

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-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

FILED pd \$95.00 Atty
m/12:25pm ICC Atty
AUG 26 2008 SCC SHFF.

William A. Shaw

PENNSYLVANIA BAR ASSOCIATION Prothonotary/Clerk of Courts

P.O. Box 186

Harrisburg, PA 17108

800-692-7375

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

William A. Shaw
Deputy Prothonotary

GK

A V I S O

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

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

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

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

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 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. 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 mortgage 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	
	\$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 teris 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

Date: 1/17/2005

Time: 1:04:33 PM

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 INMEDITAMENTE 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

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 / NPR

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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STATEMENTS OF POLICY

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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.

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 Rcmx 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 REPORTOrder #: **LBA-0808653**THIS SEARCH COVERS THE PERIOD TO: **07/28/2008**

PREMISES: 41 10th Street, Du Bois, PA, 15801	
PARCEL NUMBER(s): 7.2-029-000-09922	TAX ASSESSMENT(s): 2008 \$28,325.00
OWNER OF RECORD: 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	
FEDERAL LIENS:	#2007-1268 8/8/07 \$29,144.53 -vs- Rossi Enterprises, Paul A. Weaver Jewelers & Robert A. & Lisa A. Rossi Internal Revenue Service
BANKRUPTCIES:	None of record
DELINQUENT TAXES:	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.
MUNICIPAL LIENS:	None of record
MORTGAGES:	<p>3 of record</p> <p>\$200,000.00 Robert A. Rossi and Lisa A. Rossi To: Ameriquist Mortgage Company 1100 Town & Country Road, Ste 200, Orange, Ca. 92868 Dated: 1/11/05 and recorded: 1/18/05 in Instrument #200500816</p> <p>Subordination Agreement recorded: 1/18/05 in Instrument #200500817</p> <p>\$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</p> <p>\$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</p>

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.

ATTACHED TO AND FORMING PART OF SEARCH.

JUDGMENTS:	#2007-1251	8/3/07	\$28,289.75	-vs-	Robert A. & Lisa A. Rossi & Rossi Enterprises
	S&T Bank				
	456 Main Street, P.O. Box D, Brockway, Pa. 15824				
	#2007-1718	10/22/07	\$8,646.19	-vs-	Robert A. Rossi
	Vigilant Security Inc.				
	2168 Sandy Drive, State College, Pa. 16803				
	#2007-1788	11/5/07	\$2,059.37	-vs-	Robert Rossi and Paul A. Weaver Jewelers
	S&T Bank				
	456 Main Street, P.O. Box D, Brockway, Pa. 15824				
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 PA Department of Public Welfare and the Clearfield Domestic Relations Office . 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

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE, IN TRUST FOR THE
REGISTERED HOLDERS OF AMERQUEST
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

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above captioned matter.

By:



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

FILED

SEP 10 2008

William A. Shaw
Prothonotary/Clerk of Courts

Att. pd. \$7.00
m/11:24/08
3 Compl. Reinstated
to Sheriff

60

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1602-CD

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee

vs

SERVICE # 3 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

*will meet @ 1st Floor
Entrance of 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/A

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. Condrict
Deputy Signature

MARK A. CONDRICT
Print Deputy Name

FILED
09:33 a.m. 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

SERVICE # 1 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

DEFENDANT:

LISA A. ROSSI

ADDRESS:

41 TENTH ST.
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

09:33 a.m. GK

SEP 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

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. Conquist
Deputy Signature

Mark A. Conquist
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

DEFENDANT:

ROBERT A. ROSSI

ADDRESS:

41 TENTH ST. /

DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

03:54/51
SEP 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

9-10-08. House Empty, moved to HARRISBURG per 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 PM 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:

Deputy Signature

Mark A. Courrier
(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-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

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.

William A. Rame
Prothonotary
Clearfield County

A V I S O

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

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

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

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

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 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. 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 150 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	
	\$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


CITY RESIDENTIAL LENDING, INC.

0101596526 LISA A. ROSSI and ROBERT A. ROSSI

Exhibit A

Date: 1/17/2005

Time: 1:04:33 PM

Order Number: 000086947

Re: ROBERT ROSSI

LISA ROSSI

41 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.

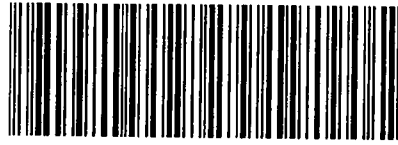
FURTHER UNDER AND SUBJECT to right of City of DuBois to construct, repair or replace any culvert pipes or for construction or repair of any utility lines which may run on, under, or upon the subject premises.

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 INMEDITAMENTE 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

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 / NFR

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/Service: Citi Residential Lending

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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).

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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
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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.**

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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.

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June 13, 2008

Loan Number: 0101596526

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

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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

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**

PREMISES: 41 10th Street, Du Bois, PA, 15801	
PARCEL NUMBER(s): 7.2-029-000-09922	TAX ASSESSMENT(s): 2008 \$28,325.00
OWNER OF RECORD: 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	
FEDERAL LIENS:	#2007-1268 8/8/07 \$29,144.53 -vs- Rossi Enterprises, Paul A. Weaver Jewelers & Robert A. & Lisa A. Rossi Internal Revenue Service
BANKRUPTCIES:	None of record
DELINQUENT TAXES:	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.
MUNICIPAL LIENS:	None of record
MORTGAGES:	3 of record \$200,000.00 Robert A. Rossi and Lisa A. Rossi To: Ameritrust 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	8/3/07	\$28,289.75	-vs-	Robert A. & Lisa A. Rossi & Rossi Enterprises
	S&T Bank				
	456 Main Street, P.O. Box D, Brockway, Pa. 15824				
	#2007-1718	10/22/07	\$8,646.19	-vs-	Robert A. Rossi
	Vigilant Security Inc.				
	2168 Sandy Drive, State College, Pa. 16803				
	#2007-1788	11/5/07	\$2,059.37	-vs-	Robert Rossi and Paul A. Weaver Jewelers
	S&T Bank				
	456 Main Street, P.O. Box D, Brockway, Pa. 15824				
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 PA Department of Public Welfare and the Clearfield Domestic Relations Office . 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.

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.)

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

THE UNITED STATES OF AMERICA,)

Defendants.)

No. 2008-1602-CD

FILED

01/10/35/ST
OCT 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty Lewis

(local counsel)

CONSENT JUDGMENT

AND NOW, to wit, this 10th 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:

A handwritten signature in black ink, appearing to read "Judge J. Cunningham", written over a horizontal line.

Consented to by:

A handwritten signature in black ink, appearing to read "Michael T. McKeever", written over a horizontal line.

MICHAEL T. McKEEVER, ESQ.
Counsel for Plaintiff

A handwritten signature in black ink, appearing to read "Michael C. Colville", written over a horizontal line.

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

FILED

OCT 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

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 LM
JAN 08 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 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
01/31/09
JAN 09 2009
William A. Sh...
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

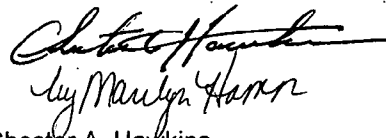
RETURN COSTS

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

_____ Day of _____ 2009

So Answers,



Chester A. Hawkins
Sheriff

OFFICE OF THE SHERIFF

45 N. GEORGE ST., YORK, PA 17401

SERVICE CALL
(717) 771-9601

SHERIFF SERVICE PROCESS RECEIPT and AFFIDAVIT OF RETURN

INSTRUCTIONS PLEASE TYPE ONLY LINE 1 THRU 12 DO NOT DETACH ANY COPIES

1. PLAINTIFF/S/ <i>Deutsche Bank</i>		2. COURT NUMBER <i>2008-1602-CD</i>
3. DEFENDANT/S/ <i>Lisa A. Rossi + Robert A. Rossi</i>		4. TYPE OF WRIT OR COMPLAINT <i>CLMF NOTICE Mortgage Foreclosure</i>
SERVE ➔ AT	5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED, OR SOLD <i>Robert A. Rossi</i>	
	6. ADDRESS (STREET OR RFO WITH BOX NUMBER, APT NO., CITY, BORO, TWP., STATE AND ZIP CODE) <i>175 Ridge Road E Hers Pa 17319</i>	
7. INDICATE SERVICE: <input checked="" type="checkbox"/> PERSONAL <input checked="" type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> 1ST CLASS MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER		
NOW _____, 20____, I, SHERIFF OF YORK COUNTY, PA, do hereby deputize the sheriff of _____ COUNTY to execute this Writ and make return thereof according to law. This deputization being made at the request and risk of the plaintiff.		
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE.		

OUT OF COUNTY
CLEARFIELD

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 <i>Michael T Maher</i>	10. TELEPHONE NUMBER <i>215-825-6305</i>	11. DATE FILED <i>9-10-2008</i>
12. SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW: (This area must be completed if notice is to be mailed). <i>Michael T Maher Nation Independence Center, Suite 5000 Philadelphia, PA 19106</i>		

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. <i>WJ MCGILL YCOS</i>		14. DATE RECEIVED <i>9-18-08</i>	15. Expiration/Hearing Date <i>10-10-2008</i>
16. HOW SERVED: PERSONAL <input checked="" type="checkbox"/> RESIDENCE () POSTED () POE () SHERIFF'S OFFICE () OTHER () SEE REMARKS BELOW			
17. <input type="checkbox"/> 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) <i>Robert Rossi</i>		19. Date of Service <i>10/08/08</i>	20. Time of Service <i>9:45</i>
21. ATTEMPTS			
Date	Time	Miles	Int.
<i>9/22</i>	<i>3:42</i>	<i>21</i>	<i>mk</i>
<i>9/23</i>	<i>12:32</i>	<i>2</i>	<i>BN</i>
<i>9/24</i>	<i>12:55</i>	<i>32</i>	<i>BN</i>
<i>9/29</i>	<i>3:05</i>	<i>22</i>	<i>BN</i>
<i>9/30</i>	<i>8:59</i>	<i>32</i>	<i>OG</i>
<i>10/08</i>	<i>9:45</i>	<i>32</i>	<i>OG</i>
22. REMARKS:			

#368803
PO in sub
11-7-08

23. Advance Costs <i>\$100.00</i>	24. Service Costs <i>18.00</i>	25. N/F	26. Mileage <i>106.48</i>	27. Postage	28. Sub Total <i>124.48</i>	29. Pound	30. Notary <i>5.00</i>	31. Surchg.	32. Tot. Costs <i>129.48</i>	33. Costs Due or Refund <i>29.48</i>	Check No						
34. Foreign County Costs		35. Advance Costs	36. Service Costs	37. Notary Cert.	38. Mileage/Postage/Not Found	39. Total Costs		40. Costs Due or Refund									
41. AFFIRMED and subscribed to before me this <i>17th</i> day of <i>October</i> 2008.						42. day of <i>October</i> 2008.											
NOTARIAL SEAL LISA L. BOWMAN, NOTARY PUBLIC CITY OF YORK, YORK COUNTY MY COMMISSION EXPIRES AUG. 12, 2009						44. Signature of Dep. Sheriff <i>T.A. Stahl-164</i>						45. DATE <i>10/08/08</i>					
						46. Signature of York County Sheriff <i>Richard P. Keuerleber</i>						47. DATE <i>11-17-2008</i>					
						48. Signature of Foreign County Sheriff						49. DATE					
50. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE										51. DATE RECEIVED							

RECEIVED
OFFICE OF THE SHERIFF
2008 SEP 18 PM 1 37
YORK PA



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

DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee

TERM & NO. 08-1602-CD

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,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

RECEIVED
SHERIFF
YORK PA
SEP 18 PM 1 28

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**

30
I HEREBY CERTIFY THAT THIS IS
A TRUE AND CORRECT COPY OF
THE ORIGINAL FILE

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-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/Reassigned to Sheriff/Attorney
for service.

Willie L. Hays
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 CÔMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ

INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS - ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

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 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. 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's 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, 1180 North Street, Suite 130 Rancho Cucamonga, CA 91730. **HEREBY CERTIFY THAT THIS IS AN ORIGINAL COPY OF THE RECORD OF DEEDS**
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%.....	\$23,692.00
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	

\$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 teris 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


CITY RESIDENTIAL LENDING, INC.

0101596526 LISA A. ROSSI and ROBERT A. ROSSI

Exhibit A

Date: 1/17/2005

Time: 1:04:33 PM

Order Number: 000086947

Re: ROBERT ROSSI

LISA ROSSI

41 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.

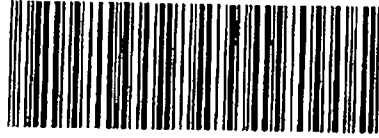
FURTHER UNDER AND SUBJECT to right of City of DuBois to construct, repair or replace any culvert pipes or for construction or repair of any utility lines which may run on, under, or upon the subject premises.

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

USPS

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/Service: 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 949-882-3526

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

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

128 / 2 NPS

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/Service: Citi Residential Lending

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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.

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

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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.

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June 13, 2008

Loan Number: 0101596526

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

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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 800-430-5282
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) 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 REPORTOrder #: **LBA-0808653**THIS SEARCH COVERS THE PERIOD TO: **07/28/2008**

PREMISES:	
41 10th Street, Du Bois, PA, 15801	
PARCEL NUMBER(s):	TAX ASSESSMENT(s):
7.2-029-000-09922	2008 \$28,325.00
OWNER OF RECORD:	
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	
FEDERAL LIENS:	#2007-1268 8/8/07 \$29,144.53 -vs- Rossi Enterprises, Paul A. Weaver Jewelers & Robert A. & Lisa A. Rossi Internal Revenue Service
BANKRUPTCIES:	None of record
DELINQUENT TAXES:	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.
MUNICIPAL LIENS:	None of record
MORTGAGES:	3 of record
\$200,000.00	Robert A. Rossi and Lisa A. Rossi
To:	Ameriquist 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 41 Weaver Drive, DuBois, Pa. 15801 Dated: 1/1/05 and recorded: 1/1/05 in Instrument #200509517

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
Time: 12:31 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1925605
Page 1 of 1

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

Ninety-Five and 00/100 Dollars

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

Check: 350503

Payment Method: Check
Amount Tendered:
Change Returned:
Clerk: LMILLER

95.00
0.00

William A. Shaw, Prothonotary/Clerk of Cou
By:
Deputy Clerk

COPY

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**

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

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. 2008-1102-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/Reassigned to Sheriff/Attorney
for service.

William J. Hargis
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 CÔMO CONSEUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ÉSTA OFICINA PUEDE PROVEERÉ

INFORMACION ACERCA-AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL-A PERSONAS-
ELIGIBLE AQ UN HONORARIO REDUCIDO O GRATIS.

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 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. 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, 11800 4th 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	

\$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 teris 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

Date: 1/17/2008

Time: 1:04:33 PM

Order Number: 000086947

Re: ROBERT ROSSI

LISA ROSSI

41 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 35 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/Service: 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 INMEDITAMENTE 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 949-862-3528

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

510 / 528

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/Service: 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 INMEDITAMENTE 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.

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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

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 REPORTOrder #: **LBA-0808653**THIS SEARCH COVERS THE PERIOD TO: **07/28/2008**

PREMISES:	
41 10th Street, Du Bois, PA, 15801	
PARCEL NUMBER(s):	TAX ASSESSMENT(s):
7.2-029-000-09922	2008 \$28,325.00
OWNER OF RECORD:	
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	
FEDERAL LIENS:	#2007-1268 8/8/07 \$29,144.53 -vs- Rossi Enterprises, Paul Internal Revenue Service A. Weaver Jewelers & Robert A. & Lisa A. Rossi
BANKRUPTCIES:	None of record
DELINQUENT TAXES:	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.
MUNICIPAL LIENS:	None of record
MORTGAGES:	3 of record \$200,000.00 Robert A. Rossi and Lisa A. Rossi To: Ameriquist 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 41 Weaver Drive, DuBois, Pa. 15801 Dated: 1/1/05 and recorded: 1/1/05 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.

Date: 8/26/2008
Time: 12:31 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1925605
Page 1 of 1

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

Ninety-Five and 00/100 Dollars

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

Check: 350503

Payment Method: Check
Amount Tendered:
Change Returned:
Clerk: LMILLER

95.00
0.00

William A. Shaw, Prothonotary/Clerk of Cou
By:
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

Defendant(s)

THE UNITED STATES OF AMERICA

No. 2008-1602-CD

FILED Any pd 20.00
m 12:33 PM
JAN 15 2009 Order of Judgm.
(as Notice) to
William A. Shaw Rossi Defs.
Prothonotary/Clerk of Courts (610)

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

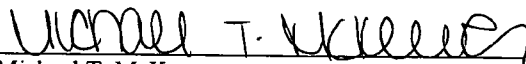
Interest from 01/15/2009 to Date of Sale

Total

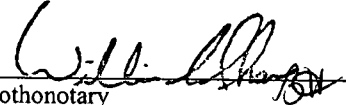
(Assessment of Damages attached)

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

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
(Mortgagor(s) and Record Owner(s))
41 Tenth Street
Du Bois, PA 15801

THE UNITED STATES OF AMERICA

Defendant(s)

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 2008-1602-CD

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)

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 2008-1602-CD

TO: **ROBERT 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:

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)

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 2008-1602-CD

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.

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
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)

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 2008-1602-CD

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.

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

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: 1/14/09

Michael T. McKeen

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. McAllister

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

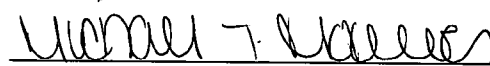
CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2008-1602-CD

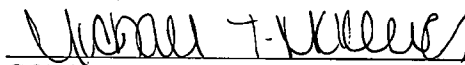
ORDER FOR JUDGMENT

Please enter Judgment 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 for failure to file an Answer in the above action within (20) days (or sixty (60) days if defendant is the United States of America) from the date of service of the Complaint, in the sum of \$244,451.58.



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;



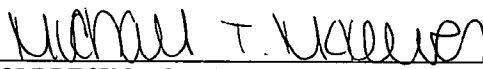
GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

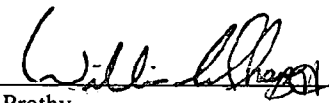
TO THE PROTHONOTARY:

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 15th 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 10th 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.

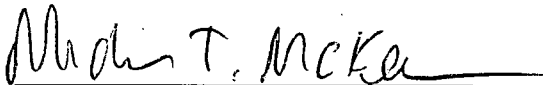
Nothing contained in the within Order shall, in any way, be construed as entry of a monetary judgment against the United States of America, but rather said judgment is limited to the foreclosure and sale of the real estate of the aforesaid defendant(s) in the within proceeding.

BY THE COURT:

/s/ Fredric J Ammerman

J.

Consented to by:



MICHAEL T. MCKEEVER, ESQ.
Counsel for Plaintiff

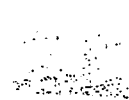


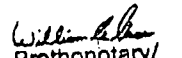
MICHAEL C. COLVILLE
Assistant U.S. Attorney
Counsel for Defendant
United States of America

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

OCT 13 2008

Attest.




Prothonotary/
Clerk of Courts

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 Any pd.
m/32461 20.60
JAN 15 2009 1ccolewrits
w/prop desc
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
(610)

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

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due

\$244,451.58

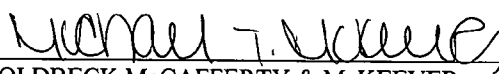
Interest from

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

(Costs to be added)

Prothonotary costs

142.00



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

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
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 AMERIQUEST
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

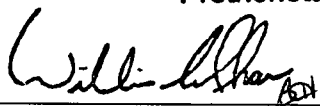
AMOUNT DUE \$244,451.58

Interest From **01/15/2009**
Through Date of Sale

(Costs to be added)

Prothonotary costs 142.00

Dated: 11/15/09


Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

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
Mortgagor(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

FILED

70230FC

CF: 08/26/2008

SD: 04/03/2009

\$244,451.58

MAR 16 2009

11:40/4

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term

No. 2008-1602-CD

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.

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:

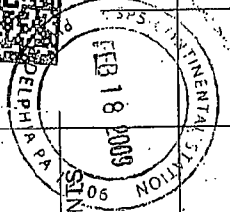
- ☐ Certified
☐ COD
☐ Registered
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

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

Postmark and
Date of Receipt

Article Number	Addressee (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 Harrisburg, PA 17105-2675	S&T BANK 614 Liberty Avenue DuBois, PA 15801										
3.	S&T BANK 456 Main Street P.O. Box 9 Brockway, PA 15824	TENANTS/OCCUPANTS 41 Tenth Street Du Bois, PA 15801										
4.	VIGILANT SECURITY INC. 2168 Sandy Drive State College, PA 16803											
5.												
6.												
7.												
8.												

UNITED STATES POSTAGE
02 1M
\$02.800
0004241518
FEB 18 2009
MAILED FROM ZIP CODE 19106



Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

Total Number of Pieces Listed by Sender
Total Number of Pieces Received at Post Office
SEVEN

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 where 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: _____

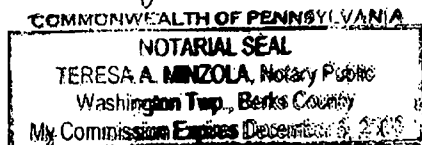
SERVICE WAS ATTEMPTED ON THE FOLLOWING DATES/TIMES:

1.) _____ 2.) _____ 3.) _____

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

Tina
NOTARY

Ryan Marks
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 where 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: 1:10 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, 2019

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 Weiner, 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: 12:46 pm

Description: approx. age 25 height 6'2 weight 175 race W sex M hair BR

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

James T. Weiner
CONSTABLE / PROCESS SERVER

70230FC

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
#70060810000145074715. 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
0111:2561
APR 30 2009
William 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

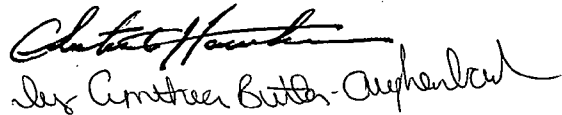
SHERIFF HAWKINS \$2,109.18

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



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

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

\$244,451.58

Interest From 01/15/2009
Through Date of Sale

(Costs to be added)

Prothonotary costs 142.00

Dated: 1/15/09

William L. Hargis
Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Received this writ this 15th day
of January A.D. 2009
At 3:30 A.M./P.M.

Deputy _____

Charles A. Hargis
Sheriff By Cynthia Butler-Aufenberg

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)
41 Tenth Street Du Bois, PA 15801

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT
INTEREST from
COSTS PAID: \$244,451.58

PROTHY
SHERIFF
STATUTORY
COSTS DUE PROTHY
Office of Judicial Support
Judg. Fee
Cr.
Sat.

\$ 142,000
\$
\$
\$
\$

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 he/she being the highest bidder, for the sum of \$94,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	10.90
LEVY	15.00
MILEAGE	10.90
POSTING	15.00
CSDS	10.00
COMMISSION	1,880.00
POSTAGE	10.38
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID AMOUNT	94,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	40.00
TOTAL SHERIFF COSTS	\$2,149.18

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.00
TRANSFER TAX 2%	3,217.72
TOTAL DEED COSTS	\$3,247.72

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	244,451.58
INTEREST @ %	0.00
FROM TO 04/03/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$244,491.58

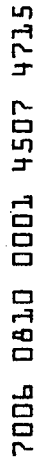
COSTS:

ADVERTISING	1,861.74
TAXES - COLLECTOR	992.66
TAXES - TAX CLAIM	
DUE	
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	
TOTAL COSTS	\$8,835.30

Handwritten notes:
2,149.18
- 40.00
Surcharge
refund

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



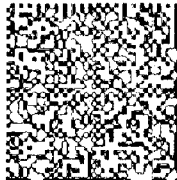
016H16505405

\$05.490

02/23/2009

Mailed From 16830

US POSTAGE



Häufiger

301161

30th ANNIVERSARY

RECEIVED

ROBERT A. ROSSI
175 RIDGE ROAD
ETTERS, PA 17319

XXXXXX

307

50461400 43

RETCORNO
JUN 24 1964
TOHOTO
SEEDS
ORDER

BC: 16830247201 *0419-03119-25-44

2020-2021

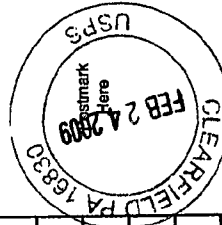
THE UNIVERSITY OF CHICAGO

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

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

W
S
D
A
I
C
W
W
C

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



Sent To

ROBERT A. ROSSI
175 RIDGE ROAD
ETTERS, PA 17319

Street Art No.:

Sheet, Appl. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

PERMIT NO. 1111

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ROBERT A. ROSSI
175 RIDGE ROAD
ETTERS, PA 17319



COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

C. Date of Delivery

B. Received by (Printed Name)

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

3. Service Type ☐ Express Mail
☐ Certified Mail ☐ Return Receipt for Merchandise
☐ Registered ☐ C.O.D.
☐ Insured Mail ☐ Yes

4. Restricted Delivery? (Extra Fee) ☐ Yes

7006 0810 0001 4507 4715

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

FILED

APR 30 2009

William A. Shaw
Prothonotary/Clerk of Courts