dba LendingTree Loans
163 Technology Drive, Irvine, CA 92618

If the Mortgage (as hereinafter defined) is subject to a prior mortgage on the Real Property (as hereinafter defined), this Agreement covers open-end loans pursuant to the Pennsylvania Secondary Mortgage Loan Act.

If the premium for property insurance is paid by means of a loan under my Account the amount of that premium is
\$ N/A

1. LOANS: DRAW AND REPAYMENT PERIOD. Subject to the limitations explained in this Agreement, upon my request for loans, you agree to lend money to me from time to time until the last day of the sixtieth (60th) consecutive calendar month following the date set forth above ("Initial Draw Period") or until the last day of any renewed Draw Period, up to my Credit Limit indicated in paragraph 4 below. (You will not make any loans if my Account is sooner terminated or suspended under paragraphs 11.B, 11.D, 12.B or 15.A below.) You will not make any loan before the fourth business day following the signing of this Agreement.

I agree that prior to the end of the Initial Draw Period, you have the right to review my Account to decide whether such Initial Draw Period will be renewed. Unless you have sent me written notice not later than the sixtieth (60th) day before the Initial Draw Period ends that you have decided not to renew such Initial Draw Period, such Initial Draw Period will automatically renew for one additional sixty (60) month period, and the Draw Period on my Account shall thereafter be considered to be 120 months for purposes of this Agreement. If the Initial Draw Period is not renewed, then the Draw Period on my Account shall thereafter be considered to be 60 months for purposes of this Agreement.

After the Draw Period ends, I will no longer be able to obtain loans and then must pay the outstanding balance over the specific Repayment Period unless my Account is sooner terminated under paragraph 12.B below, in which case my Account is due and payable in full at the time of such termination. The Repayment Period shall be 180 months.

2. MAKING LOANS. You will make loans under this Agreement by (i) honoring Equity Credit Line Checks you provide to me requesting advances of at least \$ 250.00; (ii) paying closing costs and finance charges in accordance with paragraph 7.C below; (iii) paying certain other amounts on my behalf in accordance with my disbursement authorization provided to you at or before the time I sign this Agreement; (iv) paying any unpaid taxes, assessments, property insurance or other sums as provided under this Agreement or the Mortgage; or (v) any other method or procedure you establish.

3. PROMISE TO PAY; MINIMUM PAYMENT; METHOD OF PAYMENT.

A. I promise to pay to your order, when and as due, all loans made under this Agreement, plus all unpaid finance charges, insurance premiums, collection costs and other charges I owe to you now or in the future. I agree to make my payments in the manner specified in my periodic statement, and if I do so such payments will be credited as of the day of receipt.

B. At a minimum, you will send me a periodic statement monthly, except that my first periodic statement may be generated and mailed to me between thirty and sixty days after I open my Account. The periodic statement will show all Account activity during the billing cycle and contain other important information, including my "New Balance," my Annual Percentage Rate, the amount of my "Minimum Payment Due," my "Payment Due Date" and the place and manner of making payments.

C. I may pay all or any part of my "New Balance" at any time, without penalty. If I pay my entire "New Balance" shown on my periodic statement for any billing cycle by the "Payment Due Date," any periodic finance charge incurred from the first day of the next billing cycle until the posting of my payment will appear on my periodic statement for the next billing cycle.

D. Unless you terminate my Account and require immediate payment of the entire outstanding balance as provided in paragraph 12.B below, I must pay you at least the "Minimum Payment Due" for each billing cycle by the "Payment Due Date" shown on my periodic statement.

E. During the Draw Period, my "Minimum Payment Due" equals all unpaid finance charges, credit life insurance premiums and other charges imposed during the billing cycle together with any "Amount Past Due." My "Minimum Payment Due" during the Draw Period will not reduce the principal balance that is outstanding on my Account.

F. During the Repayment Period, if the Draw Period on my Account is 60 months or 120 months, my "Minimum Payment Due" equals 1/180 of the outstanding principal balance of my Account as of the last day of the Draw Period plus all unpaid finance charges, credit life insurance premiums and other charges imposed during the billing cycle together with any "Amount Past Due."

4. CREDIT LIMIT. My Credit Limit under this Agreement is \$ 43,400.00. I promise not to request a loan which will cause the unpaid principal balance of my Account to exceed my Credit Limit. You can increase the Credit Limit at any time without prior notice to me. You can refuse to make loans that cause my obligations under this Agreement to exceed my Credit Limit. You will make loans on my Account based on the "Available Credit Limit" shown on my most recent periodic statement. However, I agree that when I make payments on my Account by check or other non-cash method, you reserve the right to make loans based on the "Available Credit Limit" shown on the last periodic statement issued prior to the most recent periodic statement. In addition to each "Minimum Payment Due," I must pay immediately, without notice or demand from you, any part of the principal balance of my Account that exceeds my Credit Limit.

5. ANNUAL PERCENTAGE RATE.

One box must be checked by Lender.

A. The initial Daily Periodic Rate is ____%. The initial ANNUAL PERCENTAGE RATE is ____%. These rates are "discounted" rates. This means that these rates are lower than the rates that would be in effect if the formula set forth in paragraph 5.C below had been used, in which event the initial Daily Periodic Rate would be ____% and the initial ANNUAL PERCENTAGE RATE would be ____%. These discounted rates will be in effect from the date of this Agreement until _____. Thereafter, the Daily Periodic Rate and the Annual Percentage Rate will be determined using the formula set forth in paragraph 5.C below.

B. The initial Daily Periodic Rate is 0.0319 ____% and the initial ANNUAL PERCENTAGE RATE is 11.6750 ____%. These rates are not discounted.

C. My Annual Percentage Rate and Daily Periodic Rate may increase or decrease (the first day after my "discounted" rate has expired, if applicable) according to the following procedure: The ANNUAL PERCENTAGE RATE shall be the "Index" plus a "Margin." The "Index" will be the highest Prime Rate as published in the "Money Rates" table of The Wall Street Journal as of the first business day of the calendar month. The "Margin" is equal to the number of percentage points disclosed in Paragraph 5.D below. Each billing cycle will end on the last business day of the calendar month. Any new Index value shall be effective as of the first day of the billing cycle in which such new Index value is established.

Upon a change in the Index, any resulting change in my Daily Periodic Rate and Annual Percentage Rate will take effect without prior notice to me, and will apply to new loans and to the outstanding principal balance in my Account. The new Annual Percentage Rate and Daily Periodic Rate will apply to my then existing unpaid principal balance and all new loans I obtain until my Annual Percentage Rate and Daily Periodic Rate change again. The Daily Periodic Rate at any time equals the ANNUAL PERCENTAGE RATE divided by 365.

D. The "Margin" to be used under paragraph 5.C above to determine my ANNUAL PERCENTAGE RATE is 3.4250 percentage points.

E. The Annual Percentage Rate is a simple interest rate. The Annual Percentage Rate includes only interest and not other costs. The ANNUAL PERCENTAGE RATE will never increase above 18.0000 ____%.

F. If the Daily Periodic Rate (and the corresponding Annual Percentage Rate) increases, I will have to pay additional periodic finance charges and, as a result, I will have to pay larger "Minimum Payments."

6. FINANCE CHARGE. I agree to pay finance charges on my Account as explained below.

A. Periodic FINANCE CHARGE.

(1) A loan represented by an Equity Credit Line Check will be posted to my Account on the date that such a check is presented to you for payment. The periodic finance charge begins to accrue on my Account from the time a loan is posted to my Account. You compute the periodic finance charge on my Account by applying the Daily Periodic Rate to the "Average Daily Balance" in my Account (including current transactions). To determine the periodic finance charge for any billing cycle, the "Average Daily Balance" is multiplied by the Daily Periodic Rate, then this product is multiplied by the number of days in the billing cycle.

(2) To get the "Average Daily Balance," you take the beginning principal balance of my Account each day, add any new loans and subtract any principal payments or credits. This gives you the Daily Balance. Then you add up all the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. This gives you the "Average Daily Balance."

B. Other FINANCE CHARGES. See Attached Addendum to Home Equity Credit Line Agreement and Disclosure Statement.

(1) Application Fee FINANCE CHARGE.

I agree to pay an Application Fee FINANCE CHARGE of % (\$) of my Credit Limit at the time I sign this Agreement.

S E E T A D D B N D U M
E B I T A C H E D
E T T A C H E D
E T T A C H E D
E T T A C H E D

(2) Broker Fee FINANCE CHARGES.

I agree to pay Broker Fee FINANCE CHARGES of \$ at the time I sign this Agreement.

S E E T A D D B N D U M
E B I T A C H E D
E T T A C H E D
E T T A C H E D
E T T A C H E D

(3) Settlement Agent FINANCE CHARGES.

I agree to pay the following Settlement Agent FINANCE CHARGES at the time I sign this Agreement:

Attorney's Fee
S E E T A D D B N D U M
E B I T A C H E D
E T T A C H E D
E T T A C H E D
E T T A C H E D

See Attached Addendum to Home Equity Credit Line

(4) Annual Maintenance Fee FINANCE CHARGES. Agreement and Disclosure Statement.

I agree to pay an annual maintenance fee FINANCE CHARGE of \$50 which you will charge to my Account on this Agreement and every anniversary date thereafter, whether or not I have used or continue to use my Account, except that such fee shall be waived for the entire term of this Agreement if I meet both of the following conditions: (a) I maintain an average outstanding daily balance which does not fall below \$20,000 from the date of this Agreement through the first anniversary of this Agreement; and (b) I make each monthly payment during that period on or before the due date for each such payment. You will not rebate any portion of the annual fee if my Account is terminated or suspended before the end of any annual period.

7. OTHER CHARGES.

A. I agree to pay each of the charges listed below, which shall constitute additional indebtedness under this Agreement. Any charges assessed will be shown on my periodic statement for the billing cycle in which such charge is assessed:

(1) If I fail to make my "Minimum Payment Due" within fifteen (15) days of the "Payment Due Date," I agree to pay a late fee of \$20 or 10% of the payment, whichever is greater.

(2) I agree to pay a Return Item Fee of \$15 for each check you receive in payment of my Account which is returned unpaid upon second presentation.

B. I agree to pay you or my broker the following closing costs at or before the time I sign this Agreement:

Survey	E	\$
Appraisal		\$
Credit Report	A	\$
Recording Fee	T	\$
Title Search	T	\$
Title Insurance	A	\$
Title Guaranty	C	\$
	H	\$
	E	\$
	D	\$
	A	\$
	D	\$
	E	\$
LESS Amounts Paid By Lender	N	SEE \$
Total Paid by Borrower	D	ATTACHED
	U	ADDENDUM
	M	

C. I may elect to pay the closing costs described in paragraph 7.B above and the finance charges described in paragraph 6.B above in cash or by check at or before the time I sign this Agreement or I may elect to finance some or all of such costs and finance charges by allowing you to make a loan under my Account to pay some or all of such costs and finance charges.

D. 1st Lien: I agree to pay a Demand Statement Fee of \$30 if additional demand statements or expedited delivery of a demand statement and the loan is in excess of \$50,000; or, if the loan amount is up to \$50,000 and the fee is included in the Finance Charge.

2nd Lien: No fee is charged if the loan amount is \$50,000 or less. I agree to pay a Demand Statement Fee of \$30 if additional demand statements or expedited delivery of a demand statement and the loan is in excess of \$50,000.

E. I agree to pay a Reconveyance Preparation Fee of \$30 for satisfying the deed of trust securing the debt evidenced by this Agreement.

F. **REAL PROPERTY SECURITY.** To secure the payment of all loans I obtain and the performance of all promises I make in this Agreement, I and all co-owners are giving you a Mortgage (the "Mortgage") covering my dwelling located at 406 Parker Street

Clarks Summit, Pennsylvania 18411
(the "Real Property"). The Mortgage is security for my current and future obligations under this Agreement. I will continue to be obligated to make payment to you under this Agreement even if the Real Property is damaged or destroyed and whether or not any insurance proceeds are available.

G. SECTION INTENTIONALLY OMITTED.

H. **PROPERTY INSURANCE.** I agree to obtain and maintain property insurance against loss or damage to the Real Property, in such amounts, against such risks (including, but not limited to, flood damage insurance required by law), and according to such terms as you may require in the Mortgage or otherwise. I may obtain property insurance from any company of my choice that is acceptable to you. If the amount of the premiums for property insurance increases at any time during the term of my Account, I agree to pay any such increase(s).

I. **YOUR RIGHTS TO TEMPORARILY SUSPEND MY LOANS OR REDUCE MY CREDIT LIMIT.**

A. You may take the actions listed in paragraph 11.B below during the period that any of the following events or conditions occur:

- (1) the value of the Real Property declines significantly below its appraised value for the purposes of my Account;
- (2) you reasonably believe that I will not be able to meet the repayment requirements under my Account due to a material change in my financial circumstances, such as the filing of a bankruptcy petition by or against me;
- (3) I am in default of any material obligation of this Agreement, such as my important obligations listed in paragraph 13 below;
- (4) government action (such as enactment of a state usury law) prevents you from imposing the Annual Percentage Rate provided for in this Agreement;



- (5) government action (such as imposition of a tax lien) impairs the priority of the lien of the Mortgage such that the value of the lien of the Mortgage is less than 120% of my Credit Limit;
- (6) the maximum Annual Percentage Rate set forth in paragraph 5.E above is reached;
- (7) the creditor is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice.

B. During the period in which a condition described in paragraph 11.A above occurs, you may refuse to make any additional loans or reduce my Credit Limit or do both. You will mail or deliver written notice to me after you suspend my Account or reduce my Credit Limit and this notice will describe the specific reasons for your action. You are obligated to reinstate my credit privileges when the condition(s) which caused the suspension or reduction have been cured or have changed, provided I have notified you in writing, explaining in detail and documenting how the condition(s) have been cured or have changed and no new condition(s) under paragraph 11.A above or 12.A below have occurred.

C. Before reinstating my right to obtain loans, or restoring my Credit Limit, you may conduct such searches, verifications and evaluations (such as credit reports, appraisals and lien searches) as you deem appropriate, and you may require me to reimburse you on demand for any costs you actually incur for obtaining credit reports and appraisals. You may take these steps to verify that (i) the condition(s) that caused your suspension of my loans or reduction of my Credit Limit no longer exist, and (ii) the priority of the lien of the Mortgage is not impaired.

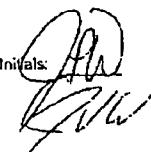
D. If more than one Borrower signs this Agreement and any such Borrower requests that you cease making loans, you may comply with such a request. All Borrowers who have signed this Agreement must join in any request to reinstate the loans for such request to be effective. If all such persons subsequently request reinstatement of the loans, you must honor such a request unless a condition listed in paragraph 11.A above or 12.A below has occurred.

E. If an event or condition described in paragraph 11.A above occurs which is also an event or condition described in paragraph 12.A below, your rights and remedies described under paragraph 12.B below apply and supersede your rights described in this paragraph 11.

12. YOUR RIGHTS TO TERMINATE AND ACCELERATE MY ACCOUNT AND TAKE OTHER ACTION.

A. You may take the actions listed in paragraph 12.B below if any of the following events or conditions occur:

- (1) I fail to meet the repayment terms of this Agreement, such as my failure to make any Minimum Payment Due to you on or before the Payment Due Date;
- (2) I engage at any time in fraud or material misrepresentation in connection with my Account, whether in any application, in this Agreement or in the Mortgage;
- (3) I sell or transfer title to the Real Property without first obtaining your written permission;
- (4) I fail to maintain insurance on the Real Property as required under this Agreement or the Mortgage;
- (5) I act or fail to act and as a result a lien senior to the lien of the Mortgage is filed against the Real Property;
- (6) I die and I am not survived by another person obligated as a Borrower under this Agreement;
- (7) All or part of the Real Property is taken through eminent domain, condemnation or similar government taking;
- (8) A prior lienholder on the Real Property begins foreclosure under its security document;
- (9) The Real Property is used for an illegal purpose which could subject the Real Property to seizure;
- (10) I fail to pay taxes on the Real Property; or
- (11) My action or inaction adversely affects the Real Property or your rights in the Real Property. Such action or inaction could include, for example, the following:
 - (a) A judgment is filed against me;
 - (b) I commit waste or otherwise destructively use or fail to maintain the Real Property;



(c) I die and I am survived by another person obligated as a Borrower under this Agreement; or
(d) I move out of the Real Property.

B. If an event described in paragraph 12.A above occurs, subject to any notice or other limitation of applicable law, you may do any combination of the following things:

- (1) you may terminate any of my rights under my Account;
- (2) you may temporarily or permanently refuse to make any additional loans;
- (3) you may declare all sums owing under this Agreement and any other agreement I have made with you to be immediately due and payable;
- (4) you may foreclose the Mortgage;
- (5) you may reduce my Credit Limit; and
- (6) you may take any other action permitted by this Agreement, by law or in equity.

13. MY IMPORTANT OBLIGATIONS. I agree that:

- A. I will pay all of my existing and future debts to you under any existing or future agreement with you and I will pay all of my existing and future debts to my other creditors as they become due and will not allow a creditor to obtain a judgment against me.
- B. I will not permit any person or entity to levy upon, attach, garnish or otherwise take any money, account or other property in your possession that belongs to me.
- C. From time to time, if requested, I will supply you with current financial information about me.
- D. I have not made and will not make any misrepresentation in connection with my Account whether in my application, in this Agreement, or in the Mortgage.
- E. I will not permit a receiver, sequestrator, liquidator, trustee, guardian, conservator or other judicial representative to be appointed for me or any of my property or for the Real Property.
- F. I will not use or allow use of the Real Property for any illegal purpose.
- G. I will not move out of the Real Property.
- H. I will not permit a lien to be filed which takes priority over the Mortgage for future advances made under this Agreement.
- I. I will not break any promise made in this Agreement or in the Mortgage such as:
 - (1) my promise not to exceed my Credit Limit; and
 - (2) my "Important Obligations" listed in the Mortgage.

14. COSTS OF COLLECTION. Subject to any limits of applicable law, I must pay for your reasonable and actual costs of collection, or foreclosure such as your court costs and reasonable attorney's or trustee's fees. The periodic finance charges will continue to accrue at the rates provided in this Agreement before and after I default and before and after you obtain a judgment against me.

15. MY RIGHTS TO TERMINATE MY RIGHTS TO OBTAIN LOANS.

A. Termination by Me. I may terminate my right to obtain loans by sending you a written notice which will become effective upon receipt by you. If more than one person signs this Agreement as Borrower, my right to obtain loans may be terminated by written notice pursuant to this paragraph 15.A signed by any one or more of such persons. I may also suspend my right to obtain loans pursuant to paragraph 11.D above.

B. Termination by You. My right to future advances under my Account will terminate at the end of the Draw Period or any renewed Draw Period if not sooner upon your exercise of your termination or suspension rights under paragraphs 11.B or 12.B above or my exercise of my suspension or termination rights under paragraphs 11.D or 15.A above.

C. Effect of Termination. Upon termination or suspension of my Account, whether by you or by me, I must continue to pay the "Minimum Payment Due" on or before my "Payment Due Dates" until all amounts owed to you under this Agreement are paid in full. However, I may be required to repay all my obligations to you immediately if you exercise your rights under paragraph 12.B above. I must return unused Equity Credit Line Checks to you upon termination.

16. CHANGES TO AGREEMENT.

A. You may change this Agreement to the extent not prohibited by federal or state law, such as the changes listed as follows:

- (1) if the original Index is no longer available, you may change the Index and Margin;
- (2) you may make any change I agree to in writing;
- (3) you may make a change which is unequivocally beneficial to me, such as offering me more minimum payment options, extensions or renewals of my Account, reductions in the rate or fees, and additional means to access loans; and
- (4) you may make insignificant changes, such as changing the address to which payments must be sent, name changes, operational changes involving the billing cycle date, the date the Minimum Payment is due, the day of the month on which index values are measured to determine my rate, your rounding rules and the balance computation method.

B. If required by applicable law, you will mail me notice of such a change before the effective date of the change. The change will be effective as to any existing unpaid balance and as to any future transactions under this Agreement.

17. OTHER PROVISIONS.

A. Third Parties. This Agreement obligates me and my estate, heirs and personal representatives. This Agreement benefits you and your successors and assigns. You may add or release parties, or permit the addition or substitution of real property collateral that secures this Agreement, or modify, extend or amend this Agreement without in any way affecting my or any non-borrower co-owner's obligations under this Agreement. My rights under this Agreement belong only to me, I cannot transfer or assign them to anyone else. You may transfer and assign your rights and obligations under this Agreement and the Mortgage at any time without my consent.

B. Additional Credit Reports and Appraisals. I authorize you to conduct such searches, verifications and evaluations (such as credit reports, appraisals and lien searches) concerning me, the Real Property and the Mortgage as you may deem necessary from time to time. I will cooperate in having the Real Property reappraised.

C. Tax Deductibility. I know that I should consult a tax adviser regarding the deductibility of interest and charges.

D. Applicable Law. I agree that this Agreement is to be governed by federal law and, to the extent not preempted by federal law, by the laws of the state where the Real Property is located.

E. Application of Payments. You may apply payments and proceeds of the Real Property in such order as you shall deem advisable or as otherwise required by applicable law.

F. Failure to Perform. If I violate or fail to perform any term or condition of this Agreement (or the Mortgage), you may (but are under no obligation to) perform on my behalf. All costs you incur will be added to the unpaid principal of my Account and finance charges will be figured at the rates described above. I agree to pay these costs and finance charges on demand. Your performance of any of my obligations will not be a waiver of any of your rights or remedies under this Agreement.

G. Waiver of Jury Trial. I waive my right to a jury trial.

H. Complete Understanding of the Parties. There are no oral agreements concerning this Agreement. This Agreement will not be amended or modified orally. If any provision of this Agreement is held to be void or unenforceable, the rest of this Agreement shall remain in effect.

I. Waiver of Notice. I waive presentment, demand, protest, notice of default, nonpayment, partial payments and all other notices and formalities in connection with the delivery, acceptance, performance, default or enforcement of this Agreement, except those notices that are required by federal Regulation Z or that may be required under applicable state law and that, under the provisions of such law, may not be waived.

J. Meaning of Words. All words in this Agreement will be read to be of such gender and number as the context may require. The section headings in this Agreement are for convenience and do not limit or amend any of the Agreement's provisions. Any list of conditions or events in this Agreement preceded by the phrase "such as" is not intended as a full or comprehensive list, but merely as a set of examples of such conditions or events. Other conditions or events are intended to be included to the fullest extent permitted under federal and state law, even if different from the listed conditions or events.

K. Payment Marked "Payment in Full". I agree not to submit any checks to you in payment of my Account marked "Payment in Full" or similar wording unless the amount of the check is equal to the total amount then owing on my Account. If I do submit a check to you marked "Payment in Full" or similar wording for a sum less than the total amount then owing on my Account, you may accept it in partial payment of my Account but will not be bound by the "Payment in Full" or similar notation. Communication concerning a dispute as to amounts owing on my Account, including any checks submitted to you as full satisfaction of my Account, must be sent to

Home Loan Center, Inc., dba LendingTree Loans
163 Technology Drive
Irvine, CA 92618

L. Enforcement. You can accept any late or partial payment or otherwise waive or delay enforcing your rights under this Agreement and still exercise your rights at a later time.

M. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Agreement shall be given by delivering it or by mailing such notice to me by regular first class mail, addressed to me at my last address appearing on your records or at such other address as I may designate by written notice to you as provided in this paragraph 17.M and (b) any notice to you provided for in this Agreement shall be given by mailing such notice to you by certified mail, return receipt requested, at

Home Loan Center, Inc., dba LendingTree Loans
163 Technology Drive
Irvine, CA 92618

or to such other address as you may designate by written notice to me as provided in this paragraph 17.M.

N. Riders/Addenda. The covenants and agreements of the rider/addendum checked below are incorporated into and supplement and amend the terms of this Agreement.

Fee Addendum

18. MY BILLING RIGHTS. I SHOULD KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

I Must Notify You In Case of Errors Or Questions About My Bill.

If I think my bill is wrong, or I need more information about a transaction on my bill, I must write you on a separate sheet at the address listed on my bill. I must write to you as soon as possible. You must hear from me no later than 60 days after you sent me the first bill on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I must give you the following information:

- My name and account number.
- The dollar amount of the suspected error.
- I must describe the error and explain, if I can, why I believe there is an error. If I need more information, I must describe the item I am not sure about.

My Rights and Your Responsibilities After You Receive My Written Notice.

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the bill was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my bill that are not in question.

If you find that you made a mistake on my bill, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my bill. And, you must tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my bill was correct.



BY SIGNING BELOW, (1) I AGREE THAT I HAVE READ ALL PAGES OF THIS AGREEMENT INCLUDING ANY RIDERS/ADDENDA, (2) I AGREE AND INTEND TO BE LEGALLY BOUND BY ALL OF ITS TERMS AND CONDITIONS, INCLUDING ANY TERMS AND CONDITIONS LISTED IN ANY RIDERS/ADDENDA, AND (3) I ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS AGREEMENT AND ANY RIDERS/ADDENDA. I ALSO ACKNOWLEDGE THAT I RECEIVED A COPY OF YOUR HOME EQUITY EARLY DISCLOSURE ENTITLED, "IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT", THE HOME EQUITY BROCHURE ENTITLED, "WHEN YOUR HOME IS ON THE LINE" AND TWO COPIES OF THE HOME EQUITY LINE OF CREDIT NOTICE OF RIGHT TO CANCEL.

 8/29/06
Borrower: Jennifer P. Wascovich Date

 8/29/06
Borrower: John V. Wascovich Date

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Loan Number: 4064216

**ADDENDUM TO HOME EQUITY LINE OF CREDIT AGREEMENT AND
PROMISSORY NOTE (the "Agreement")**

This addendum is affixed to and amends and supplements the Home Equity Line of Credit Agreement and Promissory Note (the "Agreement") entered into between you.

as borrower(s), and Home Loan Center, Inc., dba LandingTree Loans on the
29th day of August, 2006. Capitalized terms used in this Addendum have
the same meanings as given to them in the Agreement.

This Section of the Agreement title **REQUESTING A LOAN** is hereby amended by this Addendum to read as follows:

REQUESTING A LOAN: You request a loan under this plan whenever you:

- write a check for at least the minimum advance listed above using one of the special checks you have for that purpose.
- authorize a payment to a third person or account for closing costs or certain other amounts on your behalf in accordance with your disbursement authorization provided to us at or before the time you sign this Agreement.

A subsequent holder of this Agreement may offer you additional methods of requesting a loan and will advise you of the terms and procedures for such additional methods.

Except for the modifications described above, all terms and conditions of the Agreement remain unchanged and in full force and effect, except that this Addendum shall be no further force and effect if a subsequent holder permits you to request loans in the manners specified in the Agreement without reference to the terms of this Addendum.

Jennifer Wascovich 8/29/06
Jennifer P. Wascovich Date
John V. Wascovich 8/29/06
John V. Wascovich Date

Date _____

Date _____

Date

Date _____

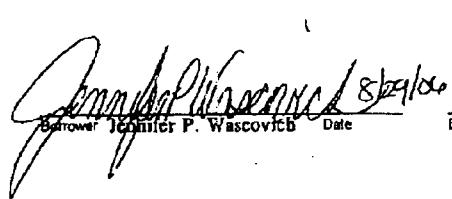
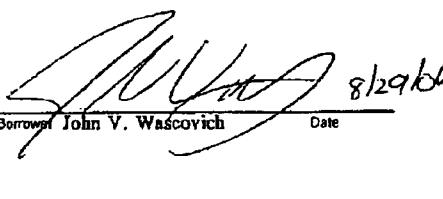
DATE: 8/29/2006
BORROWER: Jennifer P. Wascovich, John V. Wascovich

LOAN# 4064216
PROPERTY ADDRESS: 406 Parker Street, Clarks Summit, Pennsylvania, 18411

**ADDENDUM TO
HOME EQUITY CREDIT LINE
AGREEMENT AND DISCLOSURE STATEMENT**

6.B. Other FINANCE CHARGES	Charges	POC by Borrower	POC by Lender
(1) Points FINANCE CHARGE.			
<u>Loan Origination Fee:</u>	<u>1,250.00</u>		
Broker Fee FINANCE CHARGE			
Settlement Agent FINANCE CHARGE			
<u>Settlement Fee</u>	<u>100.00</u>		
Miscellaneous FINANCE CHARGE			
<u>Underwriting Fee:</u>			
<u>Loan Processing Fee:</u>			
<u>Flood Certification:</u>	<u>10.00</u>		
<u>Escrow Wire Fee:</u>	<u>15.00</u>		
<u>Escrow Courier Fee:</u>	<u>15.00</u>		
7. OTHER CHARGES			
B.			
<u>Appraisal Fee:</u>	<u>110.00</u>		
<u>Notary Fee:</u>	<u>90.00</u>		
<u>Title Insurance:</u>	<u>135.00</u>		
<u>Recording Fees:</u>	<u>103.50</u>		
<u>Tax - Transfer:</u>			
TOTAL	1,828.50		
S0314LI			

By signing below, I hereby acknowledge receipt of this Addendum to the Home Equity Line Agreement and Disclosure Statement.

 8/29/04  8/29/04

Borrower Jennifer P. Wascovich Date

Borrower John V. Wascovich Date

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

HOME EQUITY LINE OF CREDIT
AUTHORIZED ACCOUNT SIGNATURE(S)

ACCOUNT #9155

--	--	--	--	--	--	--

Loan Number

Borrower Name

Jennifer P. Wascovich

Please print name

Signature

Borrower Name

John V. Wascovich

Please print name

Signature

Borrower Name

Please print name

Signature

Borrower Name

Please print name

Signature

HELOC - Bank Signature Card

FE-3136 (6691.0)
50281L



FORM 5105-11 (80-1654-11)



9/97

Prepared By:
Home Loan Center, Inc., dba
LeadingTree Loans
163 Technology Drive
Irvine, CA 92618

After Recording Return To:
Home Loan Center, Inc.,
dba LeadingTree Loans
163 Technology Drive
Irvine, CA 92618

Premises:
406 Parker Street, Clarks Summit, PA
18411

Parcel Number: 09015 010 02200

[Space Above This Line For Recording Data]

DOC ID #: 4064216

OPEN-END MORTGAGE
(Line of Credit)
MIN 100196800040642162

NOTICE TO BORROWER: This document
contains provisions for a variable interest rate.

THIS OPEN-END MORTGAGE, dated August 29 2006, is between
John V. Wascovich and Jennifer P. Wascovich

residing at 406 Parker Street, Clarks Summit, PA 18411

HELOC - PA Mortgage with MERS
FE-4331(PA) (0512)
11388L1

Page 1 of 7

JPW
JPW

EXHIBIT

B

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and Mortgage Electronic Registration Systems, Inc., with an address at P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, solely as nominee for
Home Loan Center, Inc., dba LendingTree Loans
hereinafter, called "Lender" (and Lender's successors and assigns) which has the address of
163 Technology Drive, Irvine, CA 92618
and hereinafter referred to as "you" or the "Mortgagee."

MORTGAGED PREMISES: In consideration of the loan hereinafter described and intending to be legally bound, we hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns), the premises located at:

406 Parker Street, Clarks Summit

Street/City
Pennsylvania
County Lackawanna
ZIP 18411 (the "Premises").

and further described as:

As per legal description attached hereto and made a part hereof

APN#: 09015 010 02200

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

THIS MORTGAGE SECURES FUTURE ADVANCES UP TO A MAXIMUM INDEBTEDNESS OF \$ 43,400.00 EXCLUSIVE OF INTEREST AND EXCLUSIVE OF ADVANCES THAT MAY BE MADE BY YOU UNDER THE PROVISIONS OF THE SECTION OF THIS MORTGAGE ENTITLED "OUR AUTHORITY TO YOU."

Borrower understands and agrees that MERS holds only legal title to the interests granted by Mortgagor in this Mortgage; 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 Premises; and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

LOAN: The Mortgage will secure the loan we received in the principal amount of \$ 43,400.00

FE-4331(PA) (0512)
11388L2

Page 2 of 7



or so much thereof as may be advanced and readvanced from time to time to
Jennifer P. Wascovich John V. Wascovich
and

the Borrower(s) under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated, August 29, 2006 plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

BORROWER'S IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payer" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.



(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) PRIOR MORTGAGE: If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated October 14, 2004 and given by us to WELLS FARGO HOME MORTGAGE

as mortgagee, in the original amount of \$ 149,326.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.



DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive 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.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

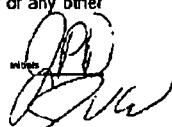
NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you, including without limitation any notice under 42 Pa.C.S.A. Section 8143, shall be given by certified mail, return receipt requested, to your address at

163 Technology Drive, Irvine, CA 92618

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

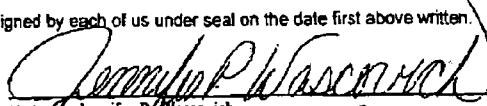
RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us, except that we shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.



We acknowledge receipt of a signed copy of this Mortgage.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

 (SEAL)

Mortgagor: Jennifer P. Wasco

 (SEAL)

Mortgagor: John V. Wasco

 (SEAL)

Mortgagor:

 (SEAL)

Mortgagor:

 (SEAL)

Mortgagor:

 (SEAL)

Mortgagor:

COMMONWEALTH OF PENNSYLVANIA

Lackawanna

County ss:

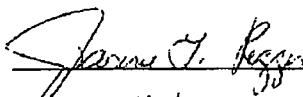
On this, the 29th day of August, 2006, before me,
the undersigned officer, personally appeared Jennifer P. Wasco, John V. Wasco

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

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

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joanne L. Rezzino, Notary Public
Moasic Boro, Lackawanna County
My Commission Expires June 21, 2008


Joanne L. Rezzino
Notary Public

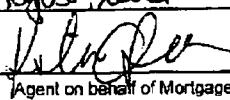
Certificate of Residence

I Kristen Ostapovich
do hereby certify
that the correct address of the within-named Mortgagee is

Home Loan Center, Inc., dba LendingTree Loans
163 Technology Drive

Irvine, CA 92618

Witness my hand this 31st day of August, 2008



Agent on behalf of Mortgagee



October 5, 2007

Jennifer Wascovich
John Wascovich
106 Parker St.
Clarks Summit, PA 18411

RE: CitiMortgage Loan #: 2712945712
Security Instrument Dated: 09/06
Property Address: 406 Parker St.
Clarks Summit, PA 18411

Dear CitiMortgage Customer(s):

THE ABOVE REFERENCED LOAN IS IN DEFAULT. Payments have not been made as required by the note and mortgage or deed of trust (the "Security Instrument"). Refer to the note and Security Instrument for additional information. CitiMortgage, Inc. is providing this notice as lender or servicing agent for the lender.

To cure the default you must pay the past due amount of \$1068.24. We must receive your payment by 11/04/07 (or the next business day thereafter 11/04/07 is a Saturday, Sunday, or Federal holiday). Any additional monthly payments and late charges that fall due by 11/04/07 must also be paid to bring your account current. You must send certified funds (certified check, cashier's check, or money order) to:

CitiMortgage, Inc.
1000 Technology Dr, Attn: MS 514
O'Fallon MO 63368

Failure to cure the default by 11/04/07 may result in the acceleration of all sums due under the Security Instrument. This means the entire unpaid balance will become due. Also, your property may be sold in accordance with the terms of the Security Instrument and applicable law. The Security Instrument entitles us to collect all expenses incurred in pursuing our remedies.

You have the right to reinstate your loan after acceleration in accordance with the terms of the Security Instrument. You have the right to bring a court action or to assert in any foreclosure proceeding, the non-existence of a default or any other defense you have to acceleration and the sale of the property.

Under IRS regulations, we may be required to report any foreclosure to the IRS. The foreclosure may result in income tax consequences. Consult the IRS or your tax advisor for further information.

You may be eligible for homeownership counseling from one of the Department of Housing and Urban Development ("HUD") approved homeownership counseling agencies. Please call us at 1(800) 788-4517* for information regarding the HUD-approved counseling agency nearest you or to discuss the circumstances of the default with one of our loan counselors. When you call or write to us, please refer to your loan number: 2712945712.

Sincerely,
Collection Department

*Calls are randomly monitored and recorded to ensure quality service.

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

EXHIBIT C

Verification

I, Leslie Hensley, am an employee of Citicorp Credit Services, Inc., (USA)

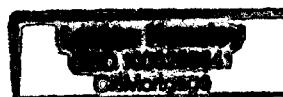
which is by contract the service provider for plaintiff, Citibank, N.A., retained to perform services on its behalf. I am authorized to make this verification as attorney-in-fact for plaintiff under power of attorney from plaintiff to Citicorp Credit Services, Inc. (USA) and to me. The foregoing averments of fact in the within pleading are true and correct to the best of my knowledge, information and belief. I understand that the statement made herein are subject to the penalties of 18 Pa. C. S. Section 4904, relating to unsworn falsification to the authorities.

6/18/2008

Date:

Wascovich/Jennifer
2712945712

Leslie Hensley
Signature



FILED

JUL 07 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1234-CD

CITIMORTGAGE, INC.

VS

JENNIFER WASCOVICH

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 08/06/2008

HEARING:

PAGE: 104381

FILED

08/07
JUL 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: JENNIFER WASCOVICH
ADDRESS: 118 WEST SCRIBNER AVE.
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 7-11-08 AT 9:59 AM/PM SERVED THE WITHIN

COMPLAINT ON JENNIFER WASCOVICH, DEFENDANT

BY HANDING TO Jennifer WASCOVICH / DEFENDANT

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

ADDRESS SERVED 118 West Scribner Ave Dubois, Pa- 15801

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR JENNIFER WASCOVICH

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO JENNIFER WASCOVICH

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Jerome M. Neelie
Deputy Signature

Jerome M. Neelie

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104381
NO: 08-1234-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CITIMORTGAGE, INC.
vs.
DEFENDANT: JENNIFER WASCOVICH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NEIL	043270	10.00
SHERIFF HAWKINS	NEIL	043270	40.23

S
FILED
013:40 LM
OCT 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIMORTGAGE, INC.
750 Washington Blvd, 7 Fl
Stamford, CT 06901

Plaintiff(s)

v.

JENNIFER WASCOVICH
118 West Scribner Avenue
Du Bois PA 15801

Defendant(s)

CIVIL DIVISION, ARBITRATION
AND STATUTORY APPEALS ONLY

CASE NO. 2008-1234-CD

TYPE OF PLEADING: _____

Praecipe for Default Judgment

CODE AND CLASSIFICATION:

FILED ON BEHALF OF: Plaintiff
CITIMORTGAGE, INC.

(Name of Party, indicate plaintiff or defendant)

NAME, ADDRESS AND TELEPHONE OF:

X Counsel of Record
____ Individual, if pro se

Brit J. Suttell, Esquire
Burton Neil & Associates, P.C.
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Telephone: 610-696-2120
email: litigation@burt-law.com

Attorney's State ID# 204140

Attorney's Firm ID# _____

(Signature)

FILED *Atty pd.
20-00*
11/13/08
NOV 03 2008, *CCO Notice
to Def.*
S William A. Shaw
Prothonotary/Clerk of Courts *Statement
to Atty*
CK

CITIMORTGAGE, INC.
750 Washington Blvd, 7 Fl
Stamford, CT 06901

Plaintiff

: IN THE COURT OF COMMON PLEAS

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

JENNIFER WASCOVICH
118 West Scribner Avenue
Du Bois PA 15801

Defendant

: NO. 2008-1234-CD

: CIVIL ACTION - LAW

Praeclipe for Default Judgment

To the Prothonotary:

Please enter judgment by default for want of an answer in the above case in favor of the plaintiff and against the defendant, and assess damages as follows:

Principal:	\$41,598.51
TOTAL	\$41,598.51

Understanding that false statements herein made are subject to penalty under 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, I verify that:

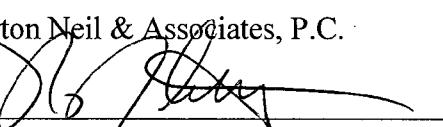
1. The above are the precise last-known addresses of the judgment debtor and creditor.
2. The annexed notice of intention to file this praecipe was mailed to all parties against whom judgment is to be entered and to their record attorneys, if any, after the default occurred, and at least ten days prior to the date of the filing of this praecipe.
3. Pursuant to Section 201(b)(1)(A) of the Servicemembers Civil Relief Act of 2003 (SCRA), the defendant is not in the military service of the United States based on information received from the defendant and/or the Department of Defense website.

**JUDGMENT BY DEFAULT ENTERED
AND DAMAGES ASSESSED AS ABOVE.
NOTICE GIVEN UNDER PA.R.CIV.P. 236**

Willie Shan 11/3/08

Pro Prothonotary

Burton Neil & Associates, P.C.

By: 

Brit J. Suttell, Esquire
Attorney for Plaintiff
I.D. NO. 204140
1060 Andrew Drive, Suite 170
West Chester, PA 19380

The law firm of Burton Neil & Associates is a debt collector.

CITIMORTGAGE, INC.

: IN THE COURT OF COMMON PLEAS

Plaintiff

: CLEARFIELD COUNTY, PENNSYLVANIA

v.

JENNIFER WASCOVICH

Defendant

: NO. 2008-1234-CD

: CIVIL ACTION - LAW

Notice of Intention to File Praeclipe for Default Judgment

TO: Jennifer Wascovich
 118 West Scribner Avenue
 Du Bois PA 15801

IMPORTANT NOTICE

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. This office can provide you with information about hiring a lawyer.

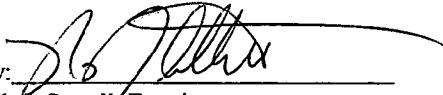
If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

LAWYER REFERENCE AND INFORMATION SERVICE

David S. Meholic
 Court Administrator
 Clearfield County Courthouse
 Clearfield, PA 16830
 Telephone No. 814-765-2641 Ext. 5982

DATE OF NOTICE: October 20, 2008

Burton Neil & Associates, P.C.

By: 

Brit J. Suttell, Esquire
 Attorney for Plaintiff
 Identification No. 204140
 1060 Andrew Drive, Suite 170
 West Chester, PA 19380
 (610) 696-2120

In making this communication, we advise our office is a debt collector.

Burton Neil & Associates, P.C.
By: Brit J. Suttell, Esquire ID. NO. 204140
1060 Andrew Drive, Suite 170
West Chester, PA 19380
610-696-2120

Attorney for Plaintiff

CITIMORTGAGE, INC.
Plaintiff

: IN THE COURT OF COMMON PLEAS

v.

JENNIFER WASCOVICH
Defendant

: CLEARFIELD COUNTY, PENNSYLVANIA

: NO. 2008-1234-CD

: CIVIL ACTION - LAW

Rule of Civil Procedure NO. 236 (Revised)

Notice is given that a JUDGMENT in the above captioned matter has been entered
against you on November 3, 2008.

Prothonotary

By: Willie L. Suttell

Deputy

If you have any questions concerning the above, please contact:

Brit J. Suttell, Esquire
Attorney for Party Filing
1060 Andrew Drive, Suite 170
West Chester, PA 19380
Phone: 610-696-2120

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

CCW

Citimortgage, Inc.
Plaintiff(s)

No.: 2008-01234-CD

Real Debt: \$41,598.51

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Jennifer Wascovich
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 3, 2008

Expires: November 3, 2013

Certified from the record this 3rd day of November, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney