

08-1602-CD  
Deutsche Bank vs Lisa Rossi et al

**GOLDBECK McCAFFERTY & McKEEVER**

BY: MICHAEL T. McKEEVER

ATTORNEY I.D. #56129

SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(866) 413-2311

WWW.GOLDBECKLAW.COM

ATTORNEY FOR PLAINTIFF

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS  
TRUSTEE, IN TRUST FOR THE REGISTERED  
HOLDERS OF AMERIQUEST MORTGAGE SECURITIES  
INC., ASSET-BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2005-R4.

10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

*Plaintiff*

vs.

LISA A. ROSSI  
ROBERT A. ROSSI  
**Mortgagors and Record Owners**  
41 Tenth Street  
Du Bois, PA 15801

THE UNITED STATES OF AMERICA  
*Defendants*

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No.

2008-1602-CJ

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

NOTICE

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

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

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

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

FILED pd \$95.00 Atty  
m/12/25 cm 1cc Atty  
AUG 26 2008 3cc Shff.  
LM

PENNSYLVANIA BAR ASSOCIATION Notary/Clerk of Courts

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

William A. Shaw

Sept 10, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*William A. Shaw*

Deputy Prothonotary

6K

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

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

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Pennsylvania Housing Finance Agency also offers other loan programs that may assist homeowners in default. Please See the PHFA website <http://www.phfa.org/consumers/homeowners/real.aspx>.
- 5). Call the Plaintiff (your lender) at 800-211-6926 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 6). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 70230FC.

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

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

## COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4., 10801 6th Street, Suite 130 Rancho Cucamonga, CA 91730.
2. The names and addresses of the Defendants are LISA A. ROSSI, 175 Ridge Road, Etters, PA 17319 and ROBERT A. ROSSI, 175 Ridge Road, Etters, PA 17319, who are the mortgagors and record owners of the mortgaged premises hereinafter described.
3. Defendant, THE UNITED STATES OF AMERICA, is named a Defendant pursuant to 28 U.S.C. Section 2410, and Plaintiff requests that a judicial sale be held of the Property.
4. On January 11, 2005 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to AMERIQUEST MORTGAGE COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200500816. The mortgage has been assigned to: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4. by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
5. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
6. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for June 01, 2007 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
7. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$196,738.43
Interest from 05/01/2007 through 08/31/2008 at 8.9900%.....	\$23,692.05
Per Diem interest rate at \$48.45	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph .....	\$9,836.92
Late Charges from 06/01/2007 to 08/31/2008 .....	\$1,447.04
Monthly late charge amount at \$96.47	
Costs of suit and Title Search .....	\$900.00
Escrow Advance .....	\$2,828.74
Fees .....	\$28.50
Recoverable Balance.....	\$176.00
Monthly Escrow amount \$346.47	
	<hr/>
	\$235,647.68

8. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in

conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

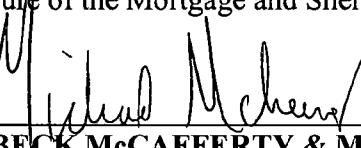
9. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy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

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

11. THE UNITED STATES OF AMERICA, the above named Defendant, has a lien filed of record, set forth in Exhibit 'C' which is attached and made part of this Complaint.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$235,647.68, together with interest at the rate of \$48.45, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

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

  
**GOLDBECK McCAFFERTY & McKEEVER**

BY: MICHAEL T. MCKEEVER, ESQUIRE

ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: August 21, 2008

  
\_\_\_\_\_  
CIT RESIDENTIAL LENDING, INC.

0101596526 LISA A. ROSSI and ROBERT A. ROSSI

# *Exhibit A*

Order Number: 000086947

Re: ROBERT ROSSI  
LISA ROSSI41 TENTH STREET  
DU BOIS, PA 15801  
CLEARFIELD County

## EXHIBIT 'A'

ALL that certain piece, parcel or lot of land, lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at an iron pin in the southerly line of Tenth Street, being also the northeast corner of Lot No. 19; thence by line of Tenth Street the following courses and distances: North 71 degrees 37' 28" East 71.70 feet to an iron pin, thence by same by a curve to the right with a 25 foot radius having a bearing of South 49 degrees 16' 16" East 42.91 feet to an iron pin (with an arc distance of 51.58 feet); thence still by same South 9 degrees 50' West 128.09 feet to an iron pin the northeast corner of Lot No. 21; thence by the Northerly line of Lot No. 21 South 88 degrees 14' 13" West 102.09 feet to an iron pin the southeast corner of Lot No. 19; thence by the Easterly line of Lot No. 19 North 9 degrees 50' East 136.75 feet to an iron pin and the place of beginning.

BEING Lot No. 20 in the Maple View Estates plan of lots located in the City of DuBois, Clearfield County, Pennsylvania.

UNDER AND SUBJECT, nevertheless, to all of the conditions, restrictions, exceptions and reservations set forth in prior Deeds of Conveyance, including, but not limited to those express conditions specifically set forth in Deed of Andrew J. Burik and Karen M. Burik to Martin A. Schaeffer and Kelly Barrett Schaeffer, dated February 12, 1996, and recorded in Clearfield County Deeds and Records Book Vol. 1736, Page 314.

UNDER AND SUBJECT to all sewer lines in, on, or underlying and premises with the right to go on said premises to repair, maintain and replace the same.

FURTHER UNDER AND SUBJECT to all exceptions and reservations and easements of record or which can be determined by an inspection of the premises.

FURTHER UNDER AND SUBJECT to right of City of DuBois to construct, repair or replace any culvert pipes or for construction of repair of any utility lines which may run on, under, or upon the subject premises.

Inst. 200206455

MAP #7.2-29-9922 CONTROL #0072-48269

# *Exhibit B*

P.O. Box 11000  
Santa Ana, CA 92711-1000



7182 6389 3060 1257 5818

Citi Residential Lending



June 13, 2008

ROBERT A ROSSI  
41 TENTH STREET  
DU BOIS, PA 15801

4 / NPC

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

AVISO: Este documento explica como los propietarios de casas pueden evitar perder sus hogares debido a demoras de pagos. Para información en español llame a su prestamista.

## STATEMENTS OF POLICY

Loan Number: 0101596526  
Property Address: 41 TENTH STREET, DU BOIS PA, 15801  
Original Lender: Citi Residential Lending  
Current Lender/Servicer: Citi Residential Lending

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

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

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

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

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

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

**LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO**

PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

June 13, 2008

Loan Number: 0101596526

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

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

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

**NATURE OF THE DEFAULT** -The MORTGAGE debt by the above lender on your property located at:  
41 TENTH STREET, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

06/01/07 thru 06/01/08

Minimum Payments plus late charge or other fees: \$26144.62

Minimum Amount to Cure Default: \$26144.62

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION **(Do not use if not applicable)**: N/A

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$26144.62 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Citi Residential Lending  
P.O. Box 5926  
Carol Stream, IL 60197-5926

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Citi Residential Lending  
PO Box 11000  
Santa Ana, CA 92711-1000  
Phone Number 800-430-5262  
Fax Number 949-862-3526

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

**ASSUMPTION OF MORTGAGE**-- You        may or        may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED**

If you need additional assistance or counseling you may also find a Housing Counseling Agency in your area by calling Toll-free (800) 569-4287 or TDD (800) 877-8339.

Citi Residential Lending

Cc: Citi Residential Lending  
Attn: Collections Department

Loan Number: 0101596526  
Mailed by 1st Class Mail and by Certified Mail

## **Homeowner's Emergency Assistance Program**

### **Clearfield County**

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**CCCS of Northeastern PA**

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

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**CCCS of Western PA**

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

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**CCCS of Western PA**

219 A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

**Indiana Co. Community Action Program**

827 Water Street  
Box 187  
Indiana, PA 15701  
724.465.2657

**Keystone Economic Development Corp.**

1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

**The NORCAM Group**

4200 Crawford Avenue  
Suite 200  
Northern Cambria, PA 15714  
814.948.4444

Citi Residential Lending  
P.O. Box 11000  
Santa Ana, CA 92711-1000



June 13, 2008

#BWNKZZS  
LISA A ROSSI  
41 TENTH STREET  
DU BOIS, PA 15801

526 / NRP

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

**LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN**

PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

June 13, 2008

Loan Number: 0101596526

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

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

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

**NATURE OF THE DEFAULT** -The MORTGAGE debt by the above lender on your property located at:  
41 TENTH STREET, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

06/01/07 thru 06/01/08

Minimum Payments plus late charge or other fees: \$26144.62

Minimum Amount to Cure Default: \$26144.62

**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):** N/A

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$26144.62 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Citi Residential Lending  
P.O. Box 5926  
Carol Stream, IL 60197-5926

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Citi Residential Lending  
PO Box 11000  
Santa Ana, CA 92711-1000  
Phone Number 800-430-5262  
Fax Number 949-862-3526

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

**ASSUMPTION OF MORTGAGE** -- You        may or   X   may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED**

If you need additional assistance or counseling you may also find a Housing Counseling Agency in your area by calling Toll-free (800) 569-4287 or TDD (800) 877-8339.

Citi Residential Lending

Cc: Citi Residential Lending  
Attn: Collections Department

Loan Number: 0101596526  
Mailed by 1st Class Mail and by Certified Mail

# **Homeowner's Emergency Assistance Program**

## **Clearfield County**

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**CCCS of Northeastern PA**

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

**CCCS of Western PA**

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

**CCCS of Western PA**

219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

**Indiana Co. Community Action Program**

827 Water Street  
Box 187  
Indiana, PA 15701  
724.465.2657

**Keystone Economic Development Corp.**

1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

**The NORCAM Group**

4200 Crawford Avenue  
Suite 200  
Northern Cambria, PA 15714  
814.948.4444

# *Exhibit C*



## Liberty Bell Agency, Inc.

701 Market Street, Mellon Independence Center - Suite 5001, Philadelphia, PA 19106  
(215) 625-3660 □ FAX: (215) 625-3689

Monday, August 04, 2008

### FORECLOSURE REPORT

Order #: **LBA-0808653**

THIS SEARCH COVERS THE PERIOD TO: **07/28/2008**

<b>PREMISES:</b> 41 10th Street, Du Bois, PA, 15801				
<b>PARCEL NUMBER(s):</b> 7.2-029-000-09922		<b>TAX ASSESSMENT(s):</b> 2008 \$28,325.00		
<b>OWNER OF RECORD:</b> <b>Robert A. Rossi and Lisa A. Rossi, husband and wife</b> by deed from Martin A. Schaeffer and Kelly Barrett Schaeffer, husband and wife Dated: 4/23/02 and recorded: 4/25/02 in Instrument #200206455				
<b>FEDERAL LIENS:</b> #2007-1268 8/8/07 \$29,144.53 -vs- Rossi Enterprises, Paul A. Weaver Jewelers & Robert A. & Lisa A. Rossi Internal Revenue Service				
<b>BANKRUPTCIES:</b> None of record				
<b>DELINQUENT TAXES:</b> Delinquent taxes and tax claims, if available, are shown hereafter. Possible additional tax delinquencies may exist, but may not be readily available. Certifications need to be obtained to determine whether outstanding tax obligations exist. Taxes appear to be paid thru 2007.				
<b>MUNICIPAL LIENS:</b> None of record				
<b>MORTGAGES:</b> 3 of record \$200,000.00 Robert A. Rossi and Lisa A. Rossi To: Ameriquest Mortgage Company 1100 Town & Country Road, Ste 200, Orange, Ca. 92868 Dated: 1/11/05 and recorded: 1/18/05 in Instrument #200500816				
Subordination Agreement recorded: 1/18/05 in Instrument #200500817				
\$25,466.56 Robert A. Rossi and Lisa A. Rossi To: S&T Bank 614 Liberty Avenue, DuBois, Pa. 15801 Dated: 10/11/04 and recorded: 10/18/04 in Instrument #200416930				
\$150,000.00 Robert A. Rossi and Lisa A. Rossi To: Clearfield Bank & Trust Company 91 Beaver Drive, DuBois, Pa. 15801 Dated: 7/1/05 and recorded: 7/1/05 in Instrument #200509917				

Liberty Bell Agency, Inc. certifies these search results as based upon the examination of evidence recorded in the appropriate public records for those categories searched. Upon full payment of the price of this report, liability hereunder, in an amount not exceeding \$2000 dollars, is assumed by Liberty Bell Agency, Inc. solely in its capacity as an abstractor for its negligence, mistakes or omissions, and only for the time period searched. This report does not constitute title insurance, nor is it a commitment to issue title insurance. This report shall NOT be used in a real estate or loan settlement or closing, as possible additional public records may need to be searched, and additional requirements may be added to this report.

ATTACHED TO AND FORMING PART OF SEARCH.

JUDGMENTS:	#2007-1251 S&T Bank 456 Main Street, P.O. Box D, Brockway, Pa. 15824	8/3/07	\$28,289.75	-vs-	Robert A. & Lisa A. Rossi & Rossi Enterprises
	#2007-1718 Vigilant Security Inc. 2168 Sandy Drive, State College, Pa. 16803	10/22/07	\$8,646.19	-vs-	Robert A. Rossi
	#2007-1788 S&T Bank 456 Main Street, P.O. Box D, Brockway, Pa. 15824	11/5/07	\$2,059.37	-vs-	Robert Rossi and Paul A. Weaver Jewelers
MECHANICS CLAIMS:	None of record				
Other Claims/Liens:	None of record				
SUPPORT LIENS:	Overdue support payments become liens on all real property owned by an obligor on the date the payment was due. Certifications may need to be obtained to determine the priority of the lien relative to the lien being foreclosed. Pa.R.C.P. 3129 Notice should be sent to the <b>PA Department of Public Welfare</b> and the <b>Clearfield Domestic Relations Office</b> . Contact this office if mailing addresses are requested.				
REMARKS:	Divorce Complaint filed 9/13/07 and granted 5/27/08 in #2007-1505.				

Liberty Bell Agency, Inc. certifies these search results as based upon the examination of evidence recorded in the appropriate public records for those categories searched. Upon full payment of the price of this report, liability hereunder, in an amount not exceeding \$2000 dollars, is assumed by Liberty Bell Agency, Inc. solely in its capacity as an abstractor for its negligence, mistakes or omissions, and only for the time period searched. This report does not constitute title insurance, nor is it a commitment to issue title insurance. This report shall NOT be used in a real estate or loan settlement or closing, as possible additional public records may need to be searched, and additional requirements may be added to this report.

GOLDBECK McCAFFERTY &  
McKEEVER  
BY: MICHAEL T. MCKEEVER  
ATTORNEY I.D. #56129  
SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106-1532  
(215) 627-1322  
ATTORNEY FOR PLAINTIFF

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DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE, IN TRUST FOR THE  
REGISTERED HOLDERS OF AMERIQUEST  
MORTGAGE SECURITIES INC., ASSET-BACKED  
PASS-THROUGH CERTIFICATES, SERIES 2005-  
R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

Plaintiff

vs.

LISA A. ROSSI  
ROBERT A. ROSSI  
41 Tenth Street  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE  
FORECLOSURE

Term  
No. 2008-1602-CD

PRAEICE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

By:

Michael T. McKeever

GOLDBECK McCAFFERTY & McKEEVER  
MICHAEL T. MCKEEVER, ESQUIRE  
ATTORNEY FOR PLAINTIFF

FILED *Atty pd. \$7.00*  
*M/11/24/08*  
SEP 10 2008 *3 Comp. reinstated*  
*to Sheriff*

William A. Shaw  
Prothonotary/Clerk of Courts

60

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1602-CD

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee

vs

LISA A. ROSSI and ROBERT A. ROSSI, THE UNITED STATES OF AMERICA  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 3 OF 3

SERVE BY: 09/25/2008

HEARING:

PAGE: 104579

will meet at 1<sup>st</sup> Floor  
Entrance to Hospital.

DEFENDANT: LISA A. ROSSI  
ADDRESS: 405 S. MAIN ST.  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 09-10-08 N/H works @ CHFD Hospital 590-6573

**SHERIFF'S RETURN**

NOW, 09-12-08 AT 3:30 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON LISA A. ROSSI, DEFENDANT

BY HANDING TO LISA A. ROSSI / DEFENDANT

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

ADDRESS SERVED CLEARFIELD Hospital, Turnpike Ave. CLEARFIELD PA.

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR LISA A. ROSSI

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

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

I MAKE RETURN OF **NOT FOUND** AS TO LISA A. ROSSI

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

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Cossiet

Deputy Signature

Mark A. Cossiet

Print Deputy Name

**FILED**  
09:33 AM GL  
SEP 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1602-CD

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee

vs

LISA A. ROSSI and ROBERT A. ROSSI, THE UNITED STATES OF AMERICA  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 1 OF 3

SERVE BY: 09/25/2008

HEARING:

PAGE: 104579

**FILED**  
9/30/08 AM GIC

SEP 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DEFENDANT: LISA A. ROSSI  
ADDRESS: 41 TENTH ST.  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

9-10-08 - HOUSE Empty

**SHERIFF'S RETURN**

NOW, 09-12-08 AT 3:30 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON LISA A. ROSSI, DEFENDANT

BY HANDING TO LISA A. ROSSI, DEFENDANT

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

ADDRESS SERVED CLEARFIELD Hospital, Turnpike Ave. CLEARFIELD PA

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR LISA A. ROSSI

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

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

I MAKE RETURN OF **NOT FOUND** AS TO LISA A. ROSSI

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Mark A. Carter  
Deputy Signature

Mark A. Carter  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1602-CD

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee

vs SERVICE # 2 OF 3

LISA A. ROSSI and ROBERT A. ROSSI, THE UNITED STATES OF AMERICA  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 09/25/2008

HEARING:

PAGE: 104579

**FILED**

03:54 PM  
SEP 15 2008

LM

William A. Shaw  
Prothonotary/Clerk of Courts

DEFENDANT: ROBERT A. ROSSI  
ADDRESS: 41 TENTH ST./  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

9-10-08. House Empty, moved To HARRISBURG PA EX-WIFE

**SHERIFF'S RETURN**

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

COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT A. ROSSI, 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 ROBERT A. ROSSI

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

NOW 09-15-08 AT 3:30 AM APM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO ROBERT A. ROSSI

REASON UNABLE TO LOCATE DEFENDANT moved to HARRISBURG

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Caudret  
Deputy Signature

Mark A. Caudret  
Print Deputy Name

---

**SHERIFF'S OFFICE  
CLEARFIELD COUNTY  
CASE # 104579**

DEAR ROBERT A. ROSSI

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 (**104579**) 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

# GOLDBECK McCAFFERTY & MCKEEVER

BY: MICHAEL T. MCKEEVER

ATTORNEY I.D. #56129

SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(866) 413-2311

WWW.GOLDBECKLAW.COM  
ATTORNEY FOR PLAINTIFF

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS  
TRUSTEE, IN TRUST FOR THE REGISTERED  
HOLDERS OF AMERIQUEST MORTGAGE SECURITIES  
INC., ASSET-BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

*Plaintiff*

vs.

LISA A. ROSSI  
ROBERT A. ROSSI  
**Mortgagors and Record Owners**  
41 Tenth Street  
Du Bois, PA 15801

THE UNITED STATES OF AMERICA  
*Defendants*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
CIVIL ACTION - LAW  
ACTION OF MORTGAGE FORECLOSURE

Term

No. 2008-1602-CJ

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

## NOTICE

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

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

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

## KEYSTONE LEGAL SERVICES

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

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

AUG 26 2008

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

Attest.

*Michael T. McKeever*  
Prothonotary  
Court of Common Pleas

## A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

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

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

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

### Resources available for Homeowners in Foreclosure

#### **ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Pennsylvania Housing Finance Agency also offers other loan programs that may assist homeowners in default. Please See the PHFA website <http://www.phfa.org/consumers/homeowners/real.aspx>.
- 5). Call the Plaintiff (your lender) at 800-211-6926 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 6). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 70230FC.

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

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

## COMPLAINT IN MORTGAGE FORECLOSURE

**I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL FILED**

1. Plaintiff is DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4., 10801 6th Street, Suite 130 Rancho Cucamonga, CA 91730.
2. The names and addresses of the Defendants are LISA A. ROSSI, 175 Ridge Road, Etters, PA 17319 and ROBERT A. ROSSI, 175 Ridge Road, Etters, PA 17319, who are the mortgagors and record owners of the mortgaged premises hereinafter described.
3. Defendant, THE UNITED STATES OF AMERICA, is named a Defendant pursuant to 28 U.S.C. Section 2410, and Plaintiff requests that a judicial sale be held of the Property.
4. On January 11, 2005 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to AMERIQUEST MORTGAGE COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200500816. The mortgage has been assigned to: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4. by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.
5. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
6. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for June 01, 2007 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.
7. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance .....	\$196,738.43
Interest from 05/01/2007 through 08/31/2008 at 8.9900%.....	\$23,692.05
Per Diem interest rate at \$48.45	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph.....	\$9,836.92
Late Charges from 06/01/2007 to 08/31/2008 .....	\$1,447.04
Monthly late charge amount at \$96.47	
Costs of suit and Title Search .....	\$900.00
Escrow Advance .....	\$2,828.74
Fees .....	\$28.50
Recoverable Balance.....	\$176.00
Monthly Escrow amount \$346.47	
	<hr/>
	\$235,647.68

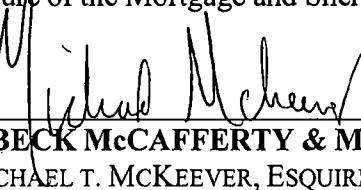
8. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in

conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

9. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
10. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.
11. THE UNITED STATES OF AMERICA, the above named Defendant, has a lien filed of record, set forth in Exhibit 'C' which is attached and made part of this Complaint.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$235,647.68, together with interest at the rate of \$48.45, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

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

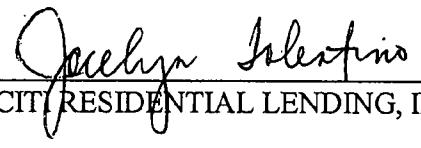
  
**GOLDBECK McCAFFERTY & MCKEEVER**

BY: MICHAEL T. MCKEEVER, ESQUIRE  
ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: August 21, 2008

  
\_\_\_\_\_  
CITI RESIDENTIAL LENDING, INC.

0101596526 LISA A. ROSSI and ROBERT A. ROSSI

# *Exhibit A*

Order Number: 000086947

Re: ROBERT ROSSI  
LISA ROSSI41 TENTH STREET  
DU BOIS, PA 15801  
CLEARFIELD County

## EXHIBIT 'A'

ALL that certain piece, parcel or lot of land, lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at an iron pin in the southerly line of Tenth Street, being also the northeast corner of Lot No. 19; thence by line of Tenth Street the following courses and distances: North 71 degrees 37' 28" East 71.70 feet to an iron pin, thence by same by a curve to the right with a 25 foot radius having a bearing of South 49 degrees 16' 16" East 42.91 feet to an iron pin (with an arc distance of 51.58 feet); thence still by same South 9 degrees 50' West 128.09 feet to an iron pin the northeast corner of Lot No. 21; thence by the Northerly line of Lot No. 21 South 88 degrees 14' 13" West 102.09 feet to an iron pin the Southeast corner of Lot No. 19; thence by the Easterly line of Lot No. 19 North 9 degrees 50' East 136.75 feet to an iron pin and the place of beginning.

BEING Lot No. 20 in the Maple View Estates plan of lots located in the City of DuBois, Clearfield County, Pennsylvania.

UNDER AND SUBJECT, nevertheless, to all of the conditions, restrictions, exceptions and reservations set forth in prior Deeds of Conveyance, including, but not limited to those express conditions specifically set forth in Deed of Andrew J. Burik and Karen M. Burik to Martin A. Schaeffer and Kelly Barrett Schaeffer, dated February 12, 1996, and recorded in Clearfield County Deeds and Records Book Vol. 1736, Page 314.

UNDER AND SUBJECT to all sewer lines in, on, or underlying and premises with the right to go on said premises to repair, maintain and replace the same.

FURTHER UNDER AND SUBJECT to all exceptions and reservations and easements of record or which can be determined by an inspection of the premises.

FURTHER UNDER AND SUBJECT to right of City of DuBois to construct, repair or replace any culvert pipes or for construction of repair of any utility lines which may run on, under, or upon the subject premises.

Inst. 200206455

MAP #7.2-29-9922 CONTROL #0072-48269

# *Exhibit B*

P.O. Box 11000  
Santa Ana, CA 92711-1000



7182 6389 3060 1257 5818

Citi Residential Lending



June 13, 2008

ROBERT A ROSSI  
41 TENTH STREET  
DU BOIS, PA 15801

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME

### FROM FORECLOSURE

AVISO: Este documento explica como los propietarios de casas pueden evitar perder sus hogares debido a demoras de pagos. Para información en español llame a su prestamista.

#### STATEMENTS OF POLICY

Loan Number: 0101596526  
Property Address: 41 TENTH STREET, DU BOIS PA, 15801  
Original Lender: Citi Residential Lending  
Current Lender/Servicer: Citi Residential Lending

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

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

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

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

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

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

**LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO**

PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

June 13, 2008

Loan Number: 0101596526

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

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

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

**NATURE OF THE DEFAULT** -The MORTGAGE debt by the above lender on your property located at:  
41 TENTH STREET, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

06/01/07 thru 06/01/08

Minimum Payments plus late charge or other fees: \$26144.62

Minimum Amount to Cure Default: \$26144.62

**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):** N/A

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$26144.62 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Citi Residential Lending  
P.O. Box 5926  
Carol Stream, IL 60197-5926

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Citi Residential Lending  
PO Box 11000  
Santa Ana, CA 92711-1000  
Phone Number 800-430-5262  
Fax Number 949-862-3526

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

**ASSUMPTION OF MORTGAGE** -- You        may or   X   may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED**

If you need additional assistance or counseling you may also find a Housing Counseling Agency in your area by calling Toll-free (800) 569-4287 or TDD (800) 877-8339.

Citi Residential Lending

Cc: Citi Residential Lending  
Attn: Collections Department

Loan Number: 0101596526  
Mailed by 1st Class Mail and by Certified Mail

## **Homeowner's Emergency Assistance Program**

### **Clearfield County**

---

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

---

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

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

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

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

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

Citi Residential Lending  
P.O. Box 11000  
Santa Ana, CA 92711-1000



June 13, 2008

#BWNKZZS  
LISA A ROSSI  
41 TENTH STREET  
DU BOIS, PA 15801

526 / NRP

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**AVISO:** Este documento explica como los propietarios de casas pueden evitar perder sus hogares debido a demoras de pagos. Para información en español llame a su prestamista.

## STATEMENTS OF POLICY

Loan Number: 0101596526  
Property Address: 41 TENTH STREET, DU BOIS PA, 15801  
Original Lender: Citi Residential Lending  
Current Lender/Servicer: Citi Residential Lending

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

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PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

June 13, 2008

Loan Number: 0101596526

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

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

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

**NATURE OF THE DEFAULT** -The MORTGAGE debt by the above lender on your property located at:  
41 TENTH STREET, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

06/01/07 thru 06/01/08

Minimum Payments plus late charge or other fees: \$26144.62

Minimum Amount to Cure Default: \$26144.62

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION **(Do not use if not applicable):N/A**

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$26144.62 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Citi Residential Lending  
P.O. Box 5926  
Carol Stream, IL 60197-5926

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Citi Residential Lending  
PO Box 11000  
Santa Ana, CA 92711-1000  
Phone Number 800-430-5262  
Fax Number 949-862-3526

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

**ASSUMPTION OF MORTGAGE** -- You        may or   X   may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED**

If you need additional assistance or counseling you may also find a Housing Counseling Agency in your area by calling Toll-free (800) 569-4287 or TDD (800) 877-8339.

Citi Residential Lending

Cc: Citi Residential Lending  
Attn: Collections Department

Loan Number: 0101596526  
Mailed by 1st Class Mail and by Certified Mail

## **Homeowner's Emergency Assistance Program**

### **Clearfield County**

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

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

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

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

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

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

# *Exhibit C*



## **Liberty Bell Agency, Inc.**

701 Market Street, Mellon Independence Center - Suite 5001, Philadelphia, PA 19106  
(215) 625-3660 □ FAX: (215) 625-3689

Monday, August 04, 2008

## FORECLOSURE REPORT

Order #: LBA-0808653

THIS SEARCH COVERS THE PERIOD TO: 07/28/2008

<b>PREMISES:</b> 41 10th Street, Du Bois, PA, 15801																									
<b>PARCEL NUMBER(s):</b> 7.2-029-000-09922	<b>TAX ASSESSMENT(s):</b> 2008 \$28,325.00																								
<b>OWNER OF RECORD:</b> <b>Robert A. Rossi and Lisa A. Rossi, husband and wife</b> by deed from Martin A. Schaeffer and Kelly Barrett Schaeffer, husband and wife Dated: 4/23/02 and recorded: 4/25/02 in Instrument #200206455																									
<b>FEDERAL LIENS:</b>	#2007-1268 8/8/07 \$29,144.53 -vs- Rossi Enterprises, Paul A. Weaver Jewelers & Robert A. & Lisa A. Rossi Internal Revenue Service																								
<b>BANKRUPTCIES:</b>	None of record																								
<b>DELINQUENT TAXES:</b>	Delinquent taxes and tax claims, if available, are shown hereafter. Possible additional tax delinquencies may exist, but may not be readily available. Certifications need to be obtained to determine whether outstanding tax obligations exist. Taxes appear to be paid thru 2007.																								
<b>MUNICIPAL LIENS:</b>	None of record																								
<b>MORTGAGES:</b>	<table border="0"> <tr> <td>3 of record</td> <td>Robert A. Rossi and Lisa A. Rossi</td> </tr> <tr> <td>\$200,000.00</td> <td>Ameriquest Mortgage Company</td> </tr> <tr> <td>To:</td> <td>1100 Town &amp; Country Road, Ste 200, Orange, Ca. 92868</td> </tr> <tr> <td></td> <td>Dated: 1/11/05 and recorded: 1/18/05 in Instrument #200500816</td> </tr> </table> <p>Subordination Agreement recorded: 1/18/05 in Instrument #200500817</p> <table border="0"> <tr> <td>\$25,466.56</td> <td>Robert A. Rossi and Lisa A. Rossi</td> </tr> <tr> <td>To:</td> <td>S&amp;T Bank</td> </tr> <tr> <td></td> <td>614 Liberty Avenue, DuBois, Pa. 15801</td> </tr> <tr> <td></td> <td>Dated: 10/11/04 and recorded: 10/18/04 in Instrument #200416930</td> </tr> </table> <table border="0"> <tr> <td>\$150,000.00</td> <td>Robert A. Rossi and Lisa A. Rossi</td> </tr> <tr> <td>To:</td> <td>Clearfield Bank &amp; Trust Company</td> </tr> <tr> <td></td> <td>91 Beaver Drive, DuBois, Pa. 15801</td> </tr> <tr> <td></td> <td>Dated: 7/1/05 and recorded: 7/1/05 in Instrument #200509917</td> </tr> </table>	3 of record	Robert A. Rossi and Lisa A. Rossi	\$200,000.00	Ameriquest Mortgage Company	To:	1100 Town & Country Road, Ste 200, Orange, Ca. 92868		Dated: 1/11/05 and recorded: 1/18/05 in Instrument #200500816	\$25,466.56	Robert A. Rossi and Lisa A. Rossi	To:	S&T Bank		614 Liberty Avenue, DuBois, Pa. 15801		Dated: 10/11/04 and recorded: 10/18/04 in Instrument #200416930	\$150,000.00	Robert A. Rossi and Lisa A. Rossi	To:	Clearfield Bank & Trust Company		91 Beaver Drive, DuBois, Pa. 15801		Dated: 7/1/05 and recorded: 7/1/05 in Instrument #200509917
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Liberty Bell Agency, Inc. certifies these search results as based upon the examination of evidence recorded in the appropriate public records for those categories searched. Upon full payment of the price of this report, liability hereunder, in an amount not exceeding \$2000 dollars, is assumed by Liberty Bell Agency, Inc. solely in its capacity as an abstractor for its negligence, mistakes or omissions, and only for the time period searched. This report does not constitute title insurance, nor is it a commitment to issue title insurance. This report shall NOT be used in a real estate or loan settlement or closing, as possible additional public records may need to be searched, and additional requirements may be added to this report.

ATTACHED TO AND FORMING PART OF SEARCH.

JUDGMENTS:	#2007-1251 S&T Bank 456 Main Street, P.O. Box D, Brockway, Pa. 15824	8/3/07	\$28,289.75	-vs-	Robert A. & Lisa A. Rossi & Rossi Enterprises
	#2007-1718 Vigilant Security Inc. 2168 Sandy Drive, State College, Pa. 16803	10/22/07	\$8,646.19	-vs-	Robert A. Rossi
	#2007-1788 S&T Bank 456 Main Street, P.O. Box D, Brockway, Pa. 15824	11/5/07	\$2,059.37	-vs-	Robert Rossi and Paul A. Weaver Jewelers
MECHANICS CLAIMS:	None of record				
Other Claims/Liens:	None of record				
SUPPORT LIENS:	Overdue support payments become liens on all real property owned by an obligor on the date the payment was due. Certifications may need to be obtained to determine the priority of the lien relative to the lien being foreclosed. Pa.R.C.P. 3129 Notice should be sent to the <b>PA Department of Public Welfare</b> and the <b>Clearfield Domestic Relations Office</b> . Contact this office if mailing addresses are requested.				
REMARKS:	Divorce Complaint filed 9/13/07 and granted 5/27/08 in #2007-1505.				

Liberty Bell Agency, Inc. certifies these search results as based upon the examination of evidence recorded in the appropriate public records for those categories searched. Upon full payment of the price of this report, liability hereunder, in an amount not exceeding \$2000 dollars, is assumed by Liberty Bell Agency, Inc. solely in its capacity as an abstracter for its negligence, mistakes or omissions, and only for the time period searched. This report does not constitute title insurance, nor is it a commitment to issue title insurance. This report shall NOT be used in a real estate or loan settlement or closing, as possible additional public records may need to be searched, and additional requirements may be added to this report.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

01/01/35/51  
OCT 13 2008

(610)

S William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Atty Lewis  
(local counsel)

DEUTSCHE BANK NATIONAL TRUST COMPANY)  
AS TRUSTEE, IN TRUST FOR THE )  
REGISTERED HOLDERS OF AMERIQUEST )  
MORTGAGE SECURITIES, INC., ASSET- )  
BACKED PASS-THROUGH CERTIFICATES )  
SERIES 2005-R4. )  
10801 6th Street )  
Suite 130 )  
Rancho Cucamonga, CA 91730 )  
)  
Plaintiff, )  
)  
vs. ) No. 2008-1602-CD  
)  
LISA A. ROSSI )  
ROBERT A. ROSSI )  
**Mortgagors and Real Owners** )  
41 Tenth Street )  
Du Bois, PA 15801 )  
)  
THE UNITED STATES OF AMERICA, )  
)  
Defendants. )

CONSENT JUDGMENT

AND NOW, to wit, this 10<sup>th</sup> day of October, 2008, it appearing that counsel for plaintiff and counsel for defendant, United States of America, have consented to the entry of the within Order on behalf of their respective clients, it is hereby ORDERED, ADJUDGED and DECREED that a judgment be entered in favor of the plaintiff and against the United States of America for foreclosure of the mortgage of plaintiff in the within cause and for sale of the mortgaged property of defendant(s) LISA A. ROSSI AND ROBERT A. ROSSI.

It is further ORDERED, ADJUDGED and DECREED that defendant, United States of America, shall be notified by plaintiff of the

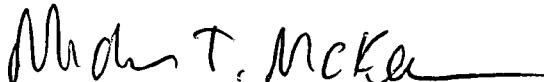
date, time and place scheduled for any sheriff's sale of the real property of the aforesaid defendant(s); that the United States of America shall be entitled to payment from the proceeds of the sheriff's sale to the extent its proper priority would entitle it to the same; and that the United States of America shall be entitled to redeem the aforesaid property within 120 days from the date of sale, as provided by 28 U.S.C. § 2410.

Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

BY THE COURT:



Consented to by:



MICHAEL T. MCKEEVER, ESQ.  
Counsel for Plaintiff



MICHAEL C. COLVILLE  
Assistant U.S. Attorney  
Counsel for Defendant  
United States of America

**FILED**

OCT 13 2008

Prothonotary/Clerk of Courts  
William A Shaw

DATE: 10/13/08

X

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other  
 Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104579  
NO: 08-1602-CD  
SERVICES 3  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee  
vs.  
DEFENDANT: LISA A. ROSSI and ROBERT A. ROSSI, THE UNITED STATES OF AMERICA

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	350504	30.00
SHERIFF HAWKINS	GOLDBECK	350504	53.23

5  
FILED  
013:45 pm  
JAN 08 2009  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104638  
NO: 08-1602-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee  
VS.  
DEFENDANT: LISA A. ROSSI and ROBERT A. ROSSI

**SHERIFF RETURN**

---

NOW, September 16, 2008, SHERIFF OF YORK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT A. ROSSI.

NOW, October 08, 2008 AT 9:45 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT A. ROSSI, DEFENDANT. THE RETURN OF YORK COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

5  
FILED  
03/09/09  
JAN 09 2009  
WAS  
LM  
William A. Shaeffer  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104638  
NO: 08-1602-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee

vs.

DEFENDANT: LISA A. ROSSI and ROBERT A. ROSSI

**SHERIFF RETURN**

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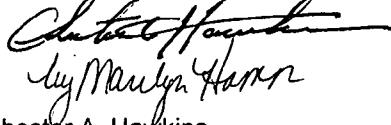
**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	352064	10.00
SHERIFF HAWKINS	GOLDBECK	352064	12.00
YORK CO.	GOLDBECK	352065	100.00
YORK CO.	GOLDBECK	358803	29.48

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2009

  
Chester A. Hawkins  
Sheriff

COUNTY OF YORK

1  
✓  
OFFICE OF THE SHERIFF

45 N. GEORGE ST., YORK, PA 17401

SERVICE CALL  
(717) 771-9601SHERIFF SERVICE  
PROCESS RECEIPT and AFFIDAVIT OF RETURNINSTRUCTIONS  
PLEASE TYPE ONLY LINE 1 THRU 12  
DO NOT DETACH ANY COPIES

1. PLAINTIFF/S/

Deutsche Bank

3. DEFENDANT/S/

Lisa A. Rossi, + Robert A. Rossi

SERVE

→ AT

5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED, OR SOLD

6. ADDRESS (STREET OR RFD WITH BOX NUMBER, APT NO., CITY, BORO, TWP., STATE AND ZIP CODE)

7. INDICATE SERVICE:  PERSONAL  PERSON IN CHARGE  DEPUTIZE  CERT. MAIL  1ST CLASS MAIL  POSTED  OTHER

NOW \_\_\_\_\_, 20\_\_\_\_\_, I, SHERIFF OF YORK COUNTY, PA, do hereby depose the sheriff of \_\_\_\_\_ COUNTY to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. \_\_\_\_\_ SHERIFF OF YORK COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.

2. COURT NUMBER

2008-1602-CD

4. TYPE OF WRIT OR COMPLAINT

CLM/ NOTICE Deinote

Mortgage Foreclose

ADV FEE PAID BY ATTY:

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction, or removal of any property before sheriff's sale thereof.

9. TYPE NAME and ADDRESS of ATTORNEY / ORIGINATOR and SIGNATURE *Michael T. Maher* 10. TELEPHONE NUMBER *215-825-6365* 11. DATE FILED *9-10-2008*12. SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW: (This area must be completed if notice is to be mailed)  
Philadelphia, PA 19106 CLEARFIELD CO SHERIFFOUT OF COUNTY  
CLEARFIELD

## SPACE BELOW FOR USE OF THE SHERIFF - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above. 14. DATE RECEIVED *9-18-08* 15. Expiration/Hearing Date *10-10-2008*16. HOW SERVED: PERSONAL  RESIDENCE ( ) POSTED ( ) POE ( ) SHERIFF'S OFFICE ( ) OTHER ( ) SEE REMARKS BELOW17.  I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, etc. named above. (See remarks below.)18. NAME AND TITLE OF INDIVIDUAL SERVED / LIST ADDRESS HERE IF NOT SHOWN ABOVE (Relationship to Defendant) 19. Date of Service *10/08/08* 20. Time of Service *9:45*

19. ATTEMPTS Date Time Miles Int. Date Time Miles Int.

20. REMARKS: *Yolanda Rossi ROBERT ROSSI*#368803  
PO in 4th  
11-7-0823. Advance Costs *\$100.00* 24. Service Costs *18.00* 25. N/F *106.48* 26. Mileage *124.48* 27. Postage *5.00* 28. Sub Total *129.48* 29. Pound *30. Notary* 31. Surchrg. *32. Tot. Costs* 33. Costs Due or Refund *29.48* 34. Check No34. Foreign County Costs *35. Advance Costs* 36. Service Costs *37. Notary Cert.* 38. Mileage/Postage/Not Found *39. Total Costs* 40. Costs Due or Refund41. AFFIRMED and subscribed to before me this *17th* day of *NOVEMBER* 2008, at *YORK, PENNSYLVANIA* PROTHONOTARYNOTARIAL SEAL  
LISA L. BOWMAN, NOTARY PUBLIC  
CITY OF YORK, YORK COUNTY  
MY COMMISSION EXPIRES AUG. 12, 200944. Signature of  
Dep. Sheriff *T.A. Stratel-164* 45. DATE *16/08/08*  
46. Signature of York  
County Sheriff *Keuerleber 3rd year ACTING SHERIFF* 47. DATE48. Signature of Foreign  
County Sheriff *RICHARD P. KEUERLEBER, SHERIFF* 49. DATE *11-17-2008*50. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE  
OF AUTHORIZED ISSUING AUTHORITY AND TITLE 51. DATE RECEIVED

WORK PA

2008 SEP 18 PM 1 37

RECEIVED  
DEPT. OF THE STATE SHERIFF



**CHESTER A. HAWKINS**  
**SHERIFF**

# Sheriff's Office Clearfield County

**COURTHOUSE**  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641  
FAX (814) 765-5915  
  
ROBERT SNYDER  
CHIEF DEPUTY  
  
MARILYN HAMM  
DEPT. CLERK  
  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
  
KAREN BAUGHMAN  
CLERK TYPIST  
  
PETER F. SMITH  
SOLICITOR

## DEPUTATION

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

PAGE 104638

TERM & NO. 08-1602-CD

DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee

## COMPLAINT IN MORTGAGE FORECLOSURE

VS.

LISA A. ROSSI and ROBERT A. ROSSI

**SERVE BY: 10/10/08**  
**COURT DATE:**

**MAKE REFUND PAYABLE TO GOLDBECK MCCAFFERTY & MCKEEVER**

**SERVE:** ROBERT A. ROSSI

**ADDRESS:** 175 RIDGE ROAD, ETTERS, PA 17319

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF YORK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, September 16, 2008.

RESPECTFULLY,

Charles H. Parker

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

ember 16, 2008.  
RECEIVED  
THE SHERIFF  
2008 SEP 18 PM 1 38  
WORK PA

**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: MICHAEL T. MCKEEVER  
ATTORNEY I.D. #56129  
SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(866) 413-2311  
WWW.GOLDBECKLAW.COM  
**ATTORNEY FOR PLAINTIFF**

**ATTORNEY  
COPY**

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS  
TRUSTEE, IN TRUST FOR THE REGISTERED  
HOLDERS OF AMERIQUEST MORTGAGE SECURITIES  
INC., ASSET-BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

*Plaintiff*

vs.

LISA A. ROSSI  
ROBERT A. ROSSI  
**Mortgagors and Record Owners**  
41 Tenth Street  
Du Bois, PA 15801

THE UNITED STATES OF AMERICA

*Defendants*

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL WRITING

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
CIVIL ACTION - LAW  
ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2008-1002-CD

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

NOTICE

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

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

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

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

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

9/10/08 Document  
Reinstated/Released to Sheriff/Attorney  
for service.

Deputy Prothonotary

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

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

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD's website [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes.
- 4). Pennsylvania Housing Finance Agency also offers other loan programs that may assist homeowners in default. Please See the PHFA website <http://www.phfa.org/consumers/homeowners/real.aspx>.
- 5). Call the Plaintiff (your lender) at 800-211-6926 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 6). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homeretention@goldbecklaw.com](mailto:homeretention@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 70230FC.

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

**ATTORNEY  
COPY**

1. Plaintiff is DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4, THE OFFICE, 1500 Street, Suite 130 Rancho Cucamonga, CA 91730.

2. The names and addresses of the Defendants are LISA A. ROSSI, 175 Ridge Road, Etters, PA 17319 and ROBERT A. ROSSI, 175 Ridge Road, Etters, PA 17319, who are the mortgagors and record owners of the mortgaged premises hereinafter described.

3. Defendant, THE UNITED STATES OF AMERICA, is named a Defendant pursuant to 28 U.S.C. Section 2410, and Plaintiff requests that a judicial sale be held of the Property.

4. On January 11, 2005 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to AMERIQUEST MORTGAGE COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200500816. The mortgage has been assigned to: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4, by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.

5. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").

6. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for June 01, 2007 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.

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

Principal Balance .....	\$196,738.45
Interest from 05/01/2007 through 08/31/2008 at 3.9900%.....	\$23,692.05
Per Diem interest rate at \$48.45	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph	\$9,836.92
Late Charges from 06/01/2007 to 08/31/2008 .....	\$1,441.04
Monthly late charge amount at \$96.47	
Costs of suit and Title Search .....	\$900.00
Escrow Advance .....	\$2,828.74
Fees .....	\$28.50
Recoverable Balance.....	\$176.00
Monthly Escrow amount \$346.47	
	<hr/>
	\$235,647.68

8. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in

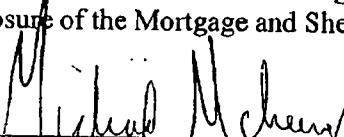
conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

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

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

11. THE UNITED STATES OF AMERICA, the above named Defendant, has a lien filed of record, set forth in Exhibit ' C ' which is attached and made part of this Complaint.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$235,647.68, together with interest at the rate of \$48.45, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

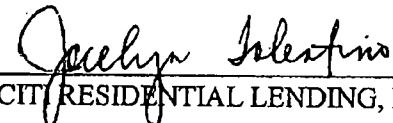
By: 

**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: MICHAEL T. MCKEEVER, ESQUIRE  
ATTORNEY FOR PLAINTIFF

VERIFICATION

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

Date: August 21, 2008

  
\_\_\_\_\_  
CITI RESIDENTIAL LENDING, INC.

0101596526 LISA A. ROSSI and ROBERT A. ROSSI

# *Exhibit A*

Order Number: 000086947

Re: ROBERT ROSSI  
LISA ROSSI41 TENTH STREET  
DU BOIS, PA 15801  
CLEARFIELD County

## EXHIBIT 'A'

ALL that certain piece, parcel or lot of land, lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit,

BEGINNING at an iron pin in the southerly line of Tenth Street, being also the northeast corner of Lot No. 19; thence by line of Tenth Street the following courses and distances: North 71 degrees 37' 28" East 71.70 feet to an iron pin, thence by same by a curve to the right with a 25 foot radius having a bearing of South 49 degrees 16' 16" East 42.91 feet to an iron pin (with an arc distance of 51.58 feet); thence still by same South 9 degrees 50' West 128.09 feet to an iron pin the northeast corner of Lot No. 21; thence by the Northerly line of Lot No. 21 South 88 degrees 14' 13" West 162.09 feet to an Iron pin the southeast corner of Lot No. 19; thence by the Easterly line of Lot No. 19 North 9 degrees 50' East 136.75 feet to an iron pin and the place of beginning.

BEING Lot No. 20 in the Maple View Estates plan of lots located in the City of DuBois, Clearfield County, Pennsylvania.

UNDER AND SUBJECT, nevertheless, to all of the conditions, restrictions, exceptions and reservations set forth in prior Deeds of Conveyance, including, but not limited to those express conditions specifically set forth in Deed of Andrew J. Burik and Karen M. Burik to Martin A. Schaeffer and Kelly Barrett Schaeffer, dated February 12, 1996, and recorded in Clearfield County Deeds and Records Book Vol. 1736, Page 314.

UNDER AND SUBJECT to all sewer lines in, on, or underlying and premises with the right to go on said premises to repair, maintain and replace the same.

FURTHER UNDER AND SUBJECT to all exceptions and reservations and easements of record or which can be determined by an inspection of the premises.

FURTHER UNDER AND SUBJECT to right of City of DuBois to construct, repair or replace any culvert pipes or for construction of repair of any utility lines which may run on, under, or upon the subject premises.

Inst. 200206455

MAP #7.2-29-9922 CONTROL #0072-48269

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*Exhibit B*

P.O. Box 11000  
Santa Ana, CA 92711-1000



7182 6389 3060 1257 5818

Citi Residential Lending



June 13, 2008

ROBERT A ROSSI  
41 TENTH STREET  
DU BOIS, PA 15801

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

AVISO: Este documento explica como los propietarios de casas pueden evitar perder sus hogares debido a demoras de pagos. Para información en español llame a su prestamista.

### STATEMENTS OF POLICY

Loan Number: 0101596526  
Property Address: 41 TENTH STREET, DU BOIS PA, 15801  
Original Lender: Citi Residential Lending  
Current Lender/Servicer: Citi Residential Lending

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

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO

PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

June 13, 2008

Loan Number: 0101596526

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt by the above lender on your property located at: 41 TENTH STREET, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

06/01/07 thru 06/01/08

Minimum Payments plus late charge or other fees: \$26144.62

Minimum Amount to Cure Default: \$26144.62

**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION** (Do not use if not applicable): N/A

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$26144.62 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Citi Residential Lending  
P.O. Box 5926  
Carol Stream, IL 60197-5926

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Citi Residential Lending  
PO Box 11000  
Santa Ana, CA 92711-1000  
Phone Number 800-430-5262  
Fax Number 949-862-3526

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

**ASSUMPTION OF MORTGAGE**-- You        may or   X   may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED**

If you need additional assistance or counseling you may also find a Housing Counseling Agency in your area by calling Toll-free (800) 569-4287 or TDD (800) 877-8339.

Citi Residential Lending

Cc: Citi Residential Lending  
Attn: Collections Department

Loan Number: 0101596526  
Mailed by 1st Class Mail and by Certified Mail

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## **Homeowner's Emergency Assistance Program**

### **Clearfield County**

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

---

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

---

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

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

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

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

Citi Residential Lending  
P.O. Box 11000  
Santa Ana, CA 92711-1000



June 13, 2008

#BWNKZZS  
LISA A ROSSI  
41 TENTH STREET  
DU BOIS, PA 15801

ENR/NPR

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

**LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN**

PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

June 13, 2008

Loan Number: 0101596526

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt by the above lender on your property located at:  
41 TENTH STREET, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

06/01/07 thru 06/01/08

Minimum Payments plus late charge or other fees: \$26144.62

Minimum Amount to Cure Default: \$26144.62

**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION** (Do not use if not applicable): N/A

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$26144.62 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Citi Residential Lending  
P.O. Box 5926  
Carol Stream, IL 60197-5926

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Citi Residential Lending  
PO Box 11000  
Santa Ana, CA 92711-1000  
Phone Number 800-430-5262  
Fax Number 949-862-3528

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

**ASSUMPTION OF MORTGAGE**-- You        may or   X   may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED**

If you need additional assistance or counseling you may also find a Housing Counseling Agency in your area by calling toll-free (800) 589-4287 or TDD (800) 477-8384.

Citi Residential Lending

cc: Citi Residential Lending  
Attn: Collections Department

Loan Number: 0101596526  
Mailed by 1st Class Mail and by Certified Mail

## **Homeowner's Emergency Assistance Program**

### **Clearfield County**

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

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

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

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

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

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

# *Exhibit C*



## Liberty Bell Agency, Inc.

701 Market Street, Mellon Independence Center - Suite 5001, Philadelphia, PA 19106  
(215) 625-3660  FAX: (215) 625-3689

Monday, August 04, 2008

### FORECLOSURE REPORT

Order #: LBA-0808653

THIS SEARCH COVERS THE PERIOD TO: **07/28/2008**

<b>PREMISES:</b> 41 10th Street, Du Bois, PA, 15801				
<b>PARCEL NUMBER(s):</b> 7.2-029-000-09922		<b>TAX ASSESSMENT(s):</b> 2008 \$28,325.00		
<b>OWNER OF RECORD:</b> Robert A. Rossi and Lisa A. Rossi, husband and wife by deed from Martin A. Schaeffer and Kelly Barrett Schaeffer, husband and wife Dated: 4/23/02 and recorded: 4/25/02 in Instrument #200206455				
<b>FEDERAL LIENS:</b> #2007-1268 8/8/07 \$29,144.53 -vs- Rossi Enterprises, Paul Internal Revenue Service A. Weaver Jewelers & Robert A. & Lisa A. Rossi				
<b>BANKRUPTCIES:</b> None of record				
<b>DELINQUENT TAXES:</b> Delinquent taxes and tax claims, if available, are shown hereafter. Possible additional tax delinquencies may exist, but may not be readily available. Certifications need to be obtained to determine whether outstanding tax obligations exist. Taxes appear to be paid thru 2007.				
<b>MUNICIPAL LIENS:</b> None of record				
<b>MORTGAGES:</b> 3 of record \$200,000.00 Robert A. Rossi and Lisa A. Rossi To: Ameriquest Mortgage Company 1100 Town & Country Road, Ste 200, Orange, Ca. 92868 Dated: 1/11/05 and recorded: 1/18/05 in Instrument #200500816				
Subordination Agreement recorded: 1/18/05 in Instrument #200500817				
\$25,466.06 Robert A. Rossi and Lisa A. Rossi To: S&T Bank 614 Liberty Avenue, DuBois, Pa. 15801 Dated: 10/11/04 and recorded: 10/18/04 in Instrument #200416930				
\$150,000.00 Robert A. Rossi and Lisa A. Rossi To: Clearfield Bank & Trust Company 1 Beaver Avenue, DuBois, Pa. 15801 Dated: 1/1/05 and recorded: 1/1/05 in instrument #200500917				

Liberty Bell Agency, Inc. certifies these search results as based upon the examination of evidence recorded in the appropriate public records for those categories searched. Upon full payment of the price of this report, liability hereunder, in an amount not exceeding \$2000 dollars, is assumed by Liberty Bell Agency, Inc. solely in its capacity as an abstractor for its negligence, mistakes or omissions, and only for the time period searched. This report does not constitute title insurance, nor is it a commitment to issue title insurance. This report shall **NOT** be used in a real estate or loan settlement or closing, as possible additional public records may need to be searched, and additional requirements may be added to this report.

Date: 8/26/2008 Clearfield County Court of Common Pleas NO. 1925605  
Time: 12:31 PM Receipt Page 1 of 1

Received of: McKeever, Michael T. (attorney for Deuts \$ 95.00

Ninety-Five and 00/100 Dollars

Case:	Plaintiff:	Amount
2008-01602-CD	Deutsche Bank National Trust C	
Civil Complaint		95.00
<b>Total:</b>		<b>95.00</b>

Check: 350503

Payment Method: Check William A. Shaw, Prothonotary/Clerk of cou  
mount Tendered: 95.00  
change Returned: 0.00 By:  
Clerk: LMILLER Deputy Clerk

**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: MICHAEL T. MCKEEVER  
ATTORNEY I.D. #56129  
SUITE 5000 – MELLON INDEPENDENCE CENTER  
701 MARKET STREET  
PHILADELPHIA, PA 19106  
(866) 413-2311  
WWW.GOLDBECKLAW.COM  
ATTORNEY FOR PLAINTIFF

**ATTORNEY  
COPY**

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS  
TRUSTEE, IN TRUST FOR THE REGISTERED  
HOLDERS OF AMERIQUEST MORTGAGE SECURITIES  
INC., ASSET-BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

*Plaintiff*  
vs.  
LISA A. ROSSI  
ROBERT A. ROSSI  
**Mortgagors and Record Owners**  
41 Tenth Street  
Du Bois, PA 15801

THE UNITED STATES OF AMERICA

*Defendants*

**COPY**

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF  
THE ORIGINAL AS FILED.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
CIVIL ACTION - LAW  
ACTION OF MORTGAGE FORECLOSURE

Term \_\_\_\_\_  
No. 2008-1602-CD

**CIVIL ACTION: MORTGAGE  
FORECLOSURE**

NOTICE

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

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

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

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

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

9/10/08 Document  
Reinstated/Released to Sheriff/Attorney  
for service.

*Walt L. Chang*  
Deputy Prothonotary

A V I S O

LE HAN DEMANDADO A USTED EN LA CORTE. SI DESEA DEFENDERSE CONTRA LAS QUEJAS PERESENTADAS, ES ABSOLUTAMENTE NECESSARIO QUE USTED RESPONDA DENTRO DE 20 DIAS DESPUES DE SER SERVIDO CON ESTA DEMANDA Y AVISO. PARA DEFENDERSE ES NECESSARIO QUE USTED, O SU ABOGADO, REGISTRE CON LA CORTE EN FORMA ESCRITA, EL PUNTO DE VISTA DE USTED Y CUALQUIER OBJECCION CONTRA LAS QUEJAS EN ESTA DEMANDA.

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

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

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

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

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

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

Resources available for Homeowners in Foreclosure

**ACT NOW!**

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD's website: [www.hud.gov](http://www.hud.gov) for Help for Homeowners Facing the Loss of Their Homes
- 4). Pennsylvania Housing Finance Agency also offers other loan programs that may assist homeowners in default. Please See the PHFA website <http://www.phfa.org/consumers/homeowners/real.aspx>.
- 5). Call the Plaintiff (your lender) at 800-211-6926 and ask to speak to someone about Loss Mitigation or Home Retention options.
- 6). Call or contact our office to request the amount to bring the account current, or payoff the mortgage or request a Loan Workout / Home Retention Package. Call our toll free number at 1-866-413-2311 or via email at [homerelegation@goldbecklaw.com](mailto:homerelegation@goldbecklaw.com). Call Seth at 215-825-6329 or fax 215-825-6429. The figure and/or package you requested will be mailed to the address that you request or faxed if you leave a message with that information. The attorney in charge of our firm's Homeowner Retention Department is David Fein who can be reached at 215-825-6318 or Fax: 215-825-6418. Please reference our Attorney File Number of 70230FC.

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

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

COMPLAINT IN MORTGAGE FORECLOSURE

**ATTORNEY  
COPY**

1. Plaintiff is DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4, THE 8010 KELLY Street, Suite 130 Rancho Cucamonga, CA 91730.

2. The names and addresses of the Defendants are LISA A. ROSSI, 175 Ridge Road, Etters, PA 17319 and ROBERT A. ROSSI, 175 Ridge Road, Etters, PA 17319, who are the mortgagors and record owners of the mortgaged premises hereinafter described.

3. Defendant, THE UNITED STATES OF AMERICA, is named a Defendant pursuant to 28 U.S.C. Section 2410, and Plaintiff requests that a judicial sale be held of the Property.

4. On January 11, 2005 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to AMERIQUEST MORTGAGE COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #200500816. The mortgage has been assigned to: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4, by assignment of Mortgage. Plaintiff is the real party in interest pursuant to a purchase or transfer of the mortgage obligation from the last record holder and an Assignment of Mortgage to Plaintiff has been and/or will be lodged for recording with the Recorder of Deeds in the ordinary course of business. The Mortgage and assignment(s) are matters of public record and are incorporated by this reference in accordance with Pennsylvania Rule of Civil Procedure 1019(g); which Rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are matters of public record.

5. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").

6. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for June 01, 2007 and each month thereafter and by the terms of the Mortgage, upon default in such payments for a period of one month or more, the entire principal balance and all interest due and other charges are due and collectible.

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

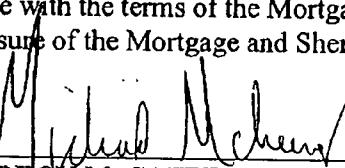
Principal Balance .....	\$196,738.43
Interest from 05/01/2007 through 08/31/2008 at 8.9900%.....	\$23,692.05
Per Diem interest rate at \$48.45	
Reasonable Attorney's Fee at 5% of Principal Balance as more fully explained in the next numbered paragraph .....	\$9,836.92
Late Charges from 06/01/2007 to 08/31/2008 .....	\$1,441.04
Monthly late charge amount at \$96.47	
Costs of suit and Title Search .....	\$900.00
Escrow Advance .....	\$2,828.74
Fees .....	\$28.50
Recoverable Balance.....	\$176.00
Monthly Escrow amount \$346.47	
	<hr/>
	\$235,647.68

8. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in

conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees of up to 5% of the remaining principal balance in the event the Property is sold to a third party purchaser at Sheriff's Sale or if the complexity of the action requires additional fees in excess of the amount demanded in the Action.

9. Plaintiff is not seeking a judgment of personal liability (or an "in personam" judgment) against the Defendants in this Action but reserves its right to bring a separate Action to establish that right, if such right exists. If Defendants have received a discharge of their personal liability in a Bankruptcy proceeding, this Action of Mortgage Foreclosure is, in no way, an attempt to re-establish the personal liability that was discharged in Bankruptcy, but only to foreclose the Mortgage and sell the Property pursuant to Pennsylvania law.
10. Notice of Intention to Foreclose and a Notice of Homeowners' Emergency Mortgage Assistance has been sent to Defendants by certified and regular mail, as required by Act 160 of 1998 of the Commonwealth of Pennsylvania, on the date(s) set forth in the true and correct copy of such notice(s) attached hereto as Exhibit "B". The Defendants have not had the required face-to-face meeting within the required time and Plaintiff has no knowledge of any such meeting being requested by the Defendants through the Plaintiff, the Pennsylvania Housing Finance Agency, or any appropriate Consumer Credit Counseling Agency.
11. THE UNITED STATES OF AMERICA, the above named Defendant, has a lien filed of record, set forth in Exhibit 'C' which is attached and made part of this Complaint.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$235,647.68, together with interest at the rate of \$48.45, per day and other expenses, costs and charges incurred by the Plaintiff which are properly chargeable in accordance with the terms of the Mortgage and Pennsylvania law until the Mortgage is paid in full, and for the foreclosure of the Mortgage and Sheriff's Sale of the Property.

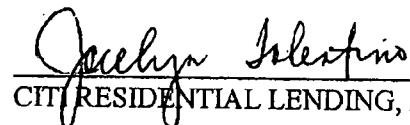
By: 

**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: MICHAEL T. MCKEEVER, ESQUIRE  
ATTORNEY FOR PLAINTIFF

**VERIFICATION**

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

Date: August 21, 2008

  
\_\_\_\_\_  
CITI RESIDENTIAL LENDING, INC.

0101596526 LISA A. ROSSI and ROBERT A. ROSSI

# *Exhibit A*

Order Number: 000086947

Re: ROBERT ROSSI  
LISA ROSSI41 TENTH STREET  
DU BOIS, PA 15801  
CLEARFIELD County

## EXHIBIT 'A'

ALL that certain piece, parcel or lot of land, lying and being situate in the City of DuBois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at an iron pin in the southerly line of Tenth Street, being also the northeast corner of Lot No. 19; thence by line of Tenth Street the following courses and distances: North 71 degrees 37' 28" East 71.70 feet to an iron pin; thence by same by a curve to the right with a 25 foot radius having a bearing of South 49 degrees 16' 16" East 42.91 feet to an iron pin (with an arc distance of 51.58 feet); thence still by same South 9 degrees 50' West 128.09 feet to an iron pin the northeast corner of Lot No. 21; thence by the Northerly line of Lot No. 21 South 88 degrees 14' 13" West 107.09 feet to an Iron pin the southeast corner of Lot No. 19; thence by the Easterly line of Lot No. 19 North 9 degrees 50' East 136.75 feet to an iron pin and the place of beginning.

BEING Lot No. 20 in the Maple View Estates plan of lots located in the City of DuBois, Clearfield County, Pennsylvania.

UNDER AND SUBJECT, nevertheless, to all of the conditions, restrictions, exceptions and reservations set forth in prior Deeds of Conveyance, including, but not limited to those express conditions specifically set forth in Deed of Andrew J. Burik and Karen M. Burik to Martin A. Schaeffer and Kelly Barrett Schaeffer, dated February 12, 1996, and recorded in Clearfield County Deeds and Records Book Vol. 1736, Page 314.

UNDER AND SUBJECT to all sewer lines in, on, or underlying and premises with the right to go on said premises to repair, maintain and replace the same.

FURTHER UNDER AND SUBJECT to all exceptions and reservations and easements of record or which can be determined by an inspection of the premises.

FURTHER UNDER AND SUBJECT to right of City of DuBois to construct, repair or replace any culvert pipes or for construction of repair of any utility lines which may run on, under, or upon the subject premises.

Inst. 200206455

MAP #7.2-29-9922 CONTROL #0072-48269

---

# *Exhibit B*

P.O. Box 11000  
Santa Ana, CA 92711-1000



7182 6389 3060 1257 5818

Citi Residential Lending



June 13, 2008

ROBERT A ROSSI  
41 TENTH STREET  
DU BOIS, PA 15801

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**AVISO:** Este documento explica como los propietarios de casas pueden evitar perder sus hogares debido a demoras de pagos. Para información en español llame a su prestamista.

### STATEMENTS OF POLICY

Loan Number: 0101596526  
Property Address: 41 TENTH STREET, DU BOIS PA, 15801  
Original Lender: Citi Residential Lending  
Current Lender/Servicer: Citi Residential Lending

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

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

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

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

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

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

**LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO**

PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

- **IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- **IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- **IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

June 13, 2008

Loan Number: 0101596526

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt by the above lender on your property located at:  
41 TENTH STREET, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT because:

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

06/01/07 thru 06/01/08

Minimum Payments plus late charge or other fees: \$26144.62

Minimum Amount to Cure Default: \$26144.62

**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION** (Do not use if not applicable): N/A

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$26144.62 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Citi Residential Lending  
P.O. Box 5926  
Carol Stream, IL 60197-5926

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

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Citi Residential Lending  
PO Box 11000  
Santa Ana, CA 92711-1000  
Phone Number 800-430-5262  
Fax Number 949-882-3528

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

**ASSUMPTION OF MORTGAGE**-- You        may or   X   may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED**

If you need additional assistance or counseling you may also find a Housing Counseling Agency in your area by calling Toll-free (800) 569-4287 or TDD (800) 877-8339.

Citi Residential Lending

Cc: Citi Residential Lending  
Attn: Collections Department

Loan Number: 0101596526  
Mailed by 1st Class Mail and by Certified Mail

## **Homeowner's Emergency Assistance Program Clearfield County**

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

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

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

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

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

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

Citi Residential Lending  
P.O. Box 11000  
Santa Ana, CA 92711-1000



June 13, 2008

#BWNKZZS  
LISA A ROSSI  
41 TENTH STREET  
DU BOIS, PA 15801

524-7 NPB

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**AVISO:** Este documento explica como los propietarios de casas pueden evitar perder sus hogares debido a demoras de pagos. Para información en español llame a su prestamista.

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Property Address: 41 TENTH STREET, DU BOIS PA, 15801  
Original Lender: Citi Residential Lending  
Current Lender/Servicer: Citi Residential Lending

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PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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June 13, 2008

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Minimum Amount to Cure Default: \$26144.62

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Citi Residential Lending  
P.O. Box 5926  
Carol Stream, IL 60197-5926

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

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

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Citi Residential Lending  
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Santa Ana, CA 92711-1000  
Phone Number 800-430-5262  
Fax Number 949-882-3528

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- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
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- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY ARE ATTACHED**

If you need additional assistance or counseling you may also find a Housing Counseling Agency in your area by calling toll-free (800) 589-4287 or TDD (800) 877-8339.

Citi Residential Lending

Cc: Citi Residential Lending  
Attn: Collections Department

Loan Number: 0101596526  
Mailed by 1st Class Mail and by Certified Mail

## **Homeowner's Emergency Assistance Program Clearfield County**

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

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

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

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

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

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

# *Exhibit C*



## Liberty Bell Agency, Inc.

701 Market Street, Mellon Independence Center - Suite 5001, Philadelphia, PA 19106  
(215) 625-3660 □ FAX: (215) 625-3689

Monday, August 04, 2008

### FORECLOSURE REPORT

Order #: LBA-0808653

THIS SEARCH COVERS THE PERIOD TO: **07/28/2008**

<b>PREMISES:</b> 41 10th Street, Du Bois, PA, 15801					
<b>PARCEL NUMBER(s):</b> 7.2-029-000-09922		<b>TAX ASSESSMENT(s):</b> 2008 \$28,325.00			
<b>OWNER OF RECORD:</b> <b>Robert A. Rossi and Lisa A. Rossi, husband and wife</b> by deed from Martin A. Schaeffer and Kelly Barrett Schaeffer, husband and wife Dated: 4/23/02 and recorded: 4/25/02 in Instrument #200206455					
<b>FEDERAL LIENS:</b> #2007-1268 8/8/07 \$29,144.53 -vs- Rossi Enterprises, Paul Internal Revenue Service A. Weaver Jewelers & Robert A. & Lisa A. Rossi					
<b>BANKRUPTCIES:</b> None of record					
<b>DELINQUENT TAXES:</b> Delinquent taxes and tax claims, if available, are shown hereafter. Possible additional tax delinquencies may exist, but may not be readily available. Certifications need to be obtained to determine whether outstanding tax obligations exist. Taxes appear to be paid thru 2007.					
<b>MUNICIPAL LIENS:</b> None of record					
<b>MORTGAGES:</b> 3 of record \$200,000.00 Robert A. Rossi and Lisa A. Rossi To: Ameriquest Mortgage Company 1100 Town & Country Road, Ste 200, Orange, Ca. 92868 Dated: 1/11/05 and recorded: 1/18/05 in Instrument #200500816					
Subordination Agreement recorded: 1/18/05 in Instrument #200500817					
\$25,466.56 Robert A. Rossi and Lisa A. Rossi To: S&T Bank 614 Liberty Avenue, DuBois, Pa. 15801 Dated: 10/11/04 and recorded: 10/18/04 in Instrument #200416920					
\$150,000.00 Robert A. Rossi and Lisa A. Rossi To: Clearfield Bank & Trust Company 1 Beaver Drive, DuBois, Pa. 15801 Dated: 1/1/05 and recorded: 1/1/05 in Instrument #200500917					

Liberty Bell Agency, Inc. certifies these search results as based upon the examination of evidence recorded in the appropriate public records for those categories searched. Upon full payment of the price of this report, liability hereunder, in an amount not exceeding \$2000 dollars, is assumed by Liberty Bell Agency, Inc. solely in its capacity as an abstractor for its negligence, mistakes or omissions, and only for the time period searched. This report does not constitute title insurance, nor is it a commitment to issue title insurance. This report shall NOT be used in a real estate or loan settlement or closing, as possible additional public records may need to be searched, and additional requirements may be added to this report.

Date: 8/26/2008 Clearfield County Court of Common Pleas NO. 1925605  
Time: 12:31 PM Receipt Page 1 of 1

Received of: McKeever, Michael T. (attorney for Deuts \$ 95.00

Ninety-Five and 00/100 Dollars

Case:	Plaintiff:	Amount
2008-01602-CD	Deutsche Bank National Trust C	
Civil Complaint		95.00
<b>Total:</b>		<b>95.00</b>

Check: 350503

Payment Method: Check William A. Shaw, Prothonotary/Clerk of cou  
mount: Tendered: 95.00  
change Returned: 0.00 By:  
Clerk: LMILLER Deputy Clerk

In the Court of Common Pleas of Clearfield County

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS  
TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF  
AMERIQUEST MORTGAGE SECURITIES INC., ASSET-  
BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-  
R4.

10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

Plaintiff

vs.

LISA A ROSSI  
ROBERT A. ROSSI  
(Mortgagor(s) and Record Owner(s))  
41 Tenth Street  
Du Bois, PA 15801

THE UNITED STATES OF AMERICA

Defendant(s)

No. 2008-1602-CD

**FILED** Atty pd 20.00  
M 12/33/09  
JAN 15 2009 Order of Judgm.  
(as Notice) to  
William A. Shaw Rossi Defs.  
Prothonotary/Clerk of Courts (61)

**PRAECIPE FOR JUDGMENT**

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

Enter the Judgment in favor of Plaintiff and against LISA A ROSSI and ROBERT A. ROSSI and THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE SIGNED CONSENT JUDGMENT by default for want of an Answer.

Assess damages as follows:

Debt \_\_\_\_\_ \$244,451.58

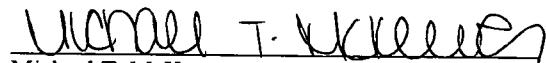
Interest from 01/15/2009 to Date of Sale \_\_\_\_\_

Total \_\_\_\_\_

(Assessment of Damages attached)

**I CERTIFY THAT FOREGOING ASSESSMENT OF DAMAGES IS FOR SPECIFIED AMOUNTS ALLEGED TO BE DUE IN THE COMPLAINT AND IS CALCULABLE AS A SUM CERTAIN FROM THE COMPLAINT.**

I certify that written notice of the intention to file this praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten days prior to the date of the filing of this praecipe. A copy of the notice is attached. R.C.P. 237.1

  
Michael T. McKeever  
Attorney for Plaintiff  
I.D. #56129

AND NOW January 15, 2009, Judgment is entered in favor of  
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS  
OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES  
2005-R4. and against LISA A ROSSI and ROBERT A. ROSSI and THE UNITED STATES OF AMERICA IN  
ACCORDANCE WITH THE SIGNED CONSENT JUDGMENT by default for want of an Answer and damages assessed in  
the sum of \$244,451.58 as per the above certification.

  
Prothonotary

Rule of Civil Procedure No. 236 – Revised

IN THE COURT OF COMMON PLEAS  
OF Clearfield COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS  
OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES  
2005-R4.

10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

Plaintiff

No. 2008-1602-CD

vs.

LISA A ROSSI  
ROBERT A. ROSSI  
(Mortgagors and Record Owner(s))  
41 Tenth Street  
Du Bois, PA 15801

Defendant(s)

THE UNITED STATES OF AMERICA

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

NOTICE

Notice is given that a judgment in the above-captioned matter has been entered against you.

William Shaw  
Prothonotary

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

Deputy

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

Michael T. McKeever  
**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

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

**DATE OF THIS NOTICE: November 13, 2008**

**TO:**

**LISA A. ROSSI**  
41 Tenth Street  
Du Bois, PA 15801

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE,  
IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST  
MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

*Plaintiff*

vs.

**LISA A. ROSSI**  
**ROBERT A. ROSSI**  
(Mortagor(s) and Record Owner(s))  
41 Tenth Street  
Du Bois, PA 15801

THE UNITED STATES OF AMERICA

*Defendant(s)*

**TO: LISA A. ROSSI**  
41 Tenth Street  
Du Bois, PA 15801

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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.

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

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

**Michael T. McKeever**  
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff  
Suite 5000 – 701 Market Street.  
Philadelphia, PA 19106 215-825-6318

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

DATE OF THIS NOTICE: November 13, 2008

TO:

**ROBERT A. ROSSI**  
41 Tenth Street  
Du Bois, PA 15801

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE,  
IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST  
MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

*Plaintiff*

vs.

**LISA A. ROSSI**  
**ROBERT A. ROSSI**  
(Mortgagor(s) and Record Owner(s))  
41 Tenth Street  
Du Bois, PA 15801

THE UNITED STATES OF AMERICA

*Defendant(s)*

TO: **ROBERT A. ROSSI**  
41 Tenth Street  
Du Bois, PA 15801

**IMPORTANT NOTICE**

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

In the Court of  
Common Pleas  
of Clearfield County

CIVIL ACTION - LAW

Action of  
Mortgage Foreclosure

Term  
No. 2008-1602-CD

*Michael T. McKeever*  
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff  
Suite 5000 - 701 Market Street.  
Philadelphia, PA 19106 215-825-6318

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

**DATE OF THIS NOTICE: November 13, 2008**

**TO:**

**LISA A. ROSSI**  
175 Ridge Road  
Etters, PA 17319

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE,  
IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST  
MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

*Plaintiff*

vs.

**LISA A. ROSSI**  
**ROBERT A. ROSSI**  
(Mortgagor(s) and Record Owner(s))  
41 Tenth Street  
Du Bois, PA 15801

THE UNITED STATES OF AMERICA

*Defendant(s)*

**TO: LISA A. ROSSI**  
175 Ridge Road  
Etters, PA 17319

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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P.O. Box 186  
Harrisburg, PA 17108  
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KEYSTONE LEGAL SERVICES  
211 1/2 E. Locust Street  
Clearfield, PA 16830  
814-765-9646

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 2008-1602-CD

*Michael T. McKeever*  
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff  
Suite 5000 – 701 Market Street.  
Philadelphia, PA 19106 215-825-6318

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

**DATE OF THIS NOTICE: November 13, 2008**

TO:

**ROBERT A. ROSSI**  
175 Ridge Road  
Etters, PA 17319

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE,  
IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST  
MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

*Plaintiff*

vs.

**LISA A. ROSSI**  
**ROBERT A. ROSSI**  
(Mortgagor(s) and Record Owner(s))  
41 Tenth Street  
Du Bois, PA 15801

THE UNITED STATES OF AMERICA

*Defendant(s)*

TO: **ROBERT A. ROSSI**  
175 Ridge Road  
Etters, PA 17319

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

In the Court of  
Common Pleas  
of Clearfield County

**CIVIL ACTION - LAW**

Action of  
Mortgage Foreclosure

Term  
No. 2008-1602-CD

**Michael T. McKeever**  
**GOLDBECK McCAFFERTY & MCKEEVER**  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff  
Suite 5000 – 701 Market Street.  
Philadelphia, PA 19106 215-825-6318

VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, LISA A ROSSI, is about unknown years of age, that Defendant's last known residence is 405 S. MAIN STREET, DUBOIS, PA 15801, and is engaged in the unknown business located at unknown address.

2. That Defendant is 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 Action of Congress of 1940 and its Amendments.

Date: 11/11/08

Michael T. McLean

VERIFICATION OF NON-MILITARY SERVICE

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

1. That the above named Defendant, ROBERT A. ROSSI, is about unknown years of age, that Defendant's last known residence is 175 Ridge Road, Etters, PA 17319, and is engaged in the unknown business located at unknown address.

2. That Defendant is 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 Action of Congress of 1940 and its Amendments.

Date: 1/14/00

Michael T. Mueller

GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

DEUTSCHE BANK NATIONAL TRUST COMPANY,  
AS TRUSTEE, IN TRUST FOR THE REGISTERED  
HOLDERS OF AMERIQUEST MORTGAGE  
SECURITIES INC., ASSET-BACKED PASS-  
THROUGH CERTIFICATES, SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

Plaintiff  
vs.

LISA A ROSSI  
ROBERT A. ROSSI  
(Mortgagor(s) and Record owner(s))  
41 Tenth Street  
Du Bois, PA 15801

Defendant(s)

THE UNITED STATES OF AMERICA

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2008-1602-CD

Michael T. McKeever  
Michael T. McKeever  
Attorney for Plaintiff

I hereby certify that the above names are correct and that the precise residence address of the judgment creditor is DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4. 10801 6th Street Suite 130 Rancho Cucamonga, CA 91730 and that the name(s) and last known address(es) of the Defendant(s) is/are LISA A ROSSI, 405 S. MAIN STREET DUBOIS, PA 15801 and ROBERT A. ROSSI, 175 Ridge Road Etters, PA 17319;

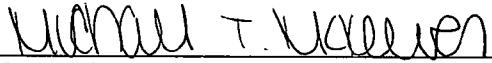
Michael T. McKeever  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

**ASSESSMENT OF DAMAGES**

TO THE PROTHONOTARY:

Kindly assess the damages in this case to be as follows:

Principal Balance	\$196,738.43
Interest from 05/01/2007 through 01/14/2009	\$30,281.25
Reasonable Attorney's Fee	\$9,836.92
Late Charges	\$1,929.39
Costs of Suit and Title Search	\$900.00
Escrow Payments Due 5 X \$346.47	\$1,732.35
Escrow Advance	\$2,828.74
Fees	\$28.50
Recoverable Balance	\$176.00
<hr/>	
	\$244,451.58

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

AND NOW, this 15<sup>th</sup> day of January, 2009 damages are assessed as above.

  
Pro Prothy

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

DEUTSCHE BANK NATIONAL TRUST COMPANY)  
AS TRUSTEE, IN TRUST FOR THE )  
REGISTERED HOLDERS OF AMERIQUEST )  
MORTGAGE SECURITIES, INC., ASSET- )  
BACKED PASS-THROUGH CERTIFICATES )  
SERIES 2005-R4. )  
10801 6th Street )  
Suite 130 )  
Rancho Cucamonga, CA 91730 )  
)  
Plaintiff, )  
)  
vs. ) No. 2008-1602-CD  
)  
LISA A. ROSSI )  
ROBERT A. ROSSI )  
Mortgagors and Real Owners )  
41 Tenth Street )  
Du Bois, PA 15801 )  
)  
THE UNITED STATES OF AMERICA, )  
)  
Defendants. )

CONSENT JUDGMENT

AND NOW, to wit, this 10<sup>th</sup> day of October,  
2008, it appearing that counsel for plaintiff and counsel for  
defendant, United States of America, have consented to the entry  
of the within Order on behalf of their respective clients, it is  
hereby ORDERED, ADJUDGED and DECREED that a judgment be entered  
in favor of the plaintiff and against the United States of  
America for foreclosure of the mortgage of plaintiff in the  
within cause and for sale of the mortgaged property of  
defendant(s) LISA A. ROSSI AND ROBERT A. ROSSI.

It is further ORDERED, ADJUDGED and DECREED that defendant,  
United States of America, shall be notified by plaintiff of the

date, time and place scheduled for any sheriff's sale of the real property of the aforesaid defendant(s); that the United States of America shall be entitled to payment from the proceeds of the sheriff's sale to the extent its proper priority would entitle it to the same; and that the United States of America shall be entitled to redeem the aforesaid property within 120 days from the date of sale, as provided by 28 U.S.C. § 2410.

Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

BY THE COURT:

/S/ Fredric J Ammerman

J.

Consented to by:

MICHAEL T. MCKEEVER

MICHAEL T. MCKEEVER, ESQ.  
Counsel for Plaintiff

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

OCT 13 2008

Attest.

*William Colville*  
Prothonotary/  
Clerk of Courts

MICHAEL C. COLVILLE  
MICHAEL C. COLVILLE  
Assistant U.S. Attorney  
Counsel for Defendant  
United States of America

**FILED**

JAN 15 2009

William A. Shaw  
Prothonotary/Clerk of Courts

RECEIVED  
JAN 15 2009

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P 3180-3183

Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

FILED Atty ad.  
M 13 2009 20.60  
JAN 15 2009 ICColewits  
S William A. Shaw  
Prothonotary/Clerk of Courts  
w/prop. desc.  
to Sheriff  
(61)

DEUTSCHE BANK NATIONAL TRUST COMPANY,  
AS TRUSTEE, IN TRUST FOR THE REGISTERED  
HOLDERS OF AMERIQUEST MORTGAGE  
SECURITIES INC., ASSET-BACKED PASS-  
THROUGH CERTIFICATES, SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

Plaintiff  
vs.

LISA A ROSSI  
ROBERT A. ROSSI  
Mortgagor(s) and Record Owner(s)  
41 Tenth Street  
Du Bois, PA 15801

Defendant(s)

THE UNITED STATES OF AMERICA

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2008-1602-CD

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$244,451.58

Interest from  
01/15/2009 to Date of  
Sale at 8.9900%

(Costs to be added)

Prothonotary costs

142.00

Michael T. McKeever  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever  
Attorney for Plaintiff

Term  
No. 2008-1602-CD  
**IN THE COURT OF COMMON PLEAS**

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS  
TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS  
OF AMERIQUEST MORTGAGE SECURITIES INC.,  
ASSET-BACKED PASS-THROUGH CERTIFICATES,  
SERIES 2005-R4.

vs.

LISA A ROSSI and  
ROBERT A. ROSSI  
(Mortgagor(s) and Record Owner(s))  
41 Tenth Street  
Du Bois, PA 15801

---

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

---

Michael T. McKeever  
\_\_\_\_\_  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322

Goldbeck McCafferty & McKeever  
BY: Michael T. McKeever  
Attorney I.D. #56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-627-1322  
Attorney for Plaintiff

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE, IN TRUST FOR THE  
REGISTERED HOLDERS OF AMERIQUEST  
MORTGAGE SECURITIES INC., ASSET-BACKED  
PASS-THROUGH CERTIFICATES, SERIES 2005-  
R4.

10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

Plaintiff  
vs.

LISA A ROSSI  
ROBERT A. ROSSI  
(**Mortgagor(s) and Record Owner(s)**)  
41 Tenth Street  
Du Bois, PA 15801

Defendant(s)

THE UNITED STATES OF AMERICA

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2008-1602-CD

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED  
HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES,  
SERIES 2005-R4., Plaintiff in the above action, by its attorney, Michael T. McKeever, Esquire, sets forth as of the date the  
praeceipe for the writ of execution was filed the following information concerning the real property located at:

41 Tenth Street  
Du Bois, PA 15801

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

LISA A ROSSI  
405 S. MAIN STREET  
DUBOIS, PA 15801

ROBERT A. ROSSI  
175 Ridge Road  
Etters, PA 17319

2. Name and address of Defendant(s) in the judgment:

LISA A ROSSI  
405 S. MAIN STREET  
DUBOIS, PA 15801

ROBERT A. ROSSI  
175 Ridge Road  
Etters, PA 17319

THE UNITED STATES OF AMERICA  
US Post Office & Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

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

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

S&T BANK  
456 Main Street  
P.O. Box D  
Brockway, PA 15824

VIGILANT SECURITY INC.  
2168 Sandy Drive  
State College, PA 16803

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

S&T BANK  
614 Liberty Avenue  
DuBois, PA 15801

CLEARFIELD BANK & TRUST COMPANY  
91 Beaver Drive  
DuBois, PA 15801

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

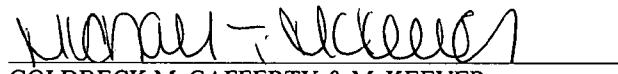
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale.

TENANTS/OCCUPANTS  
41 Tenth Street  
Du Bois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: January 14, 2009

  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE, IN TRUST FOR THE  
REGISTERED HOLDERS OF AMÉRIQUEST  
MORTGAGE SECURITIES INC., ASSET-  
BACKED PASS-THROUGH CERTIFICATES,  
SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

vs.

LISA A ROSSI  
ROBERT A. ROSSI  
41 Tenth Street  
Du Bois, PA 15801

THE UNITED STATES OF AMERICA

Commonwealth of Pennsylvania:

County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

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

PREMISES: 41 Tenth Street Du Bois, PA 15801

See Exhibit "A" attached

AMOUNT DUE	<u>\$244,451.58</u>
Interest From <u>01/15/2009</u>	
Through Date of Sale	

(Costs to be added)

Prothonotary costs 142.00

*Willie L. Sharpe*

Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated: 11/15/09

Deputy \_\_\_\_\_

Term  
No. 2008-1602-CD

IN THE COURT OF COMMON PLEAS

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS  
TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF  
AMERIQUEST MORTGAGE SECURITIES INC., ASSET-  
BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4.

vs.

LISA A ROSSI and  
ROBERT A. ROSSI  
Mortagor(s)  
41 Tenth Street Du Bois, PA 15801

WRIT OF EXECUTION

(Mortgage Foreclosure)

REAL DEBT	\$244,451.58
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 142.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	\$ _____
Judg. Fee	\$ _____
Cr.	\$ _____
Sat.	\$ _____

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL that certain piece, parcel or lot of land, lying and being situate in the City of Dubois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:  
BEGINNING at an iron pin in the southerly line of Tenth Street, being also the northeast corner of Lot No. 19; thence by line of Tenth Street the following courses and distances: North 71 degrees 37 minutes 28 seconds East 71.70 feet to an iron pin; thence by same by a curve to the right with a 25 foot radius having a bearing of South 49 degrees 16 minutes 16 seconds East 42.91 feet to an iron pin (with an arc distance of 51.58 feet); thence still by same South 9 degrees 50 minutes West 128.09 feet to an iron pin the northeast corner of Lot No. 21; thence by the Northerly line of Lot No. 21 South 88 degrees 14 minutes 13 seconds West 102.09 feet to an iron pin the southeast corner of Lot No. 19; thence by the Easterly line of Lot No. 19 North 9 degrees 50 minutes East 136.75 feet to an iron pin and the place of beginning.

BEING Lot No. 20 in the Maple View Estates plan of lots located in the City of Dubois, Clearfield, County, Pennsylvania.

UNDER AND SUBJECT, nevertheless, to all of the conditions, restrictions, exceptions and reservations set forth in prior Deeds of Conveyance, including, but not limited to those express conditions specifically set forth in Deed of Andrew J. Burik and Karen M. Burik to Martin A. Schaeffer and Kelly Barrett Schaeffer, dated February 12, 1996, and recorded in Clearfield County Deeds and Records Book Vol. 1736, Page 314.

UNDER AND SUBJECT to all sewer lines in, or, or underlying and premises with the right to go on said premises to repair, maintain and replace the same.

FURTHER UNDER AND SUBJECT to all exceptions and reservations and easements of record or which can be determined by an inspection of the premises.

FURTHER UNDER AND SUBJECT to right of City of Dubois to construct, repair or replace any culvert pipes or for construction of repair of any utility line which may run on, under, or upon the subject premises.

Inst 200206455

PROPERTY ADDRESS: 41 TENTH STREET, DU BOIS, PA 15801

Map #7.2-29-9922 CONTROL #.0072-48269

GOLDBECK McCAFFERTY & MCKEEVER  
BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 - Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106-1532  
215-627-1322  
Attorney for Plaintiff

DEUTSCHE BANK NATIONAL TRUST COMPANY,  
AS TRUSTEE, IN TRUST FOR THE REGISTERED  
HOLDERS OF AMERIQUEST MORTGAGE  
SECURITIES INC., ASSET-BACKED PASS-  
THROUGH CERTIFICATES, SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

Plaintiff  
vs.

LISA A ROSSI  
ROBERT A. ROSSI  
Mortgagor(s) and  
Record Owner(s)

41 Tenth Street  
Du Bois, PA 15801

Defendant(s)

THE UNITED STATES OF AMERICA

**CERTIFICATE OF SERVICE**  
**PURSUANT TO Pa.R.C.P. 3129.2 (c) (2)**

Michael T. McKeever, Esquire, Attorney for Plaintiff, hereby certifies that service on the Defendants of the Notice of Sheriff Sale was made by:

Personal Service by the Sheriff's Office/competent adult (copy of return attached).  
 Certified mail by Michael T. McKeever (original green Postal return receipt attached).  
 Certified mail by Sheriff's Office.  
 Ordinary mail by Michael T. McKeever, Esquire to Attorney for Defendant(s) of record (proof of mailing attached).  
 Acknowledgment of Sheriff's Sale by Attorney for Defendant(s) (proof of acknowledgment attached).  
 Ordinary mail by Sheriff's Office to Attorney for Defendant(s) of record.

**IF SERVICE WAS ACCOMPLISHED BY COURT ORDER.**

Premises was posted by Sheriff's Office/competent adult (copy of return attached).  
 Certified Mail & ordinary mail by Sheriff's Office (copy of return attached).  
 Certified Mail & ordinary mail by Michael T. McKeever (original receipt(s) for Certified Mail attached).  
 Published in accordance with court order (copy of publication attached).

Pursuant to the Affidavit under Rule 3129 (copy attached), service on all lienholders (if any) has been made by ordinary mail by Michael T. McKeever, Esquire (copies of proofs of mailing attached).

The undersigned understands that the statements herein are subject to the penalties provided by 18 P.S. Section 4904.

FILED  
MAR 16 2009  
m 11:40 AM  
William A. Shaw  
Prothonotary/Clerk of Courts (GD)

70230FC  
CF: 08/26/2008  
SD: 04/03/2009  
\$244,451.58

IN THE COURT OF COMMON PLEAS  
of Clearfield County  
CIVIL ACTION - LAW  
ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2008-1602-CD

Respectfully submitted,

*Michael T. McKeever*  
BY: Michael T. McKeever, Esquire  
Attorney for Plaintiff

Name and Address of Sender  
**GOLDBECK**  
**SUITE 5000**  
**701 MARKET STREET**  
**PHILADELPHIA, PA**  
**19106-1532**

Check type of mail or service:

- Certified
- Recorded Delivery (International)
- COD
- Registered
- Delivery Confirmation
- Return Receipt for Merchandise
- Express Mail
- Signature Confirmation
- Insured

Affix Stamp Here  
 (If issued as a  
 certificate of mailing,  
 or for additional copies  
 of this bill)

Postmark and  
 Date of Receipt

Article Number	Recipient (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	DOMESTIC RELATIONS OF CLEARFIELD COUNTY 230 E. Market Street Clearfield, PA 16830	CLEARFIELD BANK & TRUST CO.	91 Beaver Drive DuBois, PA 15801									
2.	PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement Health and Welfare Bldg. - Room 432 P.O. Box 2675	S&T BANK	614 Liberty Avenue DuBois, PA 15801									
3.	Harrisburg, PA 17105-2675	TENANTS/OCCUPANTS	41 Tenth Street DuBois, PA 15801									
4.	S&T BANK 456 Main Street P.O. Box-D		Brockway, PA 15824									
5.			VIGILANT SECURITY INC. 2168 Sandy Drive State College, PA 16803									
6.												
7.												
8.												
		Total Number of Pieces Received at Post Office	SEVEN									
		Postmaster, Per (Name of receiving employee)										

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

PS Form 3877, February 2002 (Page 1 of 2)  
 70230FC Clearfield County  
 Sale Date: 04/03/2009

LISA A ROSSI & ROBERT A. ROSSI

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY PENNSYLVANIA  
AFFIDAVIT OF SERVICE

DEUTSCHE BANK NATIONAL TRUST CO.

Plaintiff (Petitioner)

vs.

LISA A. ROSSI  
ROBERT A. ROSSI  
Defendant (Respondent)

CASE and/or DOCKET: 2008-1602-CD

I, Ryan Marks declare that I am a Pennsylvania State Constable and/or Process Server, in and for The County of Berks, that I am not a party to this action, not an employee of a party to this action, or an attorney to the action, and that within the boundaries of the state were service was effected. I was authorized by law to perform the said service.

SERVICE UPON: LISA A. ROSSI

ADDRESS: 3 LAKESIDE AVENUE DUBOIS, PA 15801

On: 2/26/09 At: 7:05 am

Description: Approximate Age 43 Height 5'3" Weight 130 Race W Sex F Hair blnd

With Documents: NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

Manner of Service

By handing to:

DELIVERED A COPY TO HIM/HER PERSONALLY

LEFT A COPY WITH A HOUSEHOLD MEMBER NAME/RELATIONSHIP: \_\_\_\_\_

LEFT A COPY WITH ADULT IN CHARGE OF RESIDENCE: NAME/RELATIONSHIP \_\_\_\_\_

POSTED PROPERTY

AGENT OR PERSON IN CHARGE OF PLACE OF BUSINESS: NAME/TITLE \_\_\_\_\_

MILITARY STATUS: YES  NO  BRANCH \_\_\_\_\_

COMMENTS:

DEFENDANT WAS NOT SERVED BECAUSE:

MOVED UNKNOWN NO ANSWER VACANT OTHER: \_\_\_\_\_

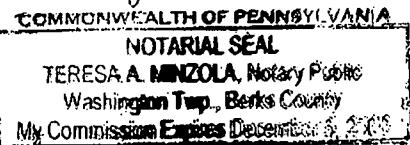
SERVICE WAS ATTEMPTED ON THE FOLLOWING DATES/TIMES:

1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 26 DAY OF  
February, 2009

NOTARY

  
CONSTABLE/PROCESS SERVER



70230FC

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
AFFIDAVIT OF SERVICE

DEUTSCHE BANK NATIONAL TRUST COMPANY  
(PLAINTIFF) VS.

LISA A. ROSSI et al.  
(DEFENDANT)

CASE and/or DOCKET: 2008-1602-CD

I, Ryan Marks, declare that I am a Pennsylvania State Constable and/or a Process Server, in and for the County of Berks, that I am not a party to this action, not an employee of a party to this action, or an attorney to the action, and that within the boundaries of the state were service was effected. I was authorized by law to perform the said service.

SERVICE UPON: **ROBERT A ROSSI**

ADDRESS: **175 RIDGE RD. ETTERS PA 17319**

ON: 2/17/09 AT: 110 pm

Description: approx. age 47 height 5'10" weight 200 race W sex M hair brn

With documents: **NOTICE OF SHERIFFS SALE OF REAL PROPERTY**

Manner of Service

By handing to:

DEFENDANT WAS PERSONALLY SERVED.  
 ADULT WITH WHOM THE SAID DEFENDANT RESIDES.  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
 ADULT IN CHARGE OF DEFENDANT'S RESIDENCE.  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
 POSTED PROPERTY  
 AGENT OR PERSON IN CHARGE OF PLACE OF BUSINESS.  
Name \_\_\_\_\_ Title \_\_\_\_\_  
 MILITARY STATUS: NO / YES BRANCH \_\_\_\_\_

COMMENTS:

DEFENDANT WAS NOT SERVED BECAUSE:

MOVED UNKNOWN NO ANSWER VACANT OTHER: \_\_\_\_\_

SERVICE WAS ATTEMPTED ON THE FOLLOWING DATES / TIMES:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 17 DAY OF  
February, 2009

NOTARY

Ryan Marks  
CONSTABLE / PROCESS SERVER

70230FC

PROVEST, LLC P.O. BOX 1180, 93 EAST MAIN ST. BAYSHORE NY 11706 631.666.6168  
My Commission Expires December 5, 2009

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
AFFIDAVIT OF SERVICE

DEUTSCHE BANK NATIONAL TRUST COMPANY  
(PLAINTIFF) VS.

LISA A. ROSSI et al.  
(DEFENDANT)

CASE and/or DOCKET: 2008-1602-CD

I, James Werner, declare that I am a Pennsylvania State Constable and/or a Process Server, in and for the County of Berks, that I am not a party to this action, not an employee of a party to this action, or an attorney to the action, and that within the boundaries of the state where service was effected. I was authorized by law to perform the said service.

SERVICE UPON: USA

ADDRESS: 700 GRANT ST. SUITE 400 USA POST OFFICE & COURTHOUSE, PITTSBURGH PA  
15219

ON: 2/13/09 AT: 12:45pm

Description: approx. age 25 height 6'2 weight 175 race W sex M hair brn

With documents: NOTICE OF SHERIFFS SALE OF REAL PROPERTY

Manner of Service

By handing to:

DEFENDANT WAS PERSONALLY SERVED.  
 ADULT WITH WHOM THE SAID DEFENDANT RESIDES.  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
 ADULT IN CHARGE OF DEFENDANT'S RESIDENCE.  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
 POSTED PROPERTY  
 AGENT OR PERSON IN CHARGE OF PLACE OF BUSINESS.  
Name Adam Stahl Title Admin Asst  
 MILITARY STATUS: NO / YES BRANCH \_\_\_\_\_

COMMENTS:

DEFENDANT WAS NOT SERVED BECAUSE:

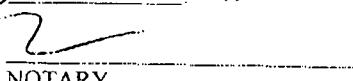
MOVED UNKNOWN NO ANSWER VACANT OTHER \_\_\_\_\_

SERVICE WAS ATTEMPTED ON THE FOLLOWING DATES / TIMES:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 13 DAY OF  
Feb, 2009

  
NOTARY

  
CONSTABLE / PROCESS SERVER

70230FC

PROVEST, L.L.C P.O. BOX 1180, 93 EAST MAIN ST. BAYSHORE NY 11706 631.666.6168

**GOLDBECK McCAFFERTY & McKEEVER**

BY: Michael T. McKeever  
Attorney I.D.#56129  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
215-825-6320  
Attorney for Plaintiff

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE, IN TRUST FOR THE  
REGISTERED HOLDERS OF AMERIQUEST  
MORTGAGE SECURITIES INC., ASSET-  
BACKED PASS-THROUGH CERTIFICATES,  
SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

Plaintiff

vs.

LISA A ROSSI  
ROBERT A. ROSSI  
**Mortgagor(s) and Record Owner(s)**

41 Tenth Street  
Du Bois, PA 15801

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term  
No. 2008-1602-CD

**AFFIDAVIT PURSUANT TO RULE 3129**

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED  
HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES,  
SERIES 2005-R4., Plaintiff in the above action, by its attorney, Michael T. McKeever, 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:

41 Tenth Street  
Du Bois, PA 15801

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

LISA A ROSSI  
3 Lakeside Avenue  
DuBois, PA 15801

ROBERT A. ROSSI  
175 Ridge Road  
Etters, PA 17319

2. Name and address of Defendant(s) in the judgment:

LISA A ROSSI  
3 Lakeside Avenue  
DuBois, PA 15801

ROBERT A. ROSSI  
175 Ridge Road  
Etters, PA 17319

THE UNITED STATES OF AMERICA  
US Post Office & Courthouse  
700 Grant Street, Suite 400  
Pittsburgh, PA 15219

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

VIGILANT SECURITY INC.  
2168 Sandy Drive  
State College, PA 16803

S&T BANK  
456 Main Street  
P.O. Box D  
Brockway, PA 15824

DOMESTIC RELATIONS OF CLEARFIELD COUNTY  
230 E. Market Street  
Clearfield, PA 16830

PA DEPARTMENT OF PUBLIC WELFARE - Bureau of Child Support Enforcement  
Health and Welfare Bldg. - Room 432  
P.O. Box 2675  
Harrisburg, PA 17105-2675

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

CLEARFIELD BANK & TRUST COMPANY  
91 Beaver Drive  
DuBois, PA 15801

S&T BANK  
614 Liberty Avenue  
DuBois, PA 15801

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

6. Name and address of every other person of whom the plaintiff has knowledge who has any record interest in the property which may be affected by the sale.

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

TENANTS/OCCUPANTS  
41 Tenth Street  
Du Bois, PA 15801

(attach separate sheet if more space is needed)

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

DATED: March 11, 2009

Michael T. McKeever  
GOLDBECK McCAFFERTY & McKEEVER  
BY: Michael T. McKeever, Esq.  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20908  
NO: 08-1602-CD

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4

VS.  
DEFENDANT: LISA A. ROSSI AND ROBERT A. ROSSI

Execution REAL ESTATE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 1/15/2009

LEVY TAKEN 2/11/2009 @ 10:54 AM

POSTED 2/11/2009 @ 10:54 AM

SALE HELD 4/3/2009

SOLD TO MICHAEL J. GRAY AND BRITTANY E. GRAY

SOLD FOR AMOUNT \$94,000.00 PLUS COSTS

WRIT RETURNED 4/30/2009

DATE DEED FILED 4/30/2009

PROPERTY ADDRESS 41 TENTH STREET DUBOIS , PA 15801

**SERVICES**

2/19/2009 @ 1:21 PM SERVED LISA A. ROSSI

SERVED LISA A. ROSSI, DEFENDANT, AT HER PLACE OF EMPLOYMENT, CLEARFIELD HOSPITAL, 809 TURNPIKE AVENUE CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LISA ROSSI

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

2/23/2009 @ SERVED ROBERT A. ROSSI

SERVED ROBERT A. ROSSI, DEFENDANT, BY REG & CERT MAIL TO 175 RIDGE ROAD, ETTERS, PENNSYLVANIA; CERT #7006081000145074715. CERT RETURNED UNCLAIMED 3/19/09.

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

FILED  
01/11/2009  
APR 30 2009  
W.A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20908

NO: 08-1602-CD

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4

VS.

DEFENDANT: LISA A. ROSSI AND ROBERT A. ROSSI

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$2,109.18

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2008

So Answers,

  
Deputy Amherst Butler - Clearfield

Chester A. Hawkins  
Sheriff

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 AND Rule 3257

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE, IN TRUST FOR THE  
REGISTERED HOLDERS OF AMERIQUEST  
MORTGAGE SECURITIES INC., ASSET-  
BACKED PASS-THROUGH CERTIFICATES,  
SERIES 2005-R4.  
10801 6th Street  
Suite 130  
Rancho Cucamonga, CA 91730

In the Court of Common Pleas of  
Clearfield County

No. 2008-1602-CD

vs.

LISA A ROSSI  
ROBERT A. ROSSI  
41 Tenth Street  
Du Bois, PA 15801

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

THE UNITED STATES OF AMERICA

Commonwealth of Pennsylvania:

County of Clearfield

**To the Sheriff of Clearfield County, Pennsylvania**

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

PREMISES: 41 Tenth Street Du Bois, PA 15801

See Exhibit "A" attached

AMOUNT DUE	\$244,451.58
Interest From <b>01/15/2009</b>	
Through Date of Sale	

(Costs to be added)

Prothonotary costs **142.00**

*Willie L. Shantz*

Prothonotary, Common Pleas Court  
of Clearfield County, Pennsylvania

Dated: 1/15/09

Received this writ this 15<sup>th</sup> day Deputy \_\_\_\_\_  
of January A.D. 2009  
At 3:30 A.M./P.M.

*Charles A. Hawkins*  
Sheriff *by Cynthia Butler-Aufenthal*

Term  
No. 2008-1602-CD

IN THE COURT OF COMMON PLEAS

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS  
TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF  
AMERIQUEST MORTGAGE SECURITIES INC., ASSET-  
BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R4.

vs.

LISA A. ROSSI and  
ROBERT A. ROSSI

Mortagor(s)

41 Tenth Street Du Bois, PA 15801

WRIT OF EXECUTION  
(Mortgage Foreclosure)

REAL DEBT	\$244,451.58
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ 142.00
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
Cr.	
Sat.	

Michael T. McKeever  
Attorney for Plaintiff

**Goldbeck McCafferty & McKeever**  
Suite 5000 – Mellon Independence Center  
701 Market Street  
Philadelphia, PA 19106  
(215) 627-1322

ALL that certain piece, parcel or lot of land, lying and being situate in the City of Dubois, Clearfield County, Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at an iron pin in the southerly line of Tenth Street, being also the northeast corner of Lot No. 19; thence by line of Tenth Street the following courses and distances: North 71 degrees 37 minutes 28 seconds East 71.70 feet to an iron pin; thence by same by a curve to the right with a 25 foot radius having a bearing of South 49 degrees 16 minutes 16 seconds East 42.91 feet to an iron pin (with an arc distance of 51.58 feet); thence still by same South 9 degrees 50 minutes West 128.09 feet to an iron pin the northeast corner of Lot No. 21; thence by the Northerly line of Lot No. 21 South 88 degrees 14 minutes 13 seconds West 102.09 feet to an iron pin the southeast corner of Lot No. 19; thence by the Easterly line of Lot No. 19 North 9 degrees 50 minutes East 136.75 feet to an iron pin and the place of beginning.

BEING Lot No. 20 in the Maple View Estates plan of lots located in the City of Dubois, Clearfield, County, Pennsylvania.

UNDER AND SUBJECT, nevertheless, to all of the conditions, restrictions, exceptions and reservations set forth in prior Deeds of Conveyance, including, but not limited to those express conditions specifically set forth in Deed of Andrew J. Burik and Karen M. Burik to Martin A. Schaeffer and Kelly Barrett Schaeffer, dated February 12, 1996, and recorded in Clearfield County Deeds and Records Book Vol. 1736, Page 314.

UNDER AND SUBJECT to all sewer lines in, or, or underlying and premises with the right to go on said premises to repair, maintain and replace the same.

FURTHER UNDER AND SUBJECT to all exceptions and reservations and easements of record or which can be determined by an inspection of the premises.

FURTHER UNDER AND SUBJECT to right of City of Dubois to construct, repair or replace any culvert pipes or for construction of repair of any utility line which may run on, under, or upon the subject premises.

Inst 200206455

PROPERTY ADDRESS: 41 TENTH STREET, DU BOIS, PA 15801

Map #7.2-29-9922 CONTROL #.0072-48269

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME LISA A. ROSSI NO. 08-1602-CD

NOW, April 30, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 03, 2009, I exposed the within described real estate of Lisa A. Rossi And Robert A. Rossi to public venue or outcry at which time and place I sold the same to MICHAEL J. GRAY AND BRITTANY E. GRAY re/she being the highest bidder, for the sum of \$94,000.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

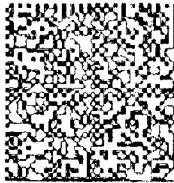
## **PLAINTIFF COSTS, DEBT AND INTEREST:**

RDR SERVICE	15.00	DEBT-AMOUNT DUE	244,451.58
MILEAGE	15.00	INTEREST @ %	0.00
LEVY	10.90	FROM TO 04/03/2009	
MILEAGE	15.00	PROTH SATISFACTION	
POSTING	15.00	LATE CHARGES AND FEES	
CSDS	10.00	COST OF SUIT-TO BE ADDED	
COMMISSION	1,880.00	FORECLOSURE FEES	
POSTAGE	10.38	ATTORNEY COMMISSION	
HANDBILLS	15.00	REFUND OF ADVANCE	
DISTRIBUTION	25.00	REFUND OF SURCHARGE	40.00
ADVERTISING	15.00	SATISFACTION FEE	
ADD'L SERVICE	15.00	ESCROW DEFICIENCY	
DEED	30.00	PROPERTY INSPECTIONS	
ADD'L POSTING		INTEREST	
ADD'L MILEAGE	2.00	MISCELLANEOUS	
ADD'L LEVY			
BID AMOUNT	94,000.00	<b>TOTAL DEBT AND INTEREST</b>	<b>\$244,491.58</b>
RETURNS/DEPUTIZE			
COPIES	15.00	<b>COSTS:</b>	
	5.00	ADVERTISING	1,861.74
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	992.66
CONTINUED SALES		TAXES - TAX CLAIM	
MISCELLANEOUS	40.00	DUE	
<b>TOTAL SHERIFF COSTS</b>	<b>\$2,149.18</b>	LIEN SEARCH	100.00
		ACKNOWLEDGEMENT	5.00
		DEED COSTS	3,247.72
		SHERIFF COSTS	2,149.18
		LEGAL JOURNAL COSTS	297.00
		PROTHONOTARY	142.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
<b>DEED COSTS:</b>			
ACKNOWLEDGEMENT	5.00	<b>TOTAL COSTS</b>	<b>\$8,835.30</b>
REGISTER & RECORDER	30.00		
TRANSFER TAX 2%	3,217.72		
<b>TOTAL DEED COSTS</b>	<b>\$3,247.72</b>		

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

CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



016H16505405  
\$ 05.490  
02/23/2009  
Mailed From 16830  
US POSTAGE

7006 0610 0001 4507 4715

ROBERT A. ROSSI  
175 RIDGE ROAD  
ETTERS, PA 17319

1/2/09  
1/2/09

FIRST NOTICE  
SECOND NOTICE  
RETURN

2/26  
3/3  
3/3

NIXIE 176 3E 1 04 03119-009

RETURN TO SENDER  
UNABLE TO FORWARD

BC: 16830247201 \*0419-03119-25-44

1/2/09  
1/2/09

U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage	\$ 0.00
Certified Fee	\$ 0.00
Return Receipt Fee (Endorsement Required)	\$ 0.00
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 5.49



Send To ROBERT A. ROSSI  
Street/ Apt. No. 175 RIDGE ROAD  
or PO Box No. ETTERS, PA 17319  
City, State, Zip 17319

See Reverse for Instructions

PS Form 3800 June 2002



**FILED**

**APR 30 2009**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**