

08-1493-CD

Citimortgage Inc vs Norman Lowder et al

LOAN #: 632875451

must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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

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

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances:

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M.L.  
 PAUDEDL

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Form 3639 1/01 Page 12 of 15

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws

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JML  
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PENNSYLVANIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3039 1/01 Page 13 of 15

EXHIBIT A

**LOAN #: 632875451**

providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

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

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

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

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

Norman M. Lowder (Seal)  
NORMAN M. LOWDER

Melissa Lowder (Seal)  
MELISSA LOWDER

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**A**

LOAN #: 632875451

## Certificate of Residence

I, William F. DONOVANdo hereby certify that the correct address of the within-named Mortgagor is 2500 W. BIG BEAVER RD., TROY, MICHIGAN 48064Witness my hand this 19<sup>th</sup> day of February 2003William F. Donovan  
Agent of Mortgage

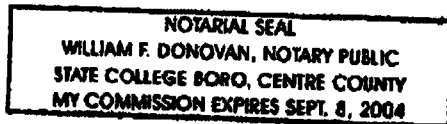
Commonwealth of PENNSYLVANIA

County of: CENTREOn this the 19<sup>th</sup> day of February 2003 before me, WILLIAM F. DONOVAN, the undersigned officer, personally appearedNORMAN M. LOWDER and MELISSA LOWDER

known to me (or satisfactorily proven) to be the person whose names

ARE subscribed to the within instrument and acknowledged thatTHEY executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires: Sept. 8, 2004WILLIAM F. DONOVAN  
Title of OfficerInitials: WFD

**LEGAL DESCRIPTION**

All that certain lot of land situated in the Borough of Wallaceton, County of Clearfield, Pennsylvania, bounded and described as follows:

On the East by an alley; on the West by Clearfield Street; on the North by Lot No. forty-eight (48) and on the South by an alley, and known as Lot No. forty-seven (47) in the plan of Wallaceton Borough.

Parcel No. 010-373-00020.

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions and restrictions of record.

**PROPERTY BEING: 388 CLEARFIELD STREET**

VERIFICATION

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

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

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

Jaime McQuinn  
Attorney for Plaintiff 90134

DATE: 8-11-08

LOAN #: 632875451

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

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These

Initials: ANML  
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PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Form 3039 1/01

Page 8 of 15

LOAN #: 632875451

agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

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

Initials: ML

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3839 1/01

Page 9 of 15

PAUDEDL

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

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

Initials: ML

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3439 1/01

Page 10 of 15

FAUDEDL

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower

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PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3039 1/01 Page 11 of 15

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No CC  
WMA compl. TO SHFF.  
William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
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DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
SHEETAL SHAH-JANI, ESQ., Id. No. 81760  
JENINE R. DAVEY, ESQ., Id. No. 87077  
LAUREN R. TABAS, ESQ., Id. No. 93337  
VIVEK SRIVASTAVA, ESQ., Id. No. 202331  
JAY B. JONES, ESQ., Id. No. 86657  
PETER MULCAHY, ESQ., Id. No. 61791  
ANDREW SPIVACK, ESQ., Id. No. 84439  
JAIME MCGUINNESS, ESQ., Id. No. 90134  
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PHILADELPHIA, PA 19103  
(215) 563-7000 181592

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 2008-1493-CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

Defendants

September 11, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service: William A. Shaw cm  
Deputy Prothonotary

**CIVIL ACTION - LAW** September 29, 2008  
**COMPLAINT IN MORTGAGE FORECLOSURE** Document  
Reinstated/Reissued to Sheriff/Attorney  
for service: William A. Shaw cm  
Deputy Prothonotary

## **NOTICE**

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

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

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

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

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

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

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

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

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

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

1. Plaintiff is

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

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

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

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

3. On 02/19/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No. 200302531. A copy of the Mortgage is attached as Exhibit "A".
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/01/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$61,852.78
Interest	\$2,084.40
02/01/2008 through 08/11/2008 (Per Diem \$10.80)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$82.96
02/19/2003 to 08/11/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$65,820.14
Escrow	
Credit	\$0.00
Deficit	\$380.50
Subtotal	<u>\$380.50</u>
<b>TOTAL</b>	<b>\$66,200.64</b>

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$66,200.64, together with interest from 08/11/2008 at the rate of \$10.80 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: *Jaime McGuinness 90139*  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
LAUREN R. TABAS, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
JAY B. JONES, ESQUIRE  
PETER MULCAHY, ESQUIRE  
ANDREW SPIVACK, ESQUIRE  
JAIME MCGUINNESS, ESQUIRE  
Attorneys for Plaintiff

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200302531  
RECORDED ON  
Feb 20, 2003  
2:17:46 PM  
Total Pages: 16

RECORDING FEES -	437.00
RECORDED	
COUNTY IMPROVEMENT	42.00
FUND	
RECORDED IMPROVEMENT	43.00
FUND	
JCS/ACCESS TO	10.00
JUSTICE	
STATE WRIT TAX	40.50
TOTAL	572.50
CUSTOMER	
DONOVAN, WILLIAM	

When recorded mail to:  
ABN AMRO MORTGAGE GROUP, INC.  
P.O. BOX 5064  
TROY, MICHIGAN 48064  
ATTN:FINAL/TRAILING DOCUMENTS

LOAN #: 632875451

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated FEBRUARY 19, 2003, together with all Riders to this document. MARRIED

(B) "Borrower" is NORMAN M. LOWDER, A MARRIED MAN, and /NML

MELISSA LOWDER, A MARRIED WOMAN /M.L.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is ABN AMRO MORTGAGE GROUP, INC.

Lender is a CORPORATION  
of DELAWARE.  
BEAVER RD., TROY, MICHIGAN 48064.

organized and existing under the laws  
Lender's address is 2600 N. BIG

Lender is the mortgagee under this Security Instrument.

Initials: /NML

PENNSYLVANIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3039 1/01 Page 1 of 15

PAUDED PAUDEDL 0109

EXHIBIT A

**Made this** 19th day of February in the year Two Thousand Three (2003)

**Between:**

**GARY L. HENDERSHOT and MARY B. HENDERSHOT**, husband and wife, of Wallaceton, Pennsylvania, parties of the first part, **GRANTORS**

**-AND-**

**NORMAN M. LOWDER and MELISSA LOWDER**, husband and wife, of Wallaceton, Pennsylvania, parties of the second part, **GRANTEES**

**Witnesseth**, That in consideration of **SEVENTY THOUSAND and 00/100 (\$70,000.00)** **DOLLARS**, lawful money of the United States of America, well and truly paid by the said parties of the second part to the said parties of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part, their heirs and assigns,

**All** that certain lot of land situated in the Borough of Wallaceton, County of Clearfield, Pennsylvania, bounded and described as follows:

On the East by an alley; on the West by Clearfield Street; on the North by Lot No. forty-eight (48) and on the South by an alley, and known as Lot No. forty-seven (47) in the plan of Wallaceton Borough.

**BEING** identified in the Clearfield County Mapping and Assessment Office as Parcel No. 010-373-00020.

**BEING** also known as 388 Clearfield Street, Wallaceton, PA 16876.

**UNDER AND SUBJECT, NEVERTHELESS**, to all existing easements, conditions and restrictions of record.

**EXHIBIT "A"**

**EXHIBIT A**

LOAN #: 632875451

(D) "Note" means the promissory note signed by Borrower and dated FEBRUARY 19, 2003.

The Note states that Borrower owes Lender \*\*SIXTY SIX THOUSAND FIVE HUNDRED AND NO/100  
\*\*\*\*\*Dollars (U.S. \$66,500.00 )

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 1, 2033.

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

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

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

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

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

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

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

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

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

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

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

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

Initials: IME  
AMLPENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3039 1/01

Page 2 of 15

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LOAN #: 632875451

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

CLEARFIELD

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 388 CLEARFIELD STREET ST, WALLACETON,

Pennsylvania 16876

("Property Address"):

[Street] [City]

[Zip Code]

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid,

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PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Form 3039 1/01 Page 3 of 15

LOAN #: 632875451

Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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PENNSYLVANIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Form 3039 1/01

Page 4 of 15

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument,

Initials: ML  
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PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Form 3039 1/01 Page 5 of 15

EXHIBIT A

LOAN #: 632875451

Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Form 3039 1/01

Page 6 of 15

LOAN #: 632875451

obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has

Initials: AML  
ML  
 PAIDEDL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1493-CD

CITIMORTGAGE, INC. S/B/M

vs

SERVICE # 1 OF 2

NORMAN M. LOWDER and MELISSA LOWDER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/11/2008

HEARING:

PAGE: 104529

DEFENDANT: NORMAN M. LOWDER  
ADDRESS: 388 CLEARFIELD ST.  
WALLACETON, PA 16876

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

8/19/08

0/33871  
JUL 21 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

*appears to be vacant. For sale  
sign also in front of residence*

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON NORMAN M. LOWDER, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

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

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR NORMAN M. LOWDER

AT (ADDRESS) \_\_\_\_\_

NOW This 20th day of Aug 2008 AT 3:25 AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO NORMAN M. LOWDER

REASON UNABLE TO LOCATE House Empty

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS / SHERIFF

BY: Dep George F. Delaney

Deputy Signature

Dep George F. Delaney  
Print Deputy Name

**SHERIFF'S OFFICE  
CLEARFIELD COUNTY  
CASE # 104529**

DEAR MELISSA LOWDER

Would you please contact the Sheriff's Office EXTENSION **1360** concerning legal papers we have for you

When you call, please give your name and the case # noted above (**104529**) and someone in the Office will be able to help you.

Thank you for your consideration in this matter.

SHERIFF CHESTER A. HAWKINS

OFFICE HOURS: 8:30 A.M. to 4:00 P.M.  
PHONE (814) 765-2641

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

AUG 12 2008

Attest.

*William A. Khan*  
Prothonotary/  
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
SHEETAL SHAH-JANI, ESQ., Id. No. 81760  
JENINE R. DAVEY, ESQ., Id. No. 87077  
LAUREN R. TABAS, ESQ., Id. No. 93337  
VIVEK SRIVASTAVA, ESQ., Id. No. 202331  
JAY B. JONES, ESQ., Id. No. 86657  
PETER MULCAHY, ESQ., Id. No. 61791  
ANDREW SPIVACK, ESQ., Id. No. 84439  
JAIME MCGUINNESS, ESQ., Id. No. 90134  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 181592

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 2008 - 1493 - CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

Defendants

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

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

## **NOTICE**

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

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

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

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

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

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

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

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

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

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

1. Plaintiff is

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

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

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

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

3. On 02/19/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No. 200302531. A copy of the Mortgage is attached as Exhibit "A".
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/01/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$61,852.78
Interest	\$2,084.40
02/01/2008 through 08/11/2008 (Per Diem \$10.80)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$82.96
02/19/2003 to 08/11/2008	
Cost of Suit and Title Search	\$550.00
Subtotal	\$65,820.14
Escrow	
Credit	\$0.00
Deficit	\$380.50
Subtotal	\$380.50
<b>TOTAL</b>	<b>\$66,200.64</b>

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$66,200.64, together with interest from 08/11/2008 at the rate of \$10.80 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: *Jaime McGuinness 90139*  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
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JAY B. JONES, ESQUIRE  
PETER MULCAHY, ESQUIRE  
ANDREW SPIVACK, ESQUIRE  
JAIME MCGUINNESS, ESQUIRE  
Attorneys for Plaintiff

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200302531  
RECORDED ON  
Feb 20, 2003  
2:17:46 PM  
Total Pages: 16

RECORDING FEES -	\$37.00
RECORDER	
COUNTY IMPROVEMENT	\$2.00
FUND	
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO	\$10.00
JUSTICE	
STATE WRIT TAX	\$0.50
TOTAL	\$52.50
CUSTOMER	
DONOVAN, WILLIAM	

When recorded mail to:  
ABN AMRO MORTGAGE GROUP, INC.  
P.O. BOX 5064  
TROY, MICHIGAN 48064  
ATTN:FINAL/TRAILING DOCUMENTS

LOAN #: 632875451

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated FEBRUARY 19, 2003, together with all Riders to this document. MARRIED

(B) "Borrower" is NORMAN N. LOWDER, A SINGLE MAN, and /NML

MELISSA LOWDER, A MARRIED WOMAN /M.L.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is ABN AMRO MORTGAGE GROUP, INC.

Lender is a CORPORATION  
of DELAWARE.

BEAVER RD., TROY, MICHIGAN 48064.

organized and existing under the laws  
Lender's address is 2600 W. BIG

Lender is the mortgagee under this Security Instrument.

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3039 1/01

Page 1 of 15

Initials: /NML

PAUDED

PAUDEDL 0109

# EXHIBIT A

**Made this** 19th day of February in the year Two Thousand Three (2003)

**Between:**

**GARY L. HENDERSHOT and MARY B. HENDERSHOT**, husband and wife, of Wallaceton, Pennsylvania, parties of the first part, GRANTORS

**-AND-**

**NORMAN M. LOWDER and MELISSA LOWDER**, husband and wife, of Wallaceton, Pennsylvania, parties of the second part, GRANTEES

**Witnesseth**, That in consideration of SEVENTY THOUSAND and 00/100 (\$70,000.00) DOLLARS, lawful money of the United States of America, well and truly paid by the said parties of the second part to the said parties of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part, their heirs and assigns,

**All** that certain lot of land situated in the Borough of Wallaceton, County of Clearfield, Pennsylvania, bounded and described as follows:

On the East by an alley; on the West by Clearfield Street; on the North by Lot No. forty-eight (48) and on the South by an alley, and known as Lot No. forty-seven (47) in the plan of Wallaceton Borough.

**BEING** identified in the Clearfield County Mapping and Assessment Office as Parcel No. 010-373-00020.

**BEING** also known as 388 Clearfield Street, Wallaceton, PA 16876.

**UNDER AND SUBJECT, NEVERTHELESS**, to all existing easements, conditions and restrictions of record.

**EXHIBIT "A"**

**EXHIBIT A**

- LOAN #: 632875451
- (D) "Note" means the promissory note signed by Borrower and dated **FEBRUARY 19, 2003**.  
The Note states that Borrower owes Lender **\*\*SIXTY SIX THOUSAND FIVE HUNDRED AND NO/100**  
\*\*\*\*\*Dollars (U.S. **\$66,500.00** )  
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MARCH 1, 2033**.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):
- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |   |
- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

Initials: 1ME  
AML

EXHIBIT A

LOAN #: 632875451

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

CLEARFIELD

[Name of Recording Jurisdiction]:

[Type of Recording Jurisdiction] of

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 388 CLEARFIELD STREET ST, WALLACETON,

Pennsylvania 16876

("Property Address"):

[Street] [City]

[Zip Code]

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid,

Initials: nmL  
ML

PENNSYLVANIA--Single Family--Pamela Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3039 1/01

Page 3 of 15

PAUDEDL

CHIEF A

LOAN #: 632875451

Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

Initials: ML  
ML  
 PAUDEDL

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument,

Initials: ML  
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 PAUDEDL

EXHIBIT A

LOAN #: 632875451

Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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EXHIBIT A

LOAN #: 632875451

obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has

Initials: AML  
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EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These

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LOAN #: 632875451

agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

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

Initials: ML

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

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

Initials: ML

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower

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EXHIBIT A

must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

LOAN #: 632875451

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

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

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

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances:

Initials: Amc  
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EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

**24. Waiver.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws

Initials: LMC  
JML

PENNSYLVANIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3639 1/01

Page 13 of 15

PAUDEDL

EXHIBIT A

LOAN #: 632875451

providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.


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

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

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

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

 (Seal)  
NORMAN M. LOWDER

 (Seal)  
MELISSA LOWDER

0

WEBITA

LOAN #: 632875451

## Certificate of Residence

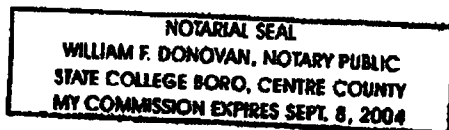
I, William F. Donovan  
do hereby certify that the correct address of the within-named Mortgagee is 2600 W. BIG BEAVER  
RD., TROY, MICHIGAN 48064

Witness my hand this 19<sup>th</sup> day of February 2003  
William F. Donovan  
Agent of Mortgagee

Commonwealth of PENNSYLVANIA  
County of: CENTRE

On this the 19<sup>th</sup> day of February 2003, before me, William F. Donovan, the undersigned officer, personally appeared NORMAN H. LOWDER and MELISSA LOWDER known to me (or satisfactorily proven) to be the person whose name ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes therein contained.  
In witness whereof I hereunto set my hand and official seal.

My commission expires: Sept. 8, 2004 William F. Donovan



NOTARY PUBLIC  
Title of Officer

Initials: WFD

EXHIBIT A

## **LEGAL DESCRIPTION**

All that certain lot of land situated in the Borough of Wallaceton, County of Clearfield, Pennsylvania, bounded and described as follows:

On the East by an alley; on the West by Clearfield Street; on the North by Lot No. forty-eight (48) and on the South by an alley, and known as Lot No. forty-seven (47) in the plan of Wallaceton Borough.

Parcel No. 010-373-00020.

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions and restrictions of record.

**PROPERTY BEING: 388 CLEARFIELD STREET**

VERIFICATION

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

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

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

Jaime M. Guinness  
Attorney for Plaintiff 90134

DATE: 8-11-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1493-CD

CITIMORTGAGE, INC. S/B/M

vs

SERVICE # 2 OF 2

NORMAN M. LOWDER and MELISSA LOWDER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/11/2008

HEARING:

PAGE: 104529

DEFENDANT:

MELISSA LOWDER

ADDRESS:

388 CLEARFIELD ST.

WALLACETON, PA 16876

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

8/19/08

William A. Shaw  
Prothonotary/Clerk of Courts

*appears to be Vacant. Also 4 sale sign in front of residence.*

**SHERIFF'S RETURN**

NOW, *15th day of Aug 2008* AT *3:25* AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON MELISSA LOWDER, DEFENDANT

BY HANDING TO \_\_\_\_\_ /

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

ADDRESS SERVED \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR MELISSA LOWDER

AT (ADDRESS) \_\_\_\_\_

NOW *15th day of Aug 2008* AT *3:25* AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO MELISSA LOWDER

REASON UNABLE TO LOCATE *House Empty*

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: *Dep. George F. DeHaven*

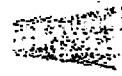
Deputy Signature

Print Deputy Name

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

AUG 12 2008

Attest.



*William A. Allen*  
Prothonotary/  
Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
SHEETAL SHAH-JANI, ESQ., Id. No. 81760  
JENINE R. DAVEY, ESQ., Id. No. 87077  
LAUREN R. TABAS, ESQ., Id. No. 93337  
VIVEK SRIVASTAVA, ESQ., Id. No. 202331  
JAY B. JONES, ESQ., Id. No. 86657  
PETER MULCAHY, ESQ., Id. No. 61791  
ANDREW SPIVACK, ESQ., Id. No. 84439  
JAIME MCGUINNESS, ESQ., Id. No. 90134  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 181592

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 2008-1493-CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

Defendants

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

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

## **NOTICE**

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

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

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

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

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

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

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

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

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

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

1. Plaintiff is

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

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

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

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

3. On 02/19/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No. 200302531. A copy of the Mortgage is attached as Exhibit "A".
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/01/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$61,852.78
Interest	\$2,084.40
02/01/2008 through 08/11/2008 (Per Diem \$10.80)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$82.96
02/19/2003 to 08/11/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$65,820.14
Escrow	
Credit	\$0.00
Deficit	\$380.50
Subtotal	<u>\$380.50</u>
<b>TOTAL</b>	<b>\$66,200.64</b>

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$66,200.64, together with interest from 08/11/2008 at the rate of \$10.80 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: *Jaime McGuinness 90139*  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
LAUREN R. TABAS, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
JAY B. JONES, ESQUIRE  
PETER MULCAHY, ESQUIRE  
ANDREW SPIVACK, ESQUIRE  
JAIME MCGUINNESS, ESQUIRE  
Attorneys for Plaintiff

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200302531  
RECORDED ON  
Feb 20, 2003  
2:17:46 PM  
Total Pages: 16

RECORDING FEES - \$37.00  
RECORDER  
COUNTY IMPROVEMENT \$2.00  
FUND  
RECORDER IMPROVEMENT \$3.00  
FUND  
JCS/ACCESS TO \$10.00  
JUSTICE  
STATE NOTT TAX \$0.50  
TOTAL \$52.50  
CUSTOMER  
DONOVAN, WILLIAM

When recorded mail to:  
ABN AMRO MORTGAGE GROUP, INC.  
P.O. BOX 5064  
TROY, MICHIGAN 48064  
ATTN: FINAL/TRAILING DOCUMENTS

LOAN #: 632875451

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated FEBRUARY 19, 2003, together with all Riders to this document. **MARRIED**

(B) "Borrower" is ~~NORMAN M. LOWDER, A SINGLE MAN,~~ and */NML*

MELISSA LOWDER, A MARRIED WOMAN */M.L.*

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **ABN AMRO MORTGAGE GROUP, INC.**

Lender is a **CORPORATION**  
of **DELAWARE**.  
BEAVER RD., TROY, MICHIGAN 48064.

organized and existing under the laws  
Lender's address is **2600 W. BIG**

Lender is the mortgagee under this Security Instrument.

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3039 1/01

Page 1 of 15

Initials: */NML*

PAUDRED PAUDEDL 0109

EXHIBIT A

**Made this** 19th day of February in the year Two Thousand Three (2003)

**Between:**

**GARY L. HENDERSHOT and MARY B. HENDERSHOT, husband and wife, of Wallaceton, Pennsylvania, parties of the first part, GRANTORS**

**-AND-**

**NORMAN M. LOWDER and MELISSA LOWDER, husband and wife, of Wallaceton, Pennsylvania, parties of the second part, GRANTEES**

***Witnesseth,*** That in consideration of **SEVENTY THOUSAND and 00/100 (\$70,000.00)** DOLLARS, lawful money of the United States of America, well and truly paid by the said parties of the second part to the said parties of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part, their heirs and assigns,

***All*** that certain lot of land situated in the Borough of Wallaceton, County of Clearfield, Pennsylvania, bounded and described as follows:

On the East by an alley; on the West by Clearfield Street; on the North by Lot No. forty-eight (48) and on the South by an alley, and known as Lot No. forty-seven (47) in the plan of Wallaceton Borough.

**BEING** identified in the Clearfield County Mapping and Assessment Office as Parcel No. 010-373-00020.

**BEING** also known as 388 Clearfield Street, Wallaceton, PA 16876.

**UNDER AND SUBJECT, NEVERTHELESS,** to all existing easements, conditions and restrictions of record.

**EXHIBIT "A"**

**EXHIBIT A**

LOAN #: 632875451

(D) "Note" means the promissory note signed by Borrower and dated FEBRUARY 19, 2003.

The Note states that Borrower owes Lender \*\*SIXTY SIX THOUSAND FIVE HUNDRED AND NO/100  
\*\*\*\*\*Dollars (U.S. \$66,500.00 )

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 1, 2033.

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

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

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

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

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

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

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

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

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

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

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

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

Initials: 1 ML

EXHIBIT A

LOAN #: 632875451

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

[Type of Recording Jurisdiction] of

CLEARFIELD

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 388 CLEARFIELD STREET ST, WALLACETON,

Pennsylvania 16876

("Property Address"):

[Street] [City]

[Zip Code]

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid,

Initials:

*nmL*  
*nmL*  
PAUDEDL

EXHIBIT A

LOAN #: 632875451

Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

Initials: ML  
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EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument,

Initials: ML  
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EXHIBIT A

LOAN #: 632875451

Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

Initials: NML  
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EXHIBIT A

LOAN #: 632875451

obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has

Initials: AML  
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EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These

Initials: /NML  
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 PAUDEDL

LOAN #: 632875451

agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

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

Initials: ML

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

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

Initials: ML

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower

Initials: ML  
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EXHIBIT A

LOAN #: 632875451

must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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

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

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances:

Initials: AmL  
M.L.  
PAUDEDL

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws

Initials: JML  
JML

EXHIBIT A

LOAN #: 632875451

providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

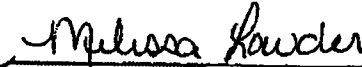
25. **Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

 (Seal)  
NORMAN M. LOWDER

 (Seal)  
MELISSA LOWDER

0

CREDITA

LOAN #: 632875451

## Certificate of Residence

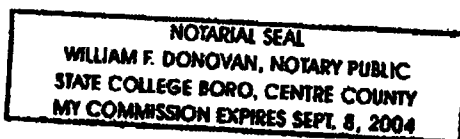
I, William F. Donovan  
do hereby certify that the correct address of the within-named Mortgagee is 2600 W. BIG BEAVER  
RD., TROY, MICHIGAN 48064

Witness my hand this 19th day of February 2003  
William F. Donovan  
Agent of Mortgagee

Commonwealth of PENNSYLVANIA  
County of: CENTRE

On this the 19th day of February 2003 before me, William F. Donovan  
Norman M. Lowder and Melissa Lowder the undersigned officer, personally appeared  
known to me (or satisfactorily proven) to be the person whose names  
ARE subscribed to the within instrument and acknowledged that  
THEY executed the same for the purposes therein contained.  
In witness whereof I hereunto set my hand and official seal.

My commission expires: Sept. 8, 2004



NOTARY PUBLIC  
Title of Officer

Initials: WFD

EXHIBIT A

## **LEGAL DESCRIPTION**

All that certain lot of land situated in the Borough of Wallacetown, County of Clearfield, Pennsylvania, bounded and described as follows:

On the East by an alley; on the West by Clearfield Street; on the North by Lot No. forty-eight (48) and on the South by an alley, and known as Lot No. forty-seven (47) in the plan of Wallacetown Borough.

Parcel No. 010-373-00020.

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions and restrictions of record.

**PROPERTY BEING: 388 CLEARFIELD STREET**

VERIFICATION

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

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

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

Jaime M. Guinness  
Attorney for Plaintiff 90134

DATE: 8-11-08

**FILED**

m 12:30 p.m. GK

SEP 05 2008

NO CC

(21)

William A. Shaw  
Prothonotary/Clerk of Courts

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

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP,  
INC.

Plaintiff

vs.

NORMAN M. LOWDER  
MELISSA LOWDER

Defendant(s)

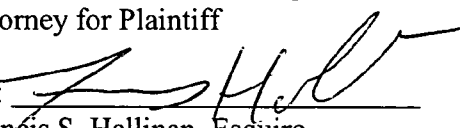
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2008-1493-CD  
:  
: CLEARFIELD COUNTY  
:  
:  
:  
:

**PRAECIPE TO SUBSTITUTE VERIFICATION**  
**TO CIVIL ACTION COMPLAINT**  
**IN MORTGAGE FORECLOSURE**

TO THE PROTHONOTARY:

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

Phelan Hallinan & Schmieg, LLP  
Attorney for Plaintiff

By:   
Francis S. Hallinan, Esquire

Date: 8-27-08

PHS #: 181592

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

ATTORNEY FOR PLAINTIFF

**CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP,  
INC.**

**Plaintiff**

**vs.**

**NORMAN M. LOWDER  
MELISSA LOWDER**

**Defendant(s)**

: **COURT OF COMMON PLEAS**  
:  
: **CIVIL DIVISION**  
:  
: **NO. 2008-1493-CD**  
:  
: **CLEARFIELD COUNTY**  
:  
:  
:  
:


**CERTIFICATE OF SERVICE**

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

NORMAN M. LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

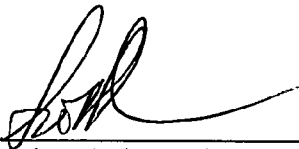
Phelan Hallinan & Schmieg, LLP  
Attorney for Plaintiff

By:   
Francis S. Hallinan, Esquire

Date: 8-27-08

**VERIFICATION**

Scott Scheiner hereby states that he/she is  
Assistant Vice President of CITIMORTGAGE, INC. S/B/M TO ABN AMRO  
MORTGAGE GROUP, INC., servicing agent for Plaintiff in this matter, that he/she is authorized  
to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage  
Foreclosure are true and correct to the best of his/her knowledge, information and belief. The  
undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec.  
4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Scott Scheiner, Assistant Vice President

DATE: August 12, 2008

Company: CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.

Loan: 632875451

File #: 181592

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

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.  
Plaintiff

: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: CLEARFIELD COUNTY

vs.

NORMAN M. LOWDER  
MELISSA LOWDER

: No. 2008-1493-CD  
:  
:  
:  
:

Defendants

**PRAECIPE TO REINSTATE CIVIL ACTION/MORTGAGE FORECLOSURE**

TO THE PROTHONOTARY:

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

PHELAN HALLINAN & SCHMIEG, LLP

By: Francis S. Hallinan

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

Date: September 9, 2008

/jcs, Svc Dept.  
File# 181592

**FILED** Pd \$7.00 Atty  
m/jl: 102m ICC & reinstated  
SEP 11 2008 Complaint to Atty.  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Citimortgage, Inc., s/b/m to ABN  
Amro Mortgage Group, Inc.

vs.

Norman M. Lowder  
Melissa Lowder

CIVIL DIVISION  
NO. 2008-1493-CD

**ORDER**

**AND NOW**, this \_\_\_\_\_ day of \_\_\_\_\_, 2008, upon consideration of Plaintiff's Motion for Service Pursuant to Special Order of Court, it is hereby **ORDERED** and **DECREED** that said Motion is **GRANTED**.

It is further **ORDERED** and **DECREED** that Plaintiff may obtain service of the Complaint and all future pleadings on the above captioned Defendants, Norman M. Lowder and Melissa Lowder, by:

1. Posting of the mortgaged premises, 388 Clearfield Street, Wallaceton, PA 15876.
2. First class mail to Norman M. Lowder and Melissa Lowder at the mortgaged premises, 388 Clearfield Street, Wallaceton, PA 16876, and the last known addresses, P.O. Box 43, Wallaceton, PA 16876; P.O. Box 69, Wallaceton, PA 16876; and P.O. Box 334, Wallaceton, PA 16876; and
3. Certified mail to Norman M. Lowder and Melissa Lowder at the mortgaged premises 388 Clearfield Street, Wallaceton, PA 16876 and the last known addresses, P.O. Box 43, Wallaceton, PA 16876; P.O. Box 69, Wallaceton, PA 16876; and P.O. Box 334, Wallaceton, PA 16876.

**BY THE COURT:**

\_\_\_\_\_  
J.

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

CA  
FILED No CC.  
m/11:25am  
SEP 11 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Attorney for Plaintiff

Citimortgage, Inc., s/b/m to ABN	:	COURT OF COMMON PLEAS
Amro Mortgage Group, Inc.	:	
	:	
	:	CIVIL DIVISION
vs.	:	
Norman M. Lowder	:	CLEARFIELD COUNTY
Melissa Lowder	:	
	:	
	:	NO. 2008-1493-CD

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

Plaintiff, by its counsel, Phelan Hallinan & Schmieg, L.L.P., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendants, Norman M. Lowder and Melissa Lowder by posting a copy of the complaint to the mortgaged premises, as well as sending first class mail and certified mail to the last known addresses, P.O. Box 43, Wallaceton, PA 16876; P.O. Box 69, Wallaceton, PA 16876; and P.O. Box 334, Wallaceton, PA 16876 and the mortgaged premises, 388 Clearfield Street, Wallaceton, PA 16876, and in support thereof avers the following:

1. Plaintiff, by and through its counsel, initiated the above referenced Complaint in Mortgage Foreclosure Action on August 12, 2008. As indicated by the copy of said complaint attached hereto as Exhibit "A".

2. Said complaint was forwarded to the Office of the Sheriff on or about August 12, 2008 for service to be completed on the Defendants, Norman M. Lowder and Melissa Lowder at the mortgaged premises, 388 Clearfield Street, Wallaceton, PA 16876. Plaintiff was advised by the Sheriff's Office that there was no service made at said address. Plaintiff is unable to append a

copy of the Return of Service as a result of a backlog in completing the Affidavit at the Sheriff's Office. Plaintiff's Affidavit of Service is attached hereto and marked as Exhibit "B".


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

4. Plaintiff has reviewed its internal records and has not been contacted by the Defendants as of September 9, 2008 to bring loan current.

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

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

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

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: September 9, 2008

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

Attorney for Plaintiff

Citimortgage, Inc., s/b/m to ABN Amro Mortgage Group, Inc.	:	COURT OF COMMON PLEAS
	:	
	:	CIVIL DIVISION
vs.		
Norman M. Lowder Melissa Lowder	:	CLEARFIELD COUNTY
	:	
	:	NO. 2008-1493-CD

### **MEMORANDUM OF LAW**

Pa. R.C.P. 430(a) specifically provides:

- (a) If service cannot be made under the applicable rule, the plaintiff may move the Court for a special order directing the method of service. The motion shall be accompanied by an affidavit stating the nature and extent of the investigation, which has been made to determine the whereabouts of the defendants and the reasons why service cannot be made.


Note: A Sheriff's return of "Not Found" or the fact that a Defendant has moved without leaving a new forwarding address is insufficient evidence of concealment. Gonzales vs. Polis, 238 Pa. Super. 362, 357 A.2d 580 (1976). "Notice of intended adoption mailed to last known address requires a good faith effort to discover the correct address." Adoption of Walker, 468 Pa. 165, 360 A.2d 603 (1976).

An illustration of good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives neighbors, friends and employers of the Defendant and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records.

As indicated by the Plaintiff's Affidavit of Service, attached hereto and marked as Exhibit "B", the Sheriff has been unable to serve the Complaint. A good faith effort to discover the whereabouts of the Defendant has been made as evidenced by the attached Affidavit of Reasonable Investigation, marked Exhibit "C".

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

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

By:   
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: September 9, 2008



**FILED**  
11:49 a.m.  
AUG 12 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

181592

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

Plaintiff

v.

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

Defendants

**ATTORNEY FILE COPY**  
**PLEASE RETURN**

**CIVIL ACTION - LAW**  
**COMPLAINT IN MORTGAGE FORECLOSURE**

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

## NOTICE

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

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

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

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

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

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

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

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

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

1. Plaintiff is

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

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

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

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

3. On 02/19/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No. 200302531. A copy of the Mortgage is attached as Exhibit "A".
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/01/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$61,852.78
Interest	\$2,084.40
02/01/2008 through 08/11/2008 (Per Diem \$10.80)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$82.96
02/19/2003 to 08/11/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$65,820.14
Escrow	
Credit	\$0.00
Deficit	\$380.50
Subtotal	<u>\$380.50</u>
<b>TOTAL</b>	\$66,200.64

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$66,200.64, together with interest from 08/11/2008 at the rate of \$10.80 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property

PHELAN HALLINAN & SCHMIEG, LLP

By: *Jaime McGuinness 90139*  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
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PETER MULCAHY, ESQUIRE  
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JAIME MCGUINNESS, ESQUIRE  
Attorneys for Plaintiff

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200302531  
RECORDED ON  
Feb 20, 2003  
2:17:46 PM  
Total Pages: 16

RECORDING FEES - \$37.00  
RECORDER  
COUNTY IMPROVEMENT \$2.00  
FUND  
RECORDER IMPROVEMENT \$3.00  
FUND  
JCS/ACCESS TO \$10.00  
JUSTICE  
STATE WRIT TAX \$0.50  
TOTAL \$52.50  
CUSTOMER  
DONOVAN, WILLIAM

When recorded mail to:  
ABN AMRO MORTGAGE GROUP, INC.  
P.O. BOX 5064  
TROY, MICHIGAN 48084  
ATTN: FIAL/TRAILING DOCUMENTS

LOAN #: 632875451

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated FEBRUARY 19, 2003, together with all Riders to this document. MARRIED

(B) "Borrower" is NORMAN M. LOWDER, A SINGLE MAN, and /nml

MELISSA LOWDER, A MARRIED WOMAN /m.l.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is ABN AMRO MORTGAGE GROUP, INC.

Lender is a CORPORATION  
of DELAWARE.

BEAVER RD., TROY, MICHIGAN 48084.

organized and existing under the laws  
Lender's address is 2600 W. BIG

Lender is the mortgagee under this Security Instrument.

Initials: /nml

PENNSYLVANIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

Page 1 of 15

PAUDED

PAUDEDL 0109

# EXHIBIT A

**Made this** 19th day of February in the year Two Thousand Three (2003)

**Between:**

**GARY L. HENDERSHOT and MARY B. HENDERSHOT**, husband and wife, of Wallaceton, Pennsylvania, parties of the first part, **GRANTORS**

**-AND-**

**NORMAN M. LOWDER and MELISSA LOWDER**, husband and wife, of Wallaceton, Pennsylvania, parties of the second part, **GRANTEES**

**Witnesseth**, That in consideration of **SEVENTY THOUSAND and 00/100 (\$70,000.00)** DOLLARS, lawful money of the United States of America, well and truly paid by the said parties of the second part to the said parties of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part, their heirs and assigns,

**All** that certain lot of land situated in the Borough of Wallaceton, County of Clearfield, Pennsylvania, bounded and described as follows:

On the East by an alley; on the West by Clearfield Street; on the North by Lot No. forty-eight (48) and on the South by an alley, and known as Lot No. forty-seven (47) in the plan of Wallaceton Borough.

**BEING** identified in the Clearfield County Mapping and Assessment Office as Parcel No. 010-373-00020.

**BEING** also known as 388 Clearfield Street, Wallaceton, PA 16876.

**UNDER AND SUBJECT, NEVERTHELESS**, to all existing easements, conditions and restrictions of record.

**EXHIBIT "A"**

**EXHIBIT A**

LOAN #: 632875451

(D) "Note" means the promissory note signed by Borrower and dated **FEBRUARY 19, 2003**. The Note states that Borrower owes Lender **\*\*SIXTY SIX THOUSAND FIVE HUNDRED AND NO/100 \*\*\*\*\*Dollars (U.S. \$66,500.00 )** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MARCH 1, 2033**.

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

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

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

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

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

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

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

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

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

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

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

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

Initials: 1/11/02

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3039 1/01

Page 2 of 15

PAUDEDL

EXHIBIT A

LOAN #: 632875451

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

## TRANSFER OF RIGHTS IN THE PROPERTY

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

CLEARFIELD

[Name of Recording Jurisdiction]:

[Type of Recording Jurisdiction] of

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 388 CLEARFIELD STREET ST, WALLACETON,

Pennsylvania 16876

("Property Address"):

[Street] [City]

[Zip Code]

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid,

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PENNSYLVANIA—Single Family—Pamela Mae/Fredde Mae UNIFORM INSTRUMENT  
 Form 3809 1/01

Page 3 of 15

EXHIBIT A

LOAN #: 632875451

Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument,

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EXHIBIT A

LOAN #: 632875451

Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

Initials: NML  
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PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Form 3039 1/01

Page 6 of 15

EXHIBIT A

LOAN #: 632875451

obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has

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LOAN #: 632875451

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

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These

Initials: ML  
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PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Form 3039 1/01

Page 8 of 15

06/24/2008 12:22

LOAN #: 632875451

agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

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

Initials: ML

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3839 1/01

Page 9 of 15

PAUDEDL

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

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

Initials: ML

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3039 1/01

Page 10 of 15

PAUDEDL

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower

Initials: AMM  
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EXHIBIT A

LOAN #: 632875451

must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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

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

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances:

Initials: AML  
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PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3639 1/01

Page 12 of 15

EXHIBIT A

LOAN #: 632875451

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

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

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

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

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

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

24. **Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws

Initials: JML  
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PENNSYLVANIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
 Form 3439 1/01

Page 13 of 15

EXHIBIT A

LOAN #: 632875451

providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

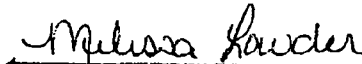
25. **Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

 (Seal)  
NORMAN M. LOWDER

 (Seal)  
MELISSA LOWDER

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EXHIBIT A

LOAN #: 632875451

## Certificate of Residence

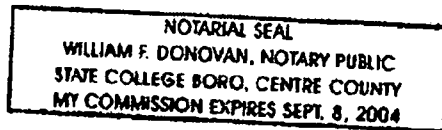
I, William F. Donovan  
do hereby certify that the correct address of the within-named Mortgagee is 2600 W. BIG BEAVER  
RD., TROY, MICHIGAN 48064

Witness my hand this 19th day of February 2003  
William F. Donovan  
Agent of Mortgagee

Commonwealth of PENNSYLVANIA  
County of: CENTRE

On this the 19th day of February 2003  
Donovan, the undersigned officer, personally appeared  
NORMAN M. LOWDER and MELISSA LOWDER  
known to me (or satisfactorily proven) to be the person whose name  
ARE subscribed to the within instrument and acknowledged that  
THEY executed the same for the purposes therein contained.  
In witness whereof I hereunto set my hand and official seal.

My commission expires: Sept. 8, 2004



NOTARY PUBLIC  
Title of Officer

Initials: WFD

EXHIBIT A

## **LEGAL DESCRIPTION**

All that certain lot of land situated in the Borough of Wallaceton, County of Clearfield, Pennsylvania, bounded and described as follows:

On the East by an alley; on the West by Clearfield Street; on the North by Lot No. forty-eight (48) and on the South by an alley, and known as Lot No. forty-seven (47) in the plan of Wallaceton Borough.

Parcel No. 010-373-00020.

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions and restrictions of record.

**PROPERTY BEING: 388 CLEARFIELD STREET**

VERIFICATION

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

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

Jaime M. Guinness  
Attorney for Plaintiff 90134

DATE: 8-11-08



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

Attorney for Plaintiff

Citimortgage, Inc., s/b/m to ABN  
Amrc Mortgage Group, Inc.

COURT OF COMMON PLEAS

CIVIL DIVISION

vs.

Norman M. Lowder  
Melissa Lowder

CLEARFIELD COUNTY

NO. 2008-1493-CD

**AFFIDAVIT OF SERVICE**

Plaintiff's Counsel, Phelan Hallinan & Schmieg, LLP, does hereby swear and subscribe that it contacted the Sheriff's Office of Clearfield County on August 20, 2008 and was advised that the Sheriff was unable to complete personal service on Norman M. Lowder and Melissa Lowder at the mortgaged premises, 388 Clearfield Street, Wallaceton, PA 16876. On August 20, 2008, the Plaintiff, by its Counsel, called the Sheriff's Office inquiring if a Return of Service was complete. The Sheriff's Office advised the Plaintiff's Counsel that they are behind with getting the returns typed up and out the door. However, they did confirm that the Defendants, Norman M. Lowder and Melissa Lowder, were not served at the mortgaged premises, 388 Clearfield Street, Wallaceton, PA 16876 because the property is vacant.

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

By: \_\_\_\_\_

Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Sworn to and subscribed before me on this 9<sup>th</sup> day of September 2008

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

NORA M. FERRER, Notary Public  
City of Philadelphia, Phila. County

My Commission Expires November 22, 2009



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

File Number: 181592  
Attorney Firm: Phelan, Hallinan & Schmieg, LLP  
Subject: Norman M. Lowder & Melissa Lowder

Property Address: 388 Clearfield Street, Wallaceton, PA 16876  
Possible Mailing Address: (Norman M. Lowder) P.O. Box 69, Wallaceton, PA 16876  
(Norman M. Lowder) P.O. Box 43, Wallaceton, PA 16876  
(Melissa Lowder) P.O. Box 334, Wallaceton, PA 16876

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

**I. CREDIT INFORMATION**

**A. SOCIAL SECURITY NUMBER**

Our search verified the following information to be true and correct

Norman M. Lowder - xxx-xx-2426

Melissa Lowder - xxx-xx-5706

**B. EMPLOYMENT SEARCH**

Norman M. Lowder & Melissa Lowder - A review of the credit reporting agencies provided no employment information.

**C. INQUIRY OF CREDITORS**

Our inquiry of creditors indicated that Norman M. Lowder & Melissa Lowder reside(s) at: P.O. Box 43, Wallaceton, PA 16876.

**II. INQUIRY OF TELEPHONE COMPANY**

**A. DIRECTORY ASSISTANCE SEARCH**

Our office contacted directory assistance, which indicated that Norman M. Lowder reside(s) at: P.O. Box 69, Wallaceton, PA 16876, however had no listing for Melissa Lowder. On 06-23-08 our office made a telephone call to the subject's phone number (814) 342-1471 and received the following information: wrong number.

**B. On 06-23-08 our office made a telephone call to the phone number (814) 762-8574 and received the following information: disconnected.**

**III. INQUIRY OF NEIGHBORS**

On 06-23-08 our office made a phone call in an attempt to contact Clinton J. Hendrick (814) 342-0865, 402 Clearfield Street, Wallaceton, PA 16876: spoke with an unidentified male who could not confirm that the subjects reside(s) at 388 Clearfield Street, Wallaceton, PA 16876.

On 06-23-08 our office made several phone calls in an attempt to contact Chester M. Weyand (814) 342-1406, 402 Clearfield Street, Wallaceton, PA 16876: no answer.

On 06-23-08 our office made a phone call in an attempt to contact Harold Grocer Hummel (814) 342-9928, 463 Clearfield Street, Wallaceton, PA 16876: spoke with an unidentified male who could not confirm that the subjects reside(s) at 388 Clearfield Street, Wallaceton, PA 16876.

IV. ADDRESS INQUIRY

A. NATIONAL ADDRESS UPDATE

On 06-23-08 we reviewed the National Address database and found the following information: Norman M. Lowder - P.O. Box 43, Wallaceton, PA 16876 & Melissa Lowder - P.O. Box 334, Wallaceton, PA 16876.

B. ADDITIONAL ACTIVE MAILING ADDRESSES

Per our inquiry of creditors, the following is a possible mailing address: (Norman M. Lowder) P.O. Box 69, Wallaceton, PA 16876 & P.O. Box 43, Wallaceton, PA 16876 and (Melissa Lowder) P.O. Box 334, Wallaceton, PA 16876.

V. DRIVERS LICENSE INFORMATION

A. MOTOR VEHICLE & DMV OFFICE

Per the PA Department of Motor Vehicles, we were unable to obtain address information on Norman M. Lowder & Melissa Lowder.

VI. OTHER INQUIRIES

A. DEATH RECORDS

As of 06-23-08 Vital Records and all public databases have no death record on file for Norman M. Lowder & Melissa Lowder.

B. COUNTY VOTER REGISTRATION

The county voter registration was unable to confirm a registration for Norman M. Lowder & Melissa Lowder residing at: last registered address.

VII. ADDITIONAL INFORMATION OF SUBJECT

A. DATE OF BIRTH

Norman M. Lowder - 07-21-1969

Melissa Lowder - 11-01-1974

B. A.K.A.

Melissa S. Lowder

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

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

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

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

Brendan Booth

AFFIANT - Brendan Booth  
Full Spectrum Legal Services, Inc.

Sworn to and subscribed before me this 23<sup>rd</sup> day of June, 2008.

COMMONWEALTH OF PENNSYLVANIA

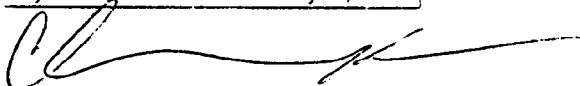
NOTARIAL SEAL

CHARMINE BASS, Notary Public  
City of Philadelphia, Phila. County

My Commission Expires February 17, 2010

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

IND




**VERIFICATION**

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

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

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

By:  \_\_\_\_\_  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: September 9, 2008

Phelan Hallinan & Schmieg, L.L.P.  
By: Daniel G. Schmieg, Esquire No. 622C5  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

Attorney for Plaintiff

Citimortgage, Inc., s/b/m to ABN  
Amro Mortgage Group, Inc.

: COURT OF COMMON PLEAS

:  
:

CIVIL DIVISION

vs.

Norman M. Lowder  
Melissa Lowder

:

CLEARFIELD COUNTY

:

NO. 2008-1493-CD

**CERTIFICATION OF SERVICE**

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

Norman M. Lowder and Melissa Lowder  
388 Clearfield Street, Wallaceton, PA 16876

P.O. Box 43, Wallaceton, PA 16876

P.O. Box 59, Wallaceton, PA 16876;

P.O. Box 334, Wallaceton, PA 16876

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

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

By: 

Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

Date: September 9, 2008

FILED pd \$7.00 Atty  
m/10:51 am 2 reinstated Complaints  
SEP 29 2008 to SHF  
William A. Shaw CC + 1 reinstated  
Prothonotary/Clerk of Courts Complaint to Atty.

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

CITIMORTGAGE, INC., s/b/m to ABN AMRO MORTGAGE\*  
GROUP, INC.,

Plaintiff

vs.

NORMAN M. LOWDER  
MELISSA LOWDER,

Defendants

NO. 08-1493-CD

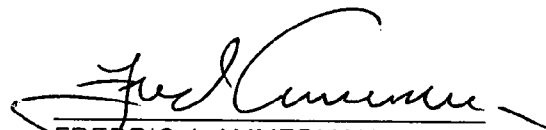
ORDER

NOW, this 15th day of September, 2008, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendants **NORMAN M. LOWDER and MELISSA LOWDER** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 388 Clearfield Street, Wallaceton, PA. 16876 and other known addresses of PO Box 43, Wallaceton, PA 16876, PO Box 69, Wallaceton, PA 16876 and PO Box 334, Wallaceton, PA 16876;
3. By certified mail, return receipt requested, to 388 Clearfield Street, Wallaceton, PA 16876 and other known addresses of PO Box 43, Wallaceton, PA 16876, PO Box 69, Wallaceton, PA 16876 and PO Box 334, Wallaceton, PA 16876; and
4. By posting the mortgaged premises known in this herein action as 388 Clearfield Street, Wallaceton, PA 16876.

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

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED

SEP 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG LLP  
By: Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel C. Schmieg, Esq., Id. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC., S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.  
Plaintiff

: COURT OF COMMON PLEAS

vs.

: CIVIL DIVISION

NORMAN M. LOWDER  
MELISSA LOWDER

: CLEARFIELD COUNTY

Defendant(s)

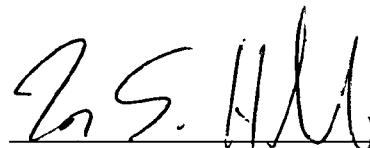
: NO. 2008-1493-CD

**FILED**  
SEP 29 2008  
10:40 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
I sent to @  
Ann

**AFFIDAVIT OF SERVICE OF COMPLAINT  
BY MAIL PURSUANT TO COURT ORDER**

I hereby certify that a true and correct copy of the Civil Action Complaint in Mortgage Foreclosure in the above captioned matter was sent by regular and certified mail, return receipt requested, to the following persons **NORMAN M. LOWDER** and **MELISSA LOWDER** at **388 CLEARFIELD STREET, WALLACETON, PA 16876; P.O. BOX 43, WALLACETON, PA 16876; P.O. BOX 69, WALLACETON, PA 16876; and P.O. BOX 334, WALLACETON, PA 16876** on **SEPTEMBER 25, 2008**, in accordance with the Order of Court dated **SEPTEMBER 15, 2008**. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Date: September 25, 2008

  
FRANCIS S. HALLINAN, ESQUIRE  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1493-CD

CITIMORTGAGE, INC. s/b/m

vs

SERVICE # 1 OF 2

NORMAN M. LOWDER & MELISSA LOWDER

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 10/11/2008

HEARING:

PAGE: 104717

DEFENDANT: NORMAN M. LOWDER  
ADDRESS: 388 CLEARFIELD ST.  
WALLACETON, PA 16878

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW, 10/11/08 AT 11:35 AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON NORMAN M. LOWDER, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

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

ADDRESS SERVED \_\_\_\_\_

NOW 10/10/08 AT 11:35 (AM) PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR NORMAN M. LOWDER

AT (ADDRESS) 388 Clearfield St Wallace ton Pa

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

I MAKE RETURN OF **NOT FOUND** AS TO NORMAN M. LOWDER

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter  
Deputy Signature  
S. Hunter

Print Deputy Name

5  
**FILED**  
01211/08  
OCT 10 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1493-CD

CITIMORTGAGE, INC. s/b/m

vs

SERVICE # 2 OF 2

NORMAN M. LOWDER & MELISSA LOWDER

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 10/11/2008

HEARING:

PAGE: 104717

DEFENDANT: MELISSA LOWDER  
ADDRESS: 388 CLEARFIELD ST.  
WALLACETON, PA 16878

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW, \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON MELISSA LOWDER, DEFENDANT

BY HANDING TO \_\_\_\_\_ / \_\_\_\_\_

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

ADDRESS SERVED \_\_\_\_\_

NOW 10/10/08 AT 11:39 PM **POSTED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR MELISSA LOWDER

AT (ADDRESS) 388 Clearfield St. Wallacetown, Pa

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

I MAKE RETURN OF **NOT FOUND** AS TO MELISSA LOWDER

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter  
Deputy Signature

S. Hunter  
Print Deputy Name

**FILED**  
OCT 10 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Phelan Hallinan & Schmieg, LLP  
By: Lawrence T. Phelan, Esq., Id. No. 32227  
Francis S. Hallinan, Esq., Id. No. 62695  
Daniel G. Schmieg, Esq., Id. No. 62205  
One Penn Center Plaza, Suite 1400  
Philadelphia, PA 19103  
(215) 562-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.

: Court Of Common Pleas

: Civil Division

vs.

: CLEARFIELD County

NORMAN M. LOWDER  
MELISSA LOWDER

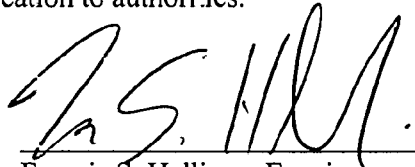
: No. 2008-1493-CD

AFFIDAVIT OF SERVICE BY  
PUBLICATION IN ACCORDANCE WITH COURT ORDER

I hereby certify that service of the Civil Action Complaint in Mortgage Foreclosure was made in accordance with the Court Order dated SEPTEMBER 15, 2008 as indicated below:

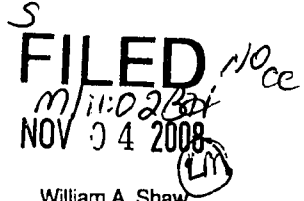
By publication as provided by Pa. R.C.P. Rule 430(b)(1)  
in THE PROGRESS on SEPTEMBER 30, 2008 and CLEARFIELD COUNTY LEGAL  
JOURNAL on OCTOBER 3, 2008. Proofs of the said publications are attached hereto.

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

  
Francis S. Hallinan, Esquire

Date: November 3, 2008

Jason Seidman  
Service Dept.  
PHS#

  
William A. Shaw  
Prothonotary/Clerk of Courts

**NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE  
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

CITIMORTGAGE, INC., S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC. Vs.  
NORMAN M. LOWDER, MELISSA  
LOWDER.

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY  
NO. 2008-1493-CD

**NOTICE**

TO NORMAN M. LOWDER and  
MELISSA LOWDER:

You are hereby notified that on  
AUGUST 12, 2008, Plaintiff,  
CITIMORTGAGE, INC., S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC., filed a  
Mortgage Foreclosure Complaint endorsed  
with a Notice to Defend, against you in the  
Court of Common Pleas of CLEARFIELD  
County Pennsylvania, docketed to No. 2008-  
1493-CD. Wherein Plaintiff seeks to  
foreclose on the mortgage secured on your  
property located at 388 CLEARFIELD  
STREET, WALLACETON, PA 16876  
whereupon your property would be sold by  
the Sheriff of CLEARFIELD County.

You are hereby notified to plead to the  
above referenced Complaint on or before 20  
days from the date of this publication or a  
Judgment will be entered against you.

**NOTICE**

If you wish to defend, you must enter a  
written appearance personally or by attorney  
and file your defenses or objections in  
writing with the court. You are warned that  
if you fail to do so the case may proceed  
without you and a judgment may be entered  
against you without further notice for the  
relief requested by the plaintiff. You may  
lose money or property or other rights  
important to you.

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

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

CLEARFIELD COUNTY, DAVID S.  
MEHOLICK, COURT ADMINISTRATOR,  
CLEARFIELD COUNTY COURTHOUSE,

CLEARFIELD, PA 16830, (814) 765-2641 x 5982.

PENNSYLVANIA LAWYER REFERRAL SERVICE, PENNSYLVANIA BAR ASSOCIATION, 100 SOUTH STREET, P.O. BOX 186, HARRISBURG, PA 17108, 800-692-7375.

Full Spectrum Services, 400 Fellowship Road, Suite 220, Mount Laurel, NJ 08054.

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION-LAW  
NO. 2008-1438-CD  
NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE**

HSBC MORTGAGE SERVICES INC.,  
PLAINTIFF vs. ESTHER L. LINES,  
DEFENDANT TO: ESTHER L. LINES,  
DEFENDANT, whose last known address is  
3744 Old Erie Pike, West Decatur, PA  
16878.

**COMPLAINT IN  
MORTGAGE FORECLOSURE**

You are hereby notified that Plaintiff, HSBC MORTGAGE SERVICES INC., has filed a Mortgage Foreclosure Complaint endorsed with a Notice to Defend, against you in the Court of Common Pleas of Clearfield County, Pennsylvania, docketed to NO. 2008-1438-CD, wherein Plaintiff seeks to foreclose on the mortgage secured on your property located, 3744 Old Erie Pike, West Decatur, PA 16878, whereupon your property would be sold by the Sheriff of Clearfield County.

**NOTICE**

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

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

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

COUNTY OF CLEARFIELD :

On this 3rd day of October AD 2008, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of October 3, 2008, Vol. 20, No. 40. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire  
Editor

Sworn and subscribed to before me the day and year aforesaid.



Notary Public  
My Commission Expires

<p><b>NOTARIAL SEAL</b> <b>SHARON J. PUSEY, Notary Public</b> <b>Houtzdale, Clearfield County, PA</b> <b>My Commission Expires, April 7, 2011</b></p>
---

Full Spectrum Services  
400 Fellowship Rd Suite 220  
Mount Laurel NJ 08054

NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE  
IN THE COURT  
OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION-LAW  
COURT OF  
COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY  
NO. 2008-1493-CD

CITIMORTGAGE, INC.,  
S/B/M TO ABN  
AMRO MORTGAGE  
GROUP, INC.

Vs.  
NORMAN M. LOWDER  
MELISSA LOWDER

NOTICE  
TO NORMAN M. LOWDER  
and MELISSA LOWDER:

You are hereby notified that on  
AUGUST 12, 2008, Plaintiff, CITI-  
MORTGAGE, INC., S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.,  
filed a Mortgage Foreclosure Com-  
plaint endorsed with a Notice to De-  
fend, against you in the Court of  
Common Pleas of CLEARFIELD  
County Pennsylvania, docketed to  
No. 2008-1493-CD. Wherein  
Plaintiff seeks to foreclosure on the  
mortgage secured on your prop-  
erty located at 388 CLEARFIELD  
STREET, WALLACETON, PA  
16876 whereupon your property  
would be sold by the Sheriff of  
CLEARFIELD County.

You are hereby notified to plead to  
the above referenced Complaint on  
or before 20 days from the date of  
this publication or a judgment will  
be entered against you.

NOTICE

If you wish to defend, you must  
enter a written appearance person-  
ally or by attorney and file your de-  
fenses or objections in writing with  
the court. You are warned that if  
you fail to do so the case may pro-  
ceed without and a judgment may  
be entered against you without fur-  
ther notice for the relief requested  
by the Plaintiff. You may lose  
money or property or other rights  
important to you.

YOU SHOULD TAKE THIS NO-  
TICE TO YOUR LAWYER AT  
ONCE. IF YOU DO NOT HAVE A  
LAWYER, GO TO OR TELEPHONE  
THE OFFICE SET FORTH BELOW.  
THIS OFFICE CAN PROVIDE YOU  
WITH INFORMATION ABOUT HIR-  
ING 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 LE-  
GAL SERVICES TO ELIGIBLE  
PERSONS AT A REDUCED FEE  
OR NO FEE.

CLEARFIELD COUNTY  
DAVID S. MEHOLICK,  
COURT ADMINISTRATOR  
CLEARFIELD COUNTY  
COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641, Ext. 5982

PENNSYLVANIA LAWYER  
REFERRAL SERVICE  
PENNSYLVANIA  
BAR ASSOCIATION  
100 SOUTH STREET  
P.O. BOX 186  
HARRISBURG, PA 17108  
800-692-7375

9:30-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

On this 13th day of October, A.D. 20 08,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of September 30, 2008.  
And that the affiant is not interested in the subject matter of the notice or  
advertising, and that all of the allegations of this statement as to the time,  
place, and character of publication are true.

*Margaret E. Krebs*

Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Robison*  
Notary Public Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2011

Member, Pennsylvania Association of Notaries

FILED

NOV 04 2008

William A. Shaw  
Prothonotary/Clerk of Courts

#### Employment

**PART-TIME Driver** needed in Coalport/Clearfield area. Starting wage, \$8.78/ hour. Holiday and vacation pay. Reimbursable CDL license cost. Paid training when learning routes. Sick and vacation time accumulation. Insurance benefits. Pension plan. CDL preferred, but will train. If you love to drive, enjoy dealing with people and working on your own, ATA would enjoy talking to you. For an application or more information call 1-877-777-7304. The Area Transportation Authority is actively seeking minority and/or female applicants. The Area Transporta-

Phelan Hallinan & Schmieg, LLP  
By: Daniel G. Schmieg, Esquire  
Identification No. 62205  
One Penn Center Plaza  
1617 JFK Boulevard, Ste. 1400  
Philadelphia, PA 19103  
(215) 320-0007

Attorney for Plaintiff

**CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.**

: **CLEARFIELD COUNTY**  
:  
: **COURT OF COMMON PLEAS**  
:  
: **CIVIL DIVISION**  
:  
: **NO. 2008-1493-CD**  
:  
:

vs.

**NORMAN M. LOWDER**  
**388 CLEARFIELD STREET'**  
**WALLACETON, PA 16876**

**MELISSA LOWDER**  
**388 CLEARFIELD STREET**  
**WALLACETON, PA 16876**

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against **NORMAN M. LOWDER** and **MELISSA LOWDER**, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$66,200.64
Interest - 08/12/2008 TO 11/18/2008	<u>\$1,058.40</u>
TOTAL	<u>\$67,259.04</u>

I hereby certify that (1) the addresses of the Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

*Daniel G. Schmieg*

Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 11/18/08

*William A. Shaw*

PHS# 181592

PRO PROTHY

**FILED**  
NOV 18 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y

PHELAN HALLINAN & SCHMIEG, LLP  
By: LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

NO. 2008-1493-CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER  
MELISSA LOWDER

Defendant(s)

TO: NORMAN M. LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

DATE OF NOTICE: November 4, 2008

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Office of the Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 15853  
(814) 765-2641 x5988

Daniel J. Nelson  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

  
JASON SEIDMAN  
Legal Assistant

PHELAN HALLINAN & SCHMIEG, LLP  
By: LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

NO. 2008-1493-CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER  
MELISSA LOWDER

Defendant(s)

TO: NORMAN M. LOWDER  
P.O. BOX 69  
WALLACETON, PA 16876

FILED

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\_\_\_\_\_  
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ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

NO. 2008-1493-CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER  
MELISSA LOWDER

Defendant(s)

TO: MELISSA LOWDER  
P.O. BOX 334  
WALLACETON, PA 16876

DATE OF NOTICE: November 4, 2008

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JASON SEIDMAN  
Legal Assistant

PHILAN HALLINAN & SCHMIEG, LLP  
By: LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
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DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
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PHILADELPHIA, PA 19103  
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ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

NO. 2008-1493-CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER  
MELISSA LOWDER

Defendant(s)

TO NORMAN M. LOWDER  
P.O. BOX 334  
WALLACETON, PA 16876

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ONE PENN CENTER PLAZA, SUITE 1400

PHILADELPHIA, PA 19103

(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN

AMRO MORTGAGE GROUP, INC.

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

NO. 2008-1493-CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER

MELISSA LOWDER

Defendant(s)

TO: MELISSA LOWDER

PO BOX 43

WALLACETON, PA 16876

**DATE OF NOTICE: November 4, 2008**

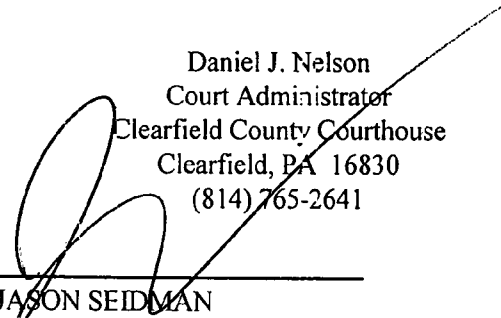
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\_\_\_\_\_  
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ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN

AMRO MORTGAGE GROUP, INC.

COURT OF COMMON PLEAS

CIVIL DIVISION

Plaintiff

NO. 2008-1493-CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER

MELISSA LOWDER

Defendant(s)

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CNE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

NO. 2008-1493-CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER  
MELISSA LOWDER

Defendant(s)

TO: MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

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ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.

COURT OF COMMON PLEAS  
CIVIL DIVISION

Plaintiff

NO. 2008-1493-CD

v.

CLEARFIELD COUNTY

NORMAN M. LOWDER  
MELISSA LOWDER

Defendant(s)

TO: NORMAN M. LOWDER  
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FILED

**DATE OF NOTICE: November 4, 2008**

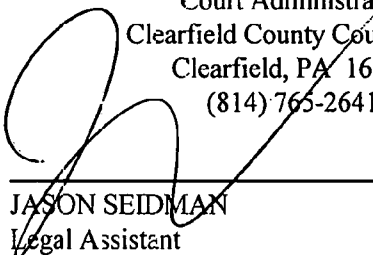
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JASON SEIDMAN  
Legal Assistant

Phelan Hallinan & Schmieg, LLP  
By: Daniel G. Schmieg, Esquire  
Identification No. 62205  
One Penn Center Plaza  
1617 JFK Boulevard, Ste. 1400  
Philadelphia, PA 19103  
(215) 320-0007

Attorney for Plaintiff

<b>CITIMORTGAGE, INC. S/B/M TO ABN</b>	<b>:</b>	<b>CLEARFIELD COUNTY</b>
<b>AMRO MORTGAGE GROUP, INC.</b>	<b>:</b>	
	<b>:</b>	<b>COURT OF COMMON PLEAS</b>
	<b>:</b>	
<b>vs.</b>	<b>:</b>	<b>CIVIL DIVISION</b>
	<b>:</b>	
<b>NORMAN M. LOWDER</b>	<b>:</b>	<b>NO. 2008-1493-CD</b>
	<b>:</b>	
<b>MELISSA LOWDER</b>	<b>:</b>	

**VERIFICATION OF NON-MILITARY SERVICE**

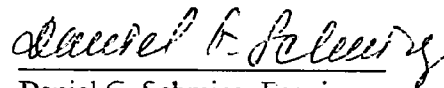
Daniel G. Schmieg, Esquire, hereby verifies that he is attorney for the Plaintiff in the above-captioned matter, and that on information and belief, he has knowledge of the following facts, to wit:

(a) that the defendant(s) is/are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, as amended.

(b) that defendant **NORMAN M. LOWDER** is over 18 years of age and resides at **388 CLEARFIELD STREET, WALLACETON, PA 16876.**

(c) that defendant **MELISSA LOWDER** is over 18 years of age, and resides at **388 CLEARFIELD STREET, WALLACETON, PA 16876.**

This statement is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.

vs.

NORMAN M. LOWDER  
383 CLEARFIELD STREET  
WALLACETON, PA 16876

MELISSA LOWDER  
383 CLEARFIELD STREET  
WALLACETON, PA 16876

: CLEARFIELD COUNTY  
:  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2008-1493-CD  
:  
:

Notice is given that a Judgment in the above captioned matter has been entered  
against you on November 18, 2008.

By: William H. Schmiege DEPUTY

If you have any questions concerning this matter please contact:

Daniel G. Schmiege  
Daniel G. Schmiege, Esquire  
Attorney or Party Filing  
1617 JFK Boulevard, Ste. 1400  
Philadelphia, PA 19103  
(215) 563-7000

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ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.\*\***

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

Citimortgage, Inc.  
ABN Amro Mortgage Group, Inc.  
Plaintiff(s)

No.: 2008-01493-CD

Real Debt: \$67,259.04

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Norman M. Lowder  
Melissa Lowder  
Defendant(s)

Entry: \$20.00

Instrument: In Rem Judgment

Date of Entry: November 18, 2008

Expires: November 18, 2013

Certified from the record this 18th 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

**PRAECIPE FOR WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)**  
**Pa.R.C.P. 3180-3183**

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP,  
INC.

vs.

NORMAN M. LOWDER

MELISSA LOWDER

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 2008-1493-CD

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To the PROTHONOTARY:

Issue writ of execution in the above matter:

Amount Due	\$67,259.04
Interest from 11/18/08 to Sale	\$ _____
Per diem \$11.06	
Add'l Costs	\$3,157.62
Writ Total	\$ _____
Prothonotary costs	149.00

*Daniel G. Schmieg*  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Note: Please attach description of Property.

181592

**FILED**

DEC 17 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Any fd. 20.00  
1 cc to 6 writs  
w/prop. desc.  
to Sheriff  
(61)

No. 2008-1493-CD.....

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

**FILED**

**DEC 17 2008**

CITIMORTGAGE, INC. S/B/M TO ABN AMRO  
MORTGAGE-CROUP, INC.

William A. Shaw  
Prothonotary/Clerk of Courts

vs.

NORMAN M. LOWDER  
MELISSA LOWDER

---

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

Filed:

*Daniel G. Schmieg*  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Address: NORMAN M. LOWDER      MELISSA LOWDER  
388 CLEARFIELD STREET      388 CLEARFIELD STREET  
WALLACETON, PA 16876      WALLACETON, PA 16876

PHELAN HALLINAN & SCHMIEG  
By: DANIEL G. SCHMIEG  
Identification No. 62205  
Suite 1400  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE CROUP, INC.  
5280 CORPORATE DRIVE MS 1011  
FREDERICK, MD 21703

Plaintiff,

v.

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

Defendant(s).


:  
:  
: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2008-1493-CD  
:  
:  
:  
:  
:

CERTIFICATION

DANIEL G. SCHMIEG, ESQUIRE, hereby states that he is the attorney for the Plaintiff in the above captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- ( ) an FHA Mortgage  
( ) non-owner occupied  
( ) vacant  
(X) Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE CROUP, INC.  
5280 CORPORATE DRIVE MS 1011  
FREDERICK, MD 21703

Plaintiff,

v.

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

Defendant(s).

:  
:  
: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2008-1493-CD  
:  
:  
:  
:  
:

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CITIMORTGAGE, INC. S/B/M TO ABN AMRO MORTGAGE CROUP, INC.,** Plaintiff in the above action, by its attorney, **DANIEL G. SCHMIEG, ESQUIRE**, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at **388 CLEARFIELD STREET, WALLACETON, PA 16876**.

1. Name and address of Owner(s) or reputed Owner(s):

NAME

LAST KNOWN ADDRESS (If address cannot  
be reasonably ascertained, please so indicate.)

NORMAN M. LOWDER

388 CLEARFIELD STREET  
WALLACETON, PA 16876

MELISSA LOWDER

388 CLEARFIELD STREET  
WALLACETON, PA 16876

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

NAME


LAST KNOWN ADDRESS (If address cannot  
be reasonably ascertained, please so indicate.)

Same as Above

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

DECEMBER 12, 2008

Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

[illegible]

**NO. 2008-1493-CD**

**V.**

**Defendant(s).**

None


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

NAME	LAST KNOWN ADDRESS (If address cannot be reasonably ascertained, please so indicate.)
TENANT/OCCUPANT	388 CLEARFIELD STREET WALLACETON, PA 16876
DOMESTIC RELATIONS CLEARFIELD COUNTY	CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830
COMMONWEALTH OF PENNSYLVANIA	DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105
Commonwealth of Pennsylvania Bureau of Individual Tax Inheritance Tax Division	6 <sup>th</sup> Floor, Strawberry Sq., Dept 28061 Harrisburg, PA 17128
Internal Revenue Service Federated Investors Tower	13 <sup>TH</sup> Floor, Suite 1300 100 <sup>1</sup> Liberty Avenue Pittsburgh, PA 15222
Department of Public Welfare TPL Casualty Unit Estate Recovery Program	P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105

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

DECEMBER 12, 2008

Date

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

**WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)**  
**Pa.R.C.P. 3180-3183 and Rule 3257**

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP,  
INC.

vs.

NORMAN M. LOWDER

MELISSA LOWDER

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ....

No. 2008-1493-CD

No. ....

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 388 CLEARFIELD STREET, WALLACETON, PA 16876  
(See Legal Description attached)

Amount Due

\$67,259.04

Interest from 11/18/08 to Sale

Per diem \$11.06

\$ .....

Add'l Costs

\$3,157.62

Writ Total

Prothonotary costs \$ 149.00

  
.....  
OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 12/17/08  
.....  
(SEAL)

No. 2008-1493-CD.....

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CITIMORTGAGE, INC. S/B/M TO ABN AMRO  
MORTGAGE GROUP, INC.

vs.

NORMAN M. LOWDER  
MELISSA LOWDER

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

Costs

Real Debt                      \$67,259.04

Int. from 11/18/08  
To Date of Sale (\$11.06 per diem)

Costs

Prothy Pd.                      149.00

Sheriff

*Daniel G. Schmieg*  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Address: NORMAN M. LOWDER                      MELISSA LOWDER  
                 388 CLEARFIELD STREET                      388 CLEARFIELD STREET  
                 WALLACETON, PA 16876                      WALLACETON, PA 16876

**LEGAL DESCRIPTION**

**All that certain lot of land situated in the Borough of Wallaceton, County of Clearfield, Pennsylvania, bounded and described as follows:**

**On the East by an alley; on the West by Clearfield Street; on the North by Lot No. Forty-eight (48) and on the South by an alley, and known as Lot No. Forty-seven (47) in the plan of Wallaceton Borough.**

**BEING identified in the Clearfield County Mapping and Assessment Office as Parcel No. 010-373-00020.**

**BEING also known as 388 Clearfield Street, Wallaceton, PA 16876.**

**UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions and restrictions of record.**

**BEING the same property which David B. Coble, unmarried man, by his Deed dated September 30, 1992, and recorded in the office of the Recorder of Deeds of Clearfield County in Record Book 1488, Page 18, on October 2, 1992, granted and conveyed unto Gary L. Hendershot and Mary B. Hendershot, husband and wife, the Grantors herein.**

**PARCEL IDENTIFICATION NO: 010-373-00020, Control #: 019007281**

**TITLE TO SAID PREMISES IS VESTED IN Norman M. Lowder and Melissa Lowder, h/w, by Deed from Gary L. Hendershot and Mary B. Hendershot, h/w, dated 02/19/2003, recorded 02/20/2003 in Instrument Number 200302530.**

**Fremises being: 388 CLEARFIELD STREET  
WALLACETON, PA 16876**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

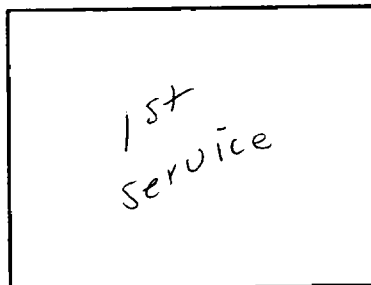
DOCKET # 104529  
NO: 08-1493-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CITIMORTGAGE, INC. S/B/M  
vs.  
DEFENDANT: NORMAN M. LOWDER and MELISSA LOWDER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	721966	20.00
SHERIFF HAWKINS	PHELAN	721966	30.70



5  
**FILED**  
019.5081  
JAN 07 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104717  
NO: 08-1493-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE &

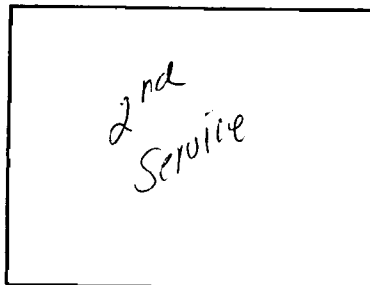
ORDER

PLAINTIFF: CITIMORTGAGE, INC. s/b/m  
vs.  
DEFENDANT: NORMAN M. LOWDER & MELISSA LOWDER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PHELAN	735055	20.00
SHERIFF HAWKINS	PHELAN	735055	26.70



5  
**FILED**  
019:503N  
JAN 07 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

Chester A. Hawkins  
Sheriff

FILED <sup>no cc</sup>  
M. J. Alabi  
JAN 29 2009  
§ William A. Shaw  
Prothonotary/Clerk of Courts (610)

FHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire

Atty. I.D. No. 69849

One Penn Center, Suite 1400

1617 John F. Kennedy Boulevard

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN AMRO :

MORTGAGE GROUP, INC. :

Plaintiff :

Court of Common Pleas

Civil Division

v. :

CLEARFIELD County

NORMAN M. LOWDER :

MELISSA LOWDER :

No. 2008-1493-CD

Defendants

**PLAINTIFF'S MOTION TO REASSESS DAMAGES**

Plaintiff, by its Attorney, Michele M. Bradford, Esquire, moves the Court to direct the Prothonotary to amend the judgment in this matter, and in support thereof avers the following:

1. Plaintiff commenced this foreclosure action by filing a Complaint on August 12, 2008, a true and correct copy of which is attached hereto, made part hereof, and marked as Exhibit "A".

2. Judgment was entered on November 18, 2008 in the amount of \$67,259.04. A true and correct copy of the praecipe for judgment is attached hereto, made part hereof, and marked as Exhibit "B".

3. Pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1), a default judgment containing a dollar amount must be entered for the amount claimed in the complaint and any item which can be calculated from the complaint, i.e. bringing the interest current. However, new items cannot be added at the time of entry of the judgment.

4. The Property is listed for Sheriff's Sale on March 6, 2009.

5. Additional sums have been incurred or expended on Defendants' behalf since the Complaint was filed and Defendants have been given credit for any payments that have been made since the judgment. The amount of damages should now read as follows:

Principal Balance	\$61,852.78
Interest Through March 6, 2009	\$4,325.69
Per Diem \$10.80	
Late Charges	\$248.88
Legal fees	\$1,325.00
Cost of Suit and Title	\$1,207.62
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$249.72
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$172.92
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00
Suspense/Misc. Credits	(\$0.00)
Escrow Deficit	\$2,284.26
<b>TOTAL</b>	<b>\$71,666.87</b>


6. The judgment formerly entered is insufficient to satisfy the amounts due on the Mortgage.

7. Under the terms of the Mortgage and Pennsylvania law, Plaintiff is entitled to inclusion of the figures set forth above in the amount of judgment against the Defendants.

8 Plaintiff's foreclosure judgment is in rem only and does not include personal liability, as addressed in Plaintiff's attached brief.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court amend the judgment as requested.

DATE: 1/27/09

By:   
Phelan Hallinan & Schmieg, LLP  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

# **Exhibit “A”**

FILED  
11:49 a.m.  
AUG 12 2008

William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP  
LAWRENCE T. PHELAN, ESQ., Id. No. 32227  
FRANCIS S. HALLINAN, ESQ., Id. No. 62695  
DANIEL G. SCHMIEG, ESQ., Id. No. 62205  
MICHELE M. BRADFORD, ESQ., Id. No. 69849  
JUDITH T. ROMANO, ESQ., Id. No. 58745  
SHEETAL SHAH-JANI, ESQ., Id. No. 81760  
JENINE R. DAVEY, ESQ., Id. No. 87077  
LAUREN R. TABAS, ESQ., Id. No. 93337  
VIVEK SRIVASTAVA, ESQ., Id. No. 202331  
JAY B. JONES, ESQ., Id. No. 86657  
PETER MULCAHY, ESQ., Id. No. 61791  
ANDREW SPIVACK, ESQ., Id. No. 84439  
JAIME MCGUINNESS, ESQ., Id. No. 90134  
ONE PENN CENTER PLAZA, SUITE 1400  
PHILADELPHIA, PA 19103  
(215) 563-7000 181592

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

COURT OF COMMON PLEAS

CIVIL DIVISION

TERM

Plaintiff

NO. 2008-1493-CD

CLEARFIELD COUNTY

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

Defendants  
ATTORNEY FILE COPY  
PLEASE RETURN

CIVIL ACTION - LAW  
COMPLAINT IN MORTGAGE FORECLOSURE  
We hereby certify the  
within to be a true and  
copy of the  
original filed of record

## NOTICE

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

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

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

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

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

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

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

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

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

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

1. Plaintiff is

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP, INC.  
5280 CORPORATE DRIVE  
MS1011  
FREDERICK, MD 21703

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

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

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

3. On 02/19/2003 mortgagor(s) made, executed and delivered a mortgage upon the premises hereinafter described to PLAINTIFF which mortgage is recorded in the Office of the Recorder of CLEARFIELD County, in Instrument No. 200302531. A copy of the Mortgage is attached as Exhibit "A".
4. The premises subject to said mortgage is described as attached.
5. The mortgage is in default because monthly payments of principal and interest upon said mortgage due 03/01/2008 and each month thereafter are due and unpaid, and by the terms of said mortgage, upon failure of mortgagor to make such payments after a date specified by written notice sent to Mortgagor, the entire principal balance and all interest due thereon are collectible forthwith.

6. The following amounts are due on the mortgage:

Principal Balance	\$61,852.78
Interest	\$2,084.40
02/01/2008 through 08/11/2008 (Per Diem \$10.80)	
Attorney's Fees	\$1,250.00
Cumulative Late Charges	\$82.96
02/19/2003 to 08/11/2008	
Cost of Suit and Title Search	<u>\$550.00</u>
Subtotal	\$65,820.14
Escrow	
Credit	\$0.00
Deficit	\$380.50
Subtotal	<u>\$380.50</u>
<b>TOTAL</b>	\$66,200.64

7. If the mortgage is reinstated prior to a Sheriff's Sale, the attorney's fee set forth above may be less than the amount demanded based on work actually performed. The attorney's fees requested are in conformity with the mortgage and Pennsylvania law. Plaintiff reserves its right to collect attorney's fees up to 5% of the remaining principal balance in the event the property is sold to a third party purchaser at Sheriff's Sale, or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.
8. Plaintiff is not seeking a judgment of personal liability (or an in personam judgment) against the Defendant(s) in the Action; however, Plaintiff reserves its right to bring a separate Action to establish that right, if such right exists. If Defendant(s) has/have received a discharge of personal liability in a bankruptcy proceeding, this Action of Mortgage Foreclosure is in no way an attempt to reestablish such personal liability discharged in bankruptcy, but only to foreclose the mortgage and sell the mortgaged premises pursuant to Pennsylvania Law.

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

WHEREFORE, PLAINTIFF demands an in rem Judgment against the Defendant(s) in the sum of \$66,200.64, together with interest from 08/11/2008 at the rate of \$10.80 per diem to the date of Judgment, and other costs and charges collectible under the mortgage and for the foreclosure and sale of the mortgaged property.

PHELAN HALLINAN & SCHMIEG, LLP

By: Jaime McGuinness 90139  
LAWRENCE T. PHELAN, ESQUIRE  
FRANCIS S. HALLINAN, ESQUIRE  
DANIEL G. SCHMIEG, ESQUIRE  
MICHELE M. BRADFORD, ESQUIRE  
JUDITH T. ROMANO, ESQUIRE  
SHEETAL R. SHAH-JANI, ESQUIRE  
JENINE R. DAVEY, ESQUIRE  
LAUREN R. TABAS, ESQUIRE  
VIVEK SRIVASTAVA, ESQUIRE  
JAY B. JONES, ESQUIRE  
PETER MULCAHY, ESQUIRE  
ANDREW SPIVACK, ESQUIRE  
JAIME MCGUINNESS, ESQUIRE  
Attorneys for Plaintiff

### **LEGAL DESCRIPTION**

All that certain lot of land situated in the Borough of Wallacetown, County of Clearfield, Pennsylvania, bounded and described as follows:

On the East by an alley; on the West by Clearfield Street; on the North by Lot No. forty-eight (48) and on the South by an alley, and known as Lot No. forty-seven (47) in the plan of Wallacetown Borough.

Parcel No. 010-373-00020.

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions and restrictions of record.

**PROPERTY BEING: 388 CLEARFIELD STREET**

VERIFICATION

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

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

Jaime M. Guinness  
Attorney for Plaintiff 90134

DATE: 8-11-08

## **Exhibit “B”**

Phelan Hallinan & Schmieg, LLP  
By: Daniel G. Schmieg, Esquire  
Identification No. 62205  
One Penn Center Plaza  
1617 JFK Boulevard, Ste.1400  
Philadelphia, PA 19103  
(215) 320-0007

Attorney for Plaintiff

CITIMORTGAGE, INC. S/B/M TO ABN  
AMRO MORTGAGE GROUP, INC.

: CLEARFIELD COUNTY  
:  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2008-1493-CD  
:  
:

vs.

NORMAN M. LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

**FILED**

NOV 18 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

TO THE PROTHONOTARY:

Kindly enter judgment in favor of the Plaintiff and against NORMAN M. LOWDER and MELISSA LOWDER, Defendant(s) for failure to file an Answer to Plaintiff's Complaint within 20 days from service thereof and for foreclosure and sale of the mortgaged premises, and assess Plaintiff's damages as follows:

As set forth in Complaint	\$66,200.64
Interest - 08/12/2008 TO 11/18/2008	<u>\$1,058.40</u>
TOTAL	\$67,259.04

I hereby certify that (1) the addresses of the Defendant(s) are as shown above, and (2) that notice has been given in accordance with Rule 237.1, copy attached.

DAMAGES ARE HEREBY ASSESSED AS INDICATED.

DATE: 11/18/08

PHS# 181592

*Daniel G. Schmieg*  
Daniel G. Schmieg, Esquire  
Attorney for Plaintiff

*William A. Shaw*  
PRO PROTHY

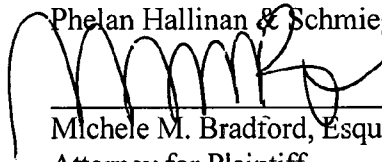
**VERIFICATION**

Michele M. Bradford, Esquire, hereby states that she is the attorney for Plaintiff in this action, that she is authorized to make this verification, and that the statements made in the foregoing Motion to Reassess Damages are true and correct to the best of her knowledge, information and belief. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: \_\_\_\_\_

1/27/09

By: \_\_\_\_\_

Phelan Hallinan & Schmieg, LLP  
  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849

1617 John F. Kennedy Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/B/M TO ABN AMRO

MORTGAGE GROUP, INC.

Plaintiff

Court of Common Pleas

Civil Division

v.

CLEARFIELD County

NORMAN M. LOWDER

MELISSA LOWDER

No. 2008-1493-CD

Defendants

**CERTIFICATION OF SERVICE**

I hereby certify that true and correct copies of Plaintiff's Motion to Reassess Damages, and Brief in Support thereof were sent to the following individuals on the date indicated below.

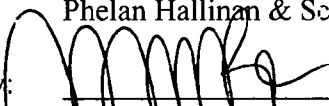
NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

NORMAN M. LOWDER  
MELISSA LOWDER  
PO BOX 43  
WALLACETON, PA 16876

NORMAN M. LOWDER  
MELISSA LOWDER  
P.O. BOX 334  
WALLACETON, PA 16876

NORMAN M. LOWDER  
MELISSA LOWDER  
P.O. BOX 69  
WALLACETON, PA 16876

DATE: 1/22/09

By:   
Michele M. Bradford, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CITIMORTGAGE, INC. S/B/M TO ABN AMRO  
MORTGAGE GROUP, INC.

Plaintiff

v.

NORMAN M. LOWDER  
MELISSA LOWDER

Defendants

Court of Common Pleas

Civil Division

CLEARFIELD County

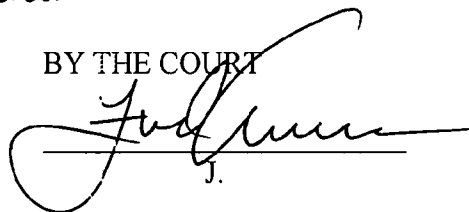
No. 2008-1493-CD

RULE

AND NOW, this 30 day of Jan. 2009, a Rule is entered upon the  
Defendants to show cause why an Order should not be entered granting Plaintiff's Motion to  
Reassess Damages.

Rule Returnable on the 27th day of February 2009, at 2:30 in the Clearfield  
County Courthouse, Clearfield, Pennsylvania. Courtroom #1 pm

BY THE COURT



181592

FILED

JAN 30 2009

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CITIMORTGAGE, INC. S/B/M TO ABN AMRO  
MORTGAGE CROUP, INC.

Plaintiff,

v.

NORMAN M. LOWDER  
MELISSA LOWDER

Defendant(s)

: CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
:  
: CIVIL DIVISION  
:  
: NO. 2008-1493-CD  
:


AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD )

SS:

Plaintiff in the above action sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at: 388 CLEARFIELD STREET, WALLACETON, PA 16876.

As required by Pa. R.C.P. 3129.2(a) Notice of Sale has been given to Lienholders in the manner required by Pa. R.C.P. 3129.2(c) on each of the persons or parties named, at that address set forth on the Affidavit No. 2 (previously filed) and/or Amended Affidavit No. 2 on the date indicated. A copy of the Certificate of Mailing (Form 3817) and/or Certified Mail Return Receipt stamped by the U.S. Postal Service is attached for each notice.

  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Date: February 2, 2009

**IMPORTANT NOTICE:** This property is sold at the direction of the plaintiff. It may not be sold in the absence of a representative of the plaintiff at the Sheriff's Sale. The sale must be postponed or stayed in the event that a representative of the plaintiff is not present at the sale.

181592

<sup>S</sup>  
**FILED** <sup>NGC</sup>  
m12:56  
FEB 03 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

CQS

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

**Name and  
 Address  
 of Sender**

Line	Article Number	Name of Addressee, Street, and Post Office Address	Fee
1		TENANT/OCCUPANT 388 CLEARFIELD STREET WALLACETON, PA 16876	
2		DOMESTIC RELATIONS CLEARFIELD COUNTY CLEARFIELD COUNTY COURTHOUSE 230 EAST MARKET STREET CLEARFIELD, PA 16830	
3		COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF WELFARE PO BOX 2675 HARRISBURG, PA 17105	
4		Commonwealth of Pennsylvania, Bureau of Individual Tax Inheritance Tax Division, 6 <sup>th</sup> Floor Strawberry Sq., Dept 28061 Harrisburg, PA 17128	
5		Internal Revenue Service, Federated Investors Tower 13 <sup>th</sup> Floor, Suite 1300 1001 Liberty Avenue Pittsburgh, PA 15222	
6		Department of Public Welfare, TPL Casualty Unit Estate Recovery Program, P.O. Box 8486 Willow Oak Building Harrisburg, PA 17105	
7			
8			
9			
10			
11	JVS		
12			
Total Number of Pieces Listed by Sender		Re: NORMAN M. LOWDER 181592 TEAM 3	
Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)	

UNITED STATES POSTAGE  
 \$ 02.20  
 JAN 21 2009  
 0004218010  
 MAILED FROM ZIP CODE 19103



The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail Manual R900, S913 and S921 for limitations of coverage.

5 FILED No CC  
mtl:owb  
FEB 11 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849

1617 John F. Kennedy Boulevard, Suite 1400

Philadelphia, PA 19103-1814

(215) 563-7000

CITIMORTGAGE, INC. S/B/M TO ABN AMRO

MORTGAGE GROUP, INC.

Plaintiff

v.

NORMAN M. LOWDER

MELISSA LOWDER

Defendants

ATTORNEY FOR PLAINTIFF

Court of Common Pleas

Civil Division

CLEARFIELD County

No. 2008-1493-CD

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the Court's January 30, 2009 Rule directing the Defendants to show cause as to why Plaintiff's Motion to Reassess Damages should not be granted was served upon the following individuals on the date indicated below.

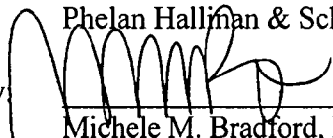
NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

NORMAN M. LOWDER  
MELISSA LOWDER  
PO BOX 43  
WALLACETON, PA 16876

NORMAN M. LOWDER  
MELISSA LOWDER  
P.O. BOX 334  
WALLACETON, PA 16876

NORMAN M. LOWDER  
MELISSA LOWDER  
P.O. BOX 69  
WALLACETON, PA 16876

DATE: 2/16/09

By   
Michele M. Bradford, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CITIMORTGAGE, INC. S/B/M TO ABN AMRO  
MORTGAGE GROUP, INC.

Plaintiff,

v.

NORMAN M. LOWDER  
MELISSA LOWDER,

Defendants.

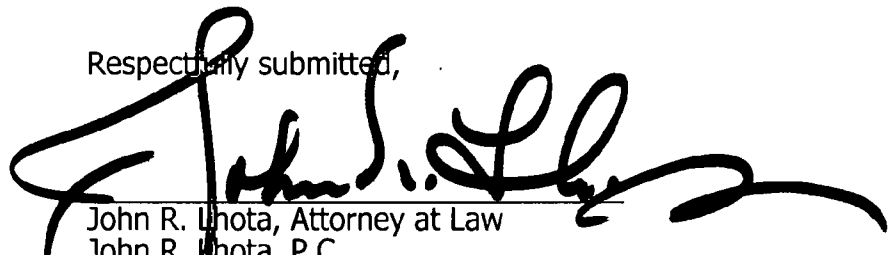
No. 2008-1493-CD

**ENTRY OF APPEARANCE**

TO: William A. Shaw, Prothonotary:

Please enter my appearance on behalf of CITIMORTGAGE, INC. S/B/M ABN AMRO  
MORTGAGE GROUP, INC., plaintiff in the above-captioned matter.

Respectfully submitted,

  
John R. Chota, Attorney at Law  
John R. Chota, P.C.  
110 North Second Street  
Clearfield, PA 16830  
(814) 765-9611  
Pa. I. D. No. 22492

Dated: February 27, 2009

**FILED**

012:40 PM  
FEB 27 2009

William A. Shaw  
Prothonotary/Clerk of Courts

2cc  
Amy Chota  
(610)

8

**FILED**

**FEB 27 2009**

012.50/W  
William A. Shaw  
Prothonotary/Clerk of Courts

1 cent to Amy  
Luo

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

CITIMORTGAGE, INC. S/B/M TO ABN AMRC  
MORTGAGE GROUP, INC.

Plaintiff

v.

NORMAN M. LOWDER  
MELISSA LOWDER

Defendants

: Court of Common Pleas  
:  
:  
: Civil Division  
:  
: CLEARFIELD County  
:  
: No. 2008-1493-CD  
:

**ORDER**

AND NOW, this 27 day of Feb., 2009 the Prothonotary is ORDERED to  
amend the in rem judgment and the Sheriff is ORDERED to amend the writ nunc pro tunc in this  
case as follows:

Principal Balance	\$61,852.78
Interest Through March 6, 2009	\$4,325.69
Per Diem \$10.80	
Late Charges	\$248.88
Legal fees	\$1,325.00
Cost of Suit and Title	\$1,207.62
Sheriff's Sale Costs	\$0.00
Property Inspections/ Property Preservation	\$249.72
Appraisal/Brokers Price Opinion	\$0.00
Mortgage Insurance Premium /	\$172.92
Private Mortgage Insurance	
Non Sufficient Funds Charge	\$0.00

Suspense/Misc. Credits  
Escrow Deficit

(\$0.00)  
\$2,284.26

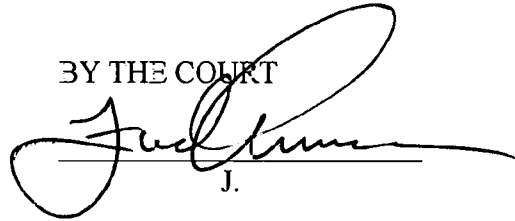
**TOTAL**

\$71,666.87

Plus interest from March 6, 2009 through the date of sale at six percent per annum.

Note: The above figure is not a payoff quote. Sheriff's commission is not included in the above figure.

BY THE COURT



J.

181592

FILED no cc  
m 10:50/01  
MAR 04 2009  
William A. Shaw  
Prothonotary/Clerk of Court

PHELAN HALLINAN & SCHMIEG, LLP

by: Michele M. Bradford, Esquire, Atty. I.D. No. 69849  
1617 John F. Kennedy Boulevard, Suite 1400  
Philadelphia, PA 19103-1814  
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CITIMORTGAGE, INC. S/E/M TO ABN AMRO  
MORTGAGE GROUP, INC

Plaintiff

Court of Common Pleas

Civil Division

v.

CLEARFIELD County

NORMAN M. LOWDER  
MELISSA LOWDER

No. 2008-1493-CD

Defendants

**CERTIFICATION OF SERVICE**

I hereby certify that a true and correct copy of the Court's February 27, 2009 Order was served upon the following individuals on the date indicated below.

NORMAN M. LOWDER  
MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

NORMAN M. LOWDER  
MELISSA LOWDER  
PO BOX 43  
WALLACETON, PA 16876

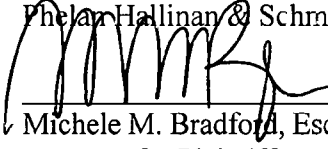
NORMAN M. LOWDER  
MELISSA LOWDER  
P.O. BOX 334  
WALLACETON, PA 16876

NORMAN M. LOWDER  
MELISSA LOWDER  
P.O. BOX 69  
WALLACETON, PA 16876

DATE: 3/3/09

By:

Phelan Hallinan & Schmieg, LLP

  
Michele M. Bradford, Esquire  
Attorney for Plaintiff

**Attorney for Plaintiff**

CITIMORTGAGE, INC S/B/M TO ABN AMRO  
MORTGAGE GROUP, INC.

**CLEARFIELD COUNTY  
COURT OF COMMON PLEAS**

**Plaintiff,**

**CIVIL DIVISION**

**V.**

**NO. 08-1493-CD**

NORMAN M. LOWDER  
MELISSA LOWDER

## Deferdants

**AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF'S SALE  
PURSUANT TO P.R.C.P., 404(2)/403**

I hereby certify that a true and correct copy of the Notice of Sheriff Sale in the above captioned matter was sent by regular mail and certified mail, return receipt requested, to NORMAN M. LOWDER & MELISSA LOWDER on 2/6/2009 at 388 CLEARFIELD STREET, WALLACETON, PA 16876 & PO BOX 43, WALLACETON, PA 16876, P.O. BOX 69, WALLACETON, PA 16876 and P.O. BOX 334, WALLACETON, PA 16876 in accordance with the Order of Court dated 9/15/2008. The property was posted on 2/11/2009. Publication was advertised in the CLEARFIELD DAILY NEWS on 2/20/2009 & in CLEARFIELD LEGAL JOURNAL on 2/13/2009.

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

PHELAN HALLINAN & SCHMIEG, LLP

By:

Daniel G. Schmieg  
DANIEL G. SCHMIEG, ESQ.

Dated: March 5, 2009

**FILED** *no cc*  
MAR 10 3 39 PM  
MAR 06 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CITIMORTGAGE, INC., s/b/m to ABN AMRO MORTGAGE\*  
GROUP, INC., \*

Plaint ff \*

vs. \*

NO. 08-1493-CD \*

NORMAN M. LOWDER \*

MELISSA LOWDER, \*

Defendants \*

ORDER

NOW, this 15th day of September, 2008, the Plaintiff is granted leave to serve the  
Complaint in Mortgage Foreclosure upon the Defendants **NORMAN M. LOWDER and**  
**MELISSA LOWDER** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County  
Legal Journal;
2. By first class mail to 388 Clearfield Street, Wallacetn, PA 16876 and other  
known addresses of PO Box 43, Wallacetn, PA 16876, PO Box 69,  
Wallacetn, PA 16876 and PO Box 334, Wallacetn, PA 16876;
3. By certified mail, return receipt requested, to 388 Clearfield Street,  
Wallacetn, PA 16876 and other known addresses of PO Box 43,  
Wallacetn, PA 16876, PO Box 69, Wallacetn, PA 16876 and PO Box 334,  
Wallacetn, PA 16876; and
4. By posting the mortgaged premises known in this herein action as 388  
Clearfie d Street, Wallacetn, PA 16876.

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

BY THE COURT,

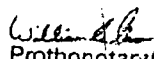
I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

SEP 15 2008

Attest.

  
Prothonotary/  
Clerk of Courts

IN MORTGAGE FORECLOSURE  
IN THE COURT  
OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
NO. 2008-1493-CD  
CRIMMORGAGE, INC.  
is herein.

PARCEL IDENTIFICATION  
NO.: 010-373-00020;  
Control #: 019007281.

TITLE TO SAID PREMISES IS  
VESTED IN Norman M. Lowder and  
Gary L. Hendershot, h/w, by Deed from  
Melissa Lowder, h/w, dated  
02/19/2003, h/w, dated  
02/20/2003 in Instrument Number  
200302530.

Premises being:  
388 CLEARFIELD STREET  
WALLACETON, PA 16870  
Daniel Schmieg, Esquire  
One Penn Center  
at Suburban Station

1617 John F. Kennedy  
Boulevard  
Suite 1400  
Philadelphia, PA 19103  
(215) 563-7000  
Attorney for Plaintiff

2:11-Td-b



Super Special  
any small, me  
temporary co  
you mention

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

SS:

On this 20th day of February, A.D. 20 09,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of February 11, 2009

And that the affiant is not interested in the subject matter of the notice or  
advertising, and that all of the allegations of this statement as to the time,  
place, and character of publication are true.

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robinson  
Notary Public  
Clearfield, Pa.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Cheryl J. Robinson, Notary Public

Clearfield Boro, Clearfield County

My Commission Expires Oct. 31, 2011

Member, Pennsylvania Association of Notaries

CIVIL ACTION-LAW  
NO. 2008-1493-CD

CITIMORTGAGE, INC. S/B/M TO ABN AMRO  
MORTGAGE GROUP VS. NORMAN M. LOWDER  
MELISSA LOWDER

NOTICE TO: NORMAN M. LOWDER, MELISSA  
LOWDER, NOTICE OF SHERIFF'S SALE OF  
REAL PROPERTY

ALL THAT following described lot of ground  
situate, lying and being in WALLACETON BOR-  
OUGH, county of CLEARFIELD, Commonwealth of  
Pennsylvania, bounded and limited as follows, to  
wit:

Your house (real estate) at 388 CLEARFIELD  
STREET, WALLACETON, PA 16876 is scheduled  
to be sold at the Sheriff's Sale on MARCH 6, 2009  
at 10:00 A.M. at the CLEARFIELD county court-  
house, to enforce the Court Judgment of  
\$67,239.04 obtained by CITIMORTGAGE, INC. S/  
B/M TO ABN AMRO MORTGAGE GROUP, (the  
mortgagee), against your Prop. Sit. in the City of  
WALLACETON, County of CLEARFIELD, and  
State of Pennsylvania.  
Being Premises: 388 CLEARFIELD STREET,  
WALLACETON, PA 16876.

Improvements consist of residential property.  
Sold as the property of NORMAN M. LOWDER,  
MELISSA LOWDER.

TERMS OF SALE: The Purchaser at the sale  
must make ten (10%) percent down payment of the  
bid price or of the Sheriff's cost, whichever is  
higher, at the time of the sale in the form of cash,  
money order, or bank check. The balance must be  
paid within ten (10) days of the sale or the pur-  
chaser will lose the down money.

THE HIGHEST BIDDER SHALL BE THE  
BUYER.

Daniel Schmieg, Esquire  
One Penn Center at Suburban Station  
1617 John F. Kennedy Boulevard  
Suite 1400  
Philadelphia, PA 19103  
(215)563-7000  
Attorney for Plaintiff

**LEGAL DESCRIPTION**

All that certain lot of land situated in the

Forty-eight (48) and on the South by an al-  
ley, and known as Lot No. Forty-seven (47)  
in the plan of Wallaceton Borough.

BEING identified in the Clearfield County  
Mapping and Assessment Office as Parcel  
No. 010-373-00020.

BEING also known as 388 Clearfield  
Street, Wallaceton, PA 16876.  
UNDER AND SUBJECT NEVERTHELESS,  
to all existing easements, conditions and  
restrictions of record.

BEING the same property which David  
B. Coble, unmarried man, by his Deed  
dated September 30, 1992, and recorded in  
the office of the Recorder of Deeds of  
Clearfield County in Record Book 1488,  
Page 18, on October 2, 1992, granted and  
conveyed unto Gary L. Hendershot and  
Mary B. Hendershot, husband and wife, the  
Grantors herein.

**PARCEL IDENTIFICATION NO:** 010-373-  
00020, Control #: 019007281

TITLE TO SAID PREMISES IS VESTED IN  
Norman M. Lowder and Melissa Lowder, h/w,  
by Deed from Gary L. Hendershot and Mary B.  
Hendershot, h/w, dated 02/19/2003, recorded  
02/20/2003 in Instrument Number 200302530.  
Premises being: 388 CLEARFIELD STREET  
WALLACETON, PA 16876

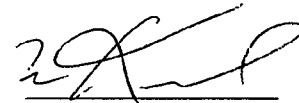
Full Spectrum Services, 400 Fellowship  
Road, Suite 220, Mount Laurel, NJ 08054.

**SHERIFF'S SALE  
OF VALUABLE REAL ESTATE**

BY VIRTUE OF: Writ of Execution issued  
out of the Court of Common Pleas of Clearfield  
County, Pennsylvania and to me directed,  
there will be exposed to public sale in the  
Sheriff's Office in the Courthouse in the Bor-  
ough of Clearfield on Friday, March 6, 2009,  
10:00 A.M. THE FOLLOWING DESCRIBED  
PROPERTY TO WIT: (SEE ATTACHED DE-  
SCRIPTION) TERMS OF SALE

The price of sum at which the property  
shall be struck off must be paid at the time of  
sale or such other arrangements made as will  
be approved, otherwise the property will be

subscriber, a  
appeared Gary A.  
the Courts of  
notice or  
Jes of Week of  
ons of this  
on are true.

  
boro, Esquire

  
Notary Public  
My Commission Expires

NOTARIAL SEAL  
SHARON J. PUSEY, Notary Public  
Houtzdale, Clearfield County, PA  
My Commission Expires, April 7, 2011

Full Spectrum Services  
400 Fellowship Road Suite 220  
Mount Laurel, NJ 08054

AFFIDAVIT OF SERVICE

PLAINTIFF CITIMORTGAGE, INC. S/B/M TO ABN AMRO  
MORTGAGE CROUP, INC.

CLEARFIELD County  
No. 2008-1493-CD  
Our File #: 181592

DEFENDANT(S) NORMAN M. LOWDER  
MELISSA LOWDER

Type of Action  
- Notice of Sheriff's Sale

\*\*\*PLEASE POST PROPERTY WITH NOTICE OF SALE,  
PER COURT ORDER\*\*\*

Sale Date: MARCH 6, 2009

SERVE AT: 388 CLEARFIELD STREET  
WALLACETON, PA 16876

SERVED

Served and made known to NORMAN & MELISSA LOWDER Defendant, on the 11<sup>th</sup> day of FEBRUARY, 2009, at 4:22 o'clock P.m., at 388 CLEARFIELD ST., WALLACETON, PA 16876, Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant personally served.  
☐ Adult family member with whom Defendant(s) reside(s). Relationship is \_\_\_\_\_  
☐ Adult in charge of Defendant(s)'s residence who refused to give name or relationship  
☐ Manager/Clerk of place of lodging in which Defendant(s) reside(s).  
☐ Agent or person in charge of Defendant(s)'s office or usual place of business.  
☐ \_\_\_\_\_ an officer of said Defendant(s)'s company.  
☒ Other: POSTED

Description: Age \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Race \_\_\_\_\_ Sex \_\_\_\_\_ Other \_\_\_\_\_

I, D.M. ELLIS, a competent adult, being duly sworn according to law, depose and state that I personally handed a true and correct copy of the Notice of Sheriff's Sale in the manner as set forth herein, issued in the captioned case on the date and at the address indicated above.

Sworn to and subscribed  
before me this 12<sup>th</sup> day  
of February 2009  
Notary:

By: D.M. Ellis

NOT SERVED

\*\*\*ATTEMPT SERVICE NLT THREE (3) TIMES\*\*\*

Marilyn A. Campbell  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Marilyn A. Campbell, Notary Public  
City Of Altoona, Blair County  
My Commission Expires Dec. 6, 2011  
Member, Pennsylvania Association of Notaries

On the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_m., Defendant NOT FOUND because:

\_\_\_\_ Moved \_\_\_\_ Unknown \_\_\_\_ No Answer \_\_\_\_ Vacant:

1st attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 2nd attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_, 3rd attempt Date: \_\_\_\_\_ Time: \_\_\_\_\_

Other: \_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_\_\_.

Notary:

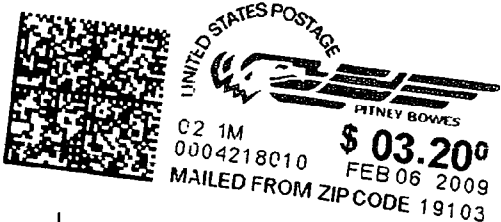
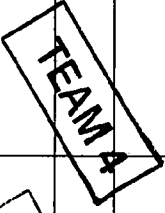


By:

Attorney for Plaintiff

DANIEL G. SCHMIEG, Esquire - I.D. No. 62205  
One Penn Center at Suburban Station, Suite 1400  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103-1814  
(215) 563-7000

Name and Address of Sender

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

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee
1		NORMAN M. LOWDER 388 CLEARFIELD STREET WALLACETON, PA 16876		
2		MELISSA LOWDER 388 CLEARFIELD STREET WALLACETON, PA 16876		
3		NORMAN M. LOWDER P.O. BOX 43 WALLACETON, PA 16876		
4		MELISSA LOWDER P.O. BOX 43 WALLACETON, PA 16876		
5		NORMAN M. LOWDER P.O. BOX 69 WALLACETON, PA 16876		
6		MELISSA LOWDER P.O. BOX 69 WALLACETON, PA 16876		
7		NORMAN M. LOWDER P.O. BOX 334 WALLACETON, PA 16876		
8		MELISSA LOWDER P.O. BOX WALLACETON, PA 16876		
9				
10				
11	JVS			
12		Re: NORMAN M. LOWDER 181592 TEAM 3		
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office	Postmaster, Per (Name of Receiver, Employee)	    <p>The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional insurance. See Domestic Mail N 921 and S921 for limitations of coverage.</p>



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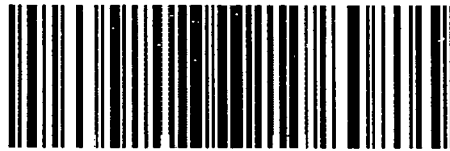
4 / JUN

MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)



7178 2-17 6099 0021 6987

4 / JJN  
MELISSA LOWDER  
PO BOX 43  
WALLACETON, PA 16876-0000

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--fold here (6x9)

--fold here (regular)



7178 2437 6099 0021 6994

4 / JJN

MELISSA LOWDER

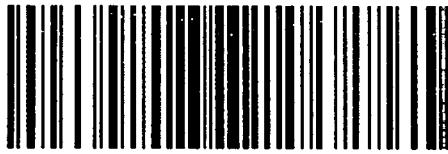
P.O. BOX 69

WALLACETON, PA 15876-0000

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-- fold here (6x9)

--fold here (regular)



7178 2417 6099 0021 7007

4 / JJN  
MELISSA LOWDER  
P.O. BOX 334  
WALLACETON, PA 16876-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)



7178 2417 6099 0021 6932

4/ JJN  
NORMAN M. LOWDER  
PO BOX 43  
WALLACETON, PA 16876-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)



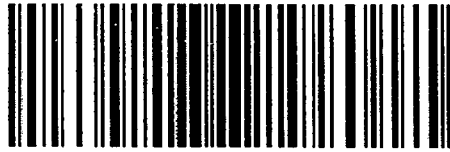
7178 2417 6099 0021 6949

4 / JJN  
NORMAN M. LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)



7178 2417 6099 0021 6956

4 / JJN

NORMAN M. LOWDER

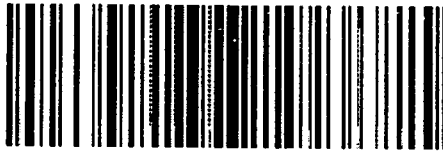
P.O. BOX 69

WALLACETON, PA 16876-0000

--fold here (regular)

--fold here (5x9)

--fold here (regular)



7178 2417 6099 0021 6963

4 / JJN

NORMAN M. LOWDER

P.O. BOX 334

WALLACETON, PA 16876-0000

--fold here (regular)

-- fold here (6x9)

--fold here (regular)

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### Search Results

Label/Receipt Number: 7173 2417 6099 0021 7007

Associated Label/Receipt:

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- Delivered, February 23, 2009, 2:59 pm, WALLACETON, PA 16876
- Notice Left, February 14, 2009, 12:39 pm, WALLACETON, PA 16876
- Notice Left, February 09, 2009, 9:03 am, WALLACETON, PA 16876
- Acceptance, February 06, 2009, 4:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, February 06, 2009

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### Search Results

Label/Receipt Number: 7178 2417 6099 0021 5994

Associated Label/Receipt:

Detailed Results:

- Delivered, February 23, 2009, 3:01 pm, WALLACETON, PA 16876
- Notice Left, February 14, 2009, 12:39 pm, WALLACETON, PA 16876
- Notice Left, February 09, 2009, 9:07 am, WALLACETON, PA 16876
- Acceptance, February 06, 2009, 4:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, February 06, 2009

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Label/Receipt Number: 7178 2417 6099 0021 6987

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Detailed Results:

- Delivered, February 23, 2009, 3:00 pm, WALLACETON, PA 16876
- Notice Left, February 14, 2009, 12:38 pm, WALLACETON, PA 16876
- Notice Left, February 09, 2009, 9:07 am, WALLACETON, PA 16876
- Acceptance, February 06, 2009, 4:15 pm, PHILADELPHIA, PA 19102
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### Search Results

Label/Receipt Number: 7178 2417 6099 0021 6970

Associated Label/Receipt:

Detailed Results:

- Delivered, February 23, 2009, 3:00 pm, WALLACETON, PA 16876
- Notice Left, February 14, 2009, 12:38 pm, WALLACETON, PA 16876
- Notice Left, February 09, 2009, 9:07 am, WALLACETON, PA 16876
- Acceptance, February 06, 2009, 4:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, February 06, 2009

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### Search Results

Label/Receipt Number: 7178 2417 6099 0021 5963

Associated Label/Receipt:

Detailed Results:

- Delivered, February 23, 2009, 2:59 pm, WALLACETON, PA 16876
- Notice Left, February 14, 2009, 12:39 pm, WALLACETON, PA 16876
- Notice Left, February 09, 2009, 9:03 am, WALLACETON, PA 16876
- Acceptance, February 06, 2009, 4:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, February 06, 2009

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### Search Results

Label/Receipt Number: 7178 2417 6099 0021 6956

Associated Label/Receipt:

Detailed Results:

- Delivered, February 23, 2009, 3:00 pm, WALLACETON, PA 16876
- Notice Left, February 14, 2009, 12:40 pm, WALLACETON, PA 16876
- Notice Left, February 09, 2009, 9:06 am, WALLACETON, PA 16876
- Acceptance, February 06, 2009, 4:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, February 06, 2009

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Label/Receipt Number: 7178 2417 6099 0021 6949

Associated Label/Receipt:

Detailed Results:

- Delivered, February 23, 2009, 2:59 pm, WALLACETON, PA 16876
- Notice Left, February 14, 2009, 12:39 pm, WALLACETON, PA 16876
- Notice Left, February 09, 2009, 9:02 am, WALLACETON, PA 16876
- Acceptance, February 06, 2009, 4:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, February 06, 2009

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This agency has a policy of  
affirmative action.American Revolution  
This agency honors the  
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### Search Results

Label/Receipt Number: 7178 2417 6099 0021 6932

Associated Label/Receipt:

Detailed Results:

- Delivered, February 23, 2009, 2:58 pm, WALLACETON, PA 16876
- Notice Left, February 14, 2009, 12:39 pm, WALLACETON, PA 16876
- Notice Left, February 09, 2009, 9:02 am, WALLACETON, PA 16876
- Acceptance, February 06, 2009, 4:15 pm, PHILADELPHIA, PA 19102
- Electronic Shipping Info Received, February 06, 2009

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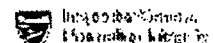
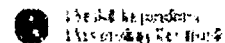
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20897  
NO: 08-1493-CD

PLAINTIFF: CITIMORTGAGE, INC. S/B/M TO ABN AMRO MORTGAGE GROUP, INC.

VS.

DEFENDANT: NORMAN M. LOWDER AND MELISSA LOWDER

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/17/2008

LEVY TAKEN 1/9/2009 @ 12:54 PM

POSTED 1/9/2009 @ 12:54 PM

SALE HELD 5/1/2009

SOLD TO FEDERAL HOME LOAN MORTGAGE CORPORATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 5/21/2009

DATE DEED FILED 5/21/2009

PROPERTY ADDRESS 388 CLEARFIELD STREET WALLACETON , PA 16876

5 FILED  
2/2/09  
MAY 21 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

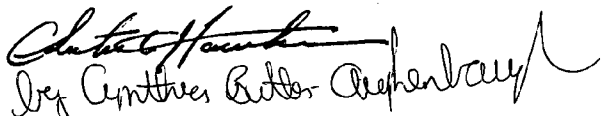
SHERIFF HAWKINS \$295.46

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2009

So Answers,

  
Chester A. Hawkins  
Sheriff

CITIMORTGAGE, INC. S/B/M TO ABN AMRO MORTGAGE GROUP, INC.

vs

NORMAN M. LOWDER AND MELISSA LOWDER

---

1 1/20/2009 @ SERVED NORMAN M. LOWDER

SERVED NORMAN M. LOWDER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 388 CLEARFIELD STREET, WALLACETON, PA, CERT #70060810000145074654 SIGNED FOR BY JOANN LOWDER

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

---

2 1/20/2009 @ SERVED MELISSA LOWDER

SERVED MELISSA LOWDER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 388 CLEARFIELD STREET, WALLACETON, PA CERT #70060810000145074685. SIGNED FOR BY JOANN LOWDER

A TRUE AND ATESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

---

3 1/20/2009 @ SERVED NORMAN M. LOWDER

SERVED NORMAN LOWDER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO P. O. BOX 69, WALLACETON, PA 16876 CERT #70060810000145074630. SIGNED FOR BY JOANN LOWDER

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

---

4. 1/20/2009 @ SERVED MELISSA LOWDER

SERVED MELISSA LOWDER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO P. O. BOX 69, WALLACETON, PA 16876, CERT #70060810000145074968. SIGNED FOR BY JOANN LOWDER

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

---

5 1/20/2009 @ SERVED NORMAN M. LOWDER

SERVED NORMAN M. LOWDER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO P. O. BOX 334, WALLACETON, PA 16876, CERT#70060810000145074975. SIGNED FOR BY JOANN LOWDER

A TRUE AND ATTESTED COPY OF THE ORIGIANL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

---

6 1/20/2009 @ SERVED MELISSA LOWDER

SERVED MELISSA LOWDER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO P. O. BOX 334, WALLACETON, PA 16876, CERT#70060810000145074661. SIGNED FOR BY JOANN LOWDER

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

---

7 1/20/2009 @ SERVED NORMAN M. LOWDER

SERVED NORMAN M. LOWDER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO P. O. BOX 43, WALLACETON, PA 16876, CERT#70060810000145074647. SIGNED FOR BY JOANN LOWDER

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

---

CITIMORTGAGE, INC. S/B/M TO ABN AMRO MORTGAGE GROUP, INC.

vs

NORMAN M. LOWDER AND MELISSA LOWDER

---

8 1/20/2009 @ SERVED MELISSA LOWDER

SERVED MELISSA LOWDER, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO P. O. BOX 43,  
WALLACETON, PA 16876, CERT #70060810000145074678. SIGNED FOR BY JOANN LOWDER

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

---

1/20/2009 @ SERVED

POSTED ORDER ON PROPERTY PER COURT ORDER.

---

@ SERVED

NOW, MARCH 3, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF  
SALE SCHEDULED FOR MARCH 6, 2009 TO MAY 1, 2009.

WRIT OF EXECUTION – (MORTGAGE FORECLOSURE)  
Pa.R.C.P. 3180-3183 and Rule 3257

CITIMORTGAGE, INC. S/B/M TO  
ABN AMRO MORTGAGE GROUP,  
INC.

vs.

NORMAN M. LOWDER

MELISSA LOWDER

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. ....

No. 2008-1493-CD

No. ....

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Commonwealth of Pennsylvania:

County of Clearfield

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

PREMISES: 388 CLEARFIELD STREET, WALLACETON, PA 16876  
(See Legal Description attached)

Amount Due

\$67,259.04

Interest from 11/18/08 to Sale

\$ .....

Per diem \$11.06

Add'l Costs

\$3,157.62

Writ Total

Prothonotary costs \$ 149.00

OFFICE OF THE PROTHONOTARY OF CLEARFIELD  
COUNTY, PENNSYLVANIA

Dated 12/17/08  
(SEAL)

181592

Received this writ this 17<sup>th</sup> day  
of December A.D. 2008  
At 3:00 A.M./P.M.

C. Peter A. Hunkeler  
Sheriff by Cynthia Butterbaugh

No. 2008-1493-CD.....

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CITIMORTGAGE, INC. S/B/M TO ABN AMRO  
MORTGAGE GROUP, INC.

vs.

NORMAN M. LOWDER  
MELISSA LOWDER

---

WRIT OF EXECUTION  
(Mortgage Foreclosure)

---

	Costs
Real Debt	\$67,259.04

Int. from 11/18/08  
To Date of Sale (\$11.06 per diem)

Costs	
Prothy Pd.	<u>149.00</u>

Sheriff

*Daniel H. Schmieg*  
DANIEL G. SCHMIEG, ESQUIRE  
Attorney for Plaintiff

Address: NORMAN M. LOWDER      MELISSA LOWDER  
388 CLEARFIELD STREET      388 CLEARFIELD STREET  
WALLACETON, PA 16876      WALLACETON, PA 16876

**LEGAL DESCRIPTION**

**All that certain lot of land situated in the Borough of Wallaceton, County of Clearfield, Pennsylvania, bounded and described as follows:**

**On the East by an alley; on the West by Clearfield Street; on the North by Lot No. Forty-eight (48) and on the South by an alley, and known as Lot No. Forty-seven (47) in the plan of Wallaceton Borough.**

**BEING identified in the Clearfield County Mapping and Assessment Office as Parcel No. 010-373-00020.**

**BEING also known as 388 Clearfield Street, Wallaceton, PA 16876.**

**UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions and restrictions of record.**

**BEING the same property which David B. Coble, unmarried man, by his Deed dated September 30, 1992, and recorded in the office of the Recorder of Deeds of Clearfield County in Record Book 1488, Page 18, on October 2, 1992, granted and conveyed unto Gary L. Hendershot and Mary B. Hendershot, husband and wife, the Grantors herein.**

**PARCEL IDENTIFICATION NO: 010-373-00020, Control #: 019007281**

**TITLE TO SAID PREMISES IS VESTED IN Norman M. Lowder and Melissa Lowder, h/w, by Deed from Gary L. Hendershot and Mary B. Hendershot, h/w, dated 02/19/2003, recorded 02/20/2003 in Instrument Number 200302530.**

**Premises being: 388 CLEARFIELD STREET  
WALLACETON, PA 16876**

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME NORMAN M. LOWDER

NO. 08-1493-CD

NOW, May 21, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on May 01, 2009, I exposed the within described real estate of Norman M. Lowder And Melissa Lowder to public venue or outcry at which time and place I sold the same to FEDERAL HOME LOAN MORTGAGE CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	11.00
LEVY	15.00
MILEAGE	11.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	57.46
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                    \$295.46**

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	67,259.04
INTEREST @ 11.0600 %	1,813.84
FROM 11/18/2008 TO 05/01/2009	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	

ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST                    \$69,112.88**

**COSTS:**

ADVERTISING	370.75
TAXES - COLLECTOR	196.00
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.50
SHERIFF COSTS	295.46
LEGAL JOURNAL COSTS	243.00
PROTHONOTARY	149.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS                                    \$1,428.71**

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

CHESTER A. HAWKINS, Sheriff

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

CITIMORTGAGE, INC., s/b/m to ABN AMRO MORTGAGE\*  
GROUP, INC.,

Plaintiff

vs.

NORMAN M. LOWDER  
MELISSA LOWDER,

Defendants

NO. 08-1493-CD

**ORDER**

NOW, this 15th day of September, 2008, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure upon the Defendants **NORMAN M. LOWDER and MELISSA LOWDER** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal;
2. By first class mail to 388 Clearfield Street, Wallaceton, PA 16876 and other known addresses of PO Box 43, Wallaceton, PA 16876, PO Box 69, Wallaceton, PA 16876 and PO Box 334, Wallaceton, PA 16876;
3. By certified mail, return receipt requested, to 388 Clearfield Street, Wallaceton, PA 16876 and other known addresses of PO Box 43, Wallaceton, PA 16876, PO Box 69, Wallaceton, PA 16876 and PO Box 334, Wallaceton, PA 16876; and
4. By posting the mortgaged premises known in this herein action as 388 Clearfield Street, Wallaceton, PA 16876.

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

BY THE COURT,

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

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

SEP 15 2008

Attest.

*William D. Brown*  
Prothonotary/  
Clerk of Courts

## SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

MELISSA LOWDER  
P. O. BOX 43  
WALLACETON, PA 16876

2. Article Number  
(Transfer from service label)

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Melissa Lowder* ☐ Agent  
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

7006 0810 0001 4507 4678

PS Form 3811, February 2004

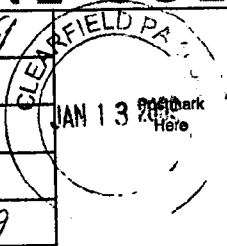
Domestic Return Receipt

102595-02-M-15\*

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



Sent To  
Street, Apt. No.,  
or PO Box No. MELISSA LOWDER  
P. O. BOX 334  
City, State, ZIP+4 WALLACETON, PA 16876

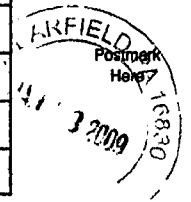
PS Form 3800, June 2002

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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com).**OFFICIAL USE**

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



Sent To  
Street, Apt. No.,  
or PO Box No. MELISSA LOWDER  
P. O. BOX 43  
City, State, ZIP+4 WALLACETON, PA 16876

PS Form 3800, June 2002

See Reverse for Instructions

## SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

MELISSA LOWDER  
P. O. BOX 334  
WALLACETON, PA 16876

2. Article Number  
(Transfer from service label)

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Melissa Lowder* ☐ Agent  
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

7006 0810 0001 4507 4661

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540\*

## SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4685

PS Form 3811, February 2004

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Melissa Lowder* ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Melissa Lowder* ☐ C. Date of Delivery  
*1-20-09*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service™

## CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

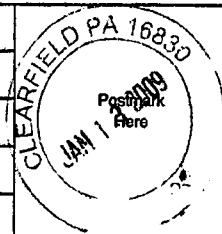
Postage \$

Certified Fee

Return Receipt Fee  
(Endorsement Required)Restricted Delivery Fee  
(Endorsement Required)

Total Postage &amp; Fees

\$ 5.49



Sent To

Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4

MELISSA LOWDER  
P. O. BOX 69  
WALLACETON, PA 16876

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service™

## CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

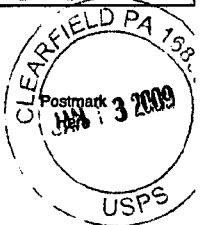
Postage \$

Certified Fee

Return Receipt Fee  
(Endorsement Required)Restricted Delivery Fee  
(Endorsement Required)

Total Postage &amp; Fees

\$ 5.49



Sent To

Street, Apt. No.,  
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City, State, ZIP+4

MELISSA LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

PS Form 3800, June 2002

See Reverse for Instructions

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1. Article Addressed to:

MELISSA LOWDER  
P. O. BOX 69  
WALLACETON, PA 16876

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4968

PS Form 3811, February 2004

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Melissa Lowder* ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Melissa Lowder* ☐ C. Date of Delivery  
*1-20-09*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

Domestic Return Receipt

102595-02-M-154

## SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

NORMAN M. LOWDER  
388 CLEARFIELD STREET  
WALLACETON, PA 16876

2. Article Number

(Transfer from service label)

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Norman M. Lowder*  
B. Received by (Printed Name)  
*Norman M. Lowder*

☐ Agent  
☐ Addressee

C. Date of Delivery

1-20-09

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

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



Sent To NORMAN M. LOWDER  
P. O. BOX 334  
Street, Apt. No.; or PO Box No. WALLACETON, PA 16876  
City, State, ZIP+4

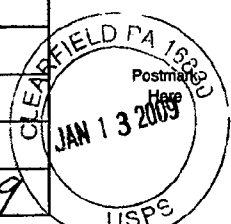
PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service<sup>TM</sup>  
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Restricted Delivery Fee  
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Total Postage & Fees \$ 5.49



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PS Form 3800, June 2002

See Reverse for Instructions

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1. Article Addressed to:

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P. O. BOX 334  
WALLACETON, PA 16876

2. Article Number

(Transfer from service label)

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Norman M. Lowder*  
B. Received by (Printed Name)  
*Norman M. Lowder*

☐ Agent  
☐ Addressee

C. Date of Delivery

1-20-09

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PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

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1. Article Addressed to:

NORMAN M. LOWDER  
P. O. BOX 43  
WALLACETON, PA 16876

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4647

PS Form 3811, February 2004

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Norman Lowder* ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Norman Lowder* C. Date of Delivery *1-20-09*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4647

PS Form 3811, February 2004

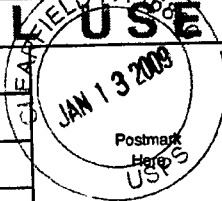
Domestic Return Receipt

102595-02-M-154

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



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or PO Box No. NORMAN M. LOWDER  
P. O. BOX 69  
City, State, ZIP+4 WALLACETON, PA 16876

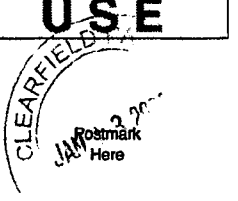
PS Form 3800, June 2002

See Reverse for Instructions

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(Endorsement Required)  
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(Endorsement Required)  
Total Postage & Fees \$ *5.49*



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City, State, ZIP+4 WALLACETON, PA 16876

PS Form 3800, June 2002

See Reverse for Instructions

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1. Article Addressed to:

NORMAN M. LOWDER  
P. O. BOX 69  
WALLACETON, PA 16876

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4630

PS Form 3811, February 2004

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*Norman Lowder* ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Norman Lowder* C. Date of Delivery *1-20-09*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7006 0810 0001 4507 4630

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

**Phelan Hallinan & Schmieg, L.L.P.**  
**One Penn Center at Suburban Station**  
**1617 John F. Kennedy Boulevard**  
**Suite 1400**  
**Philadelphia, PA 19103-1814**  
**(215) 563-7000**  
**Fax: (215) 563-7009**

Representing Lenders in  
Pennsylvania and New Jersey

Foreclosure Manager

March 3, 2009

Office of the Sheriff  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Attn: Real Estate Department

Fax Number: 814-765-5915

Re: CITIMORTGAGE, INC. S/B/M TO ABN AMRO MORTGAGE GROUP, INC. v.  
NORMAN M. LOWDER and MELISSA LOWDER  
388 CLEARFIELD STREET WALLACETON, PA 16876  
Court No. 2008-1493-CD

Dear Sir/Madam:

Please Postpone the Sheriff Sale of the above referenced property, which is scheduled for March 6, 2009 due to the following: Service of NOS.

The Property is to be relisted for the May 1, 2009 Sheriff Sale.

Thank you for your correspondence in this matters.

Very Truly Yours,  
LYNNETTE BRITTON for  
Phelan Hallinan & Schmieg, LLP