

08-1736-CD
Deutsche Bank vs Adam Rauch al

FILED
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SEP 16 2008
William A. Shaw
Prothonotary/Clerk of Courts
1CC ATTY
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ATTY PAID 95.00

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

CIVIL ACTION – LAW

DEUTSCHE BANK NATIONAL
TRUST COMPANY AS TRUSTEE
UNDER POOLING AND SERVICING
AGREEMENT DATED AS OF JUNE 1,
2007 EQUIFIRST LOAN SECURITIZATION
TRUST 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-1
PLAINTIFF

CIVIL Division

Case Number: 2008-1736-CD

VS

Type of Pleading

Complaint in
Mortgage Foreclosure

ADAM S. RAUCH
AND
AMY M. RAUCH
DEFENDANT

Code and Classification:

Filed on Behalf Of:
Plaintiff

CERTIFICATE OF LOCATION

Counsel of Record:

607 ANDERSON STREET
CURWENSVILLE, PA 16833

Daniel J. Mancini, Esquire
Attorney at Law
201 A Fairview Drive
Monaca, PA 15061
(724) 728-4233

CURWENSVILLE BOROUGH

PARCEL No: 6.2-H10-286-28

By: DANIEL J. MANCINI, ESQ.
PA I.D. No. 39353

original
Copy

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AND
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DEFENDANTS

CIVIL Division

Case Number:

MORTGAGE FORECLOSURE

CIVIL ACTION – LAW
COMPLAINT IN MORTGAGE FORECLOSURE
NOTICE

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You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

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

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MORTGAGE FORECLOSURE

VS

ADAM S. RAUCH
AND
AMY M. RAUCH
DEFENDANTS

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is: DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE
UNDER POOLING AND SERVICING AGREEMENT DATED AS OF JUNE 1,
2007 EQUIFIRST LOAN SECURITIZATION TRUST 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-1, whose address is c/o Mancini & Associates,
201 A Fairview Drive, Monaca, PA 15061.

2. Defendants are ADAM S. RAUCH AND AMY M. RAUCH, whose last known
address is 607 ANDERSON STREET, CURWENSVILLE, PA 16833. ADAM S. RAUCH
AND AMY M. RAUCH are the mortgagors and the recorded owners of the mortgaged
property hereinafter described.

3. On or about, FEBRUARY 12, 2007, ADAM S. RAUCH AND AMY M. RAUCH,
borrowed \$ 66,000.00 and in the enforcement of said debt executed and delivered a
mortgage upon the premises hereinafter described to the lender MERS AS NOMINEE
FOR EQUIFIRST CORPORATION., this mortgage is recorded in the Office of the
Recorder of Deeds of CLEARFIELD County in Instrument Number 200703021. This
mortgage and all instruments of assignment are incorporated herein by reference in
accordance with Pa. R.C.P. 1019 (g). Your plaintiff, DEUTSCHE BANK NATIONAL
TRUST COMPANY AS TRUSTEE UNDER POOLING AND SERVICING AGREEMENT
DATED AS OF JUNE 1, 2007 EQUIFIRST LOAN SECURITIZATION TRUST 2007-1
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-1 is now the current owner

of said mortgage, and the assignment evidencing this ownership will be sent for recording at a later date.

4. The land subject to the Mortgage is 607 ANDERSON STREET, CURWENSVILLE, PA 16833, and is more particularly described in Exhibit "A", which is attached hereof and part of this Complaint.

5. The Mortgage is in default because monthly payments of principal and interest upon said mortgage due MARCH 1, 2008, and each month thereafter are due and unpaid, and by the terms of said Mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

Unpaid Principal Balance	\$	65,661.48
Delinquent Balance, including Interest at \$8.99 per diem From 02/01/08 to 09/15/08 (based on contract rate of 9.95%)	\$	3,876.74
Rec. Corp. Adv.	\$	000.00
Escrow Advance	\$	1,637.50
Accrued Late Charges	\$	173.04
Bad Check Fees	\$	00.00
Attorney's Fee	\$	<u>3,283.07</u>
Total	\$	74,631.83

** Together with interest at the per diem rate noted above after MARCH 1, 2008, and other charges and costs to date of Sheriff's Sale. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable, or that are actually incurred by Plaintiff.

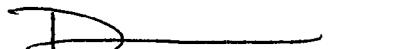
6. No judgment has been entered upon said Mortgage in any jurisdiction.

7. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 or 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant on MAY 5, 2008, via certified and regular mail, in accordance with the requirements of those acts.

8. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

9. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure '**IN REM**' for the aforementioned total amount due together with interest at the rate of 9.95% (\$8.99 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.



Daniel J. Mancini, Esq.
Attorney Bar: PA 39353

EXHIBIT A

All that certain lot or piece of ground with improvements thereon situate on the "South Side" of Anderson Creek, Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Anderson Street and corner of Lot No. 58, sold by E.A. Irvin to Ada S. Hunter; thence by the same North twenty-six (26) degrees and thirty (30') minutes West One hundred eighty (180) feet to an alley; thence by said alley South sixty-three (63) degrees and thirty (30') minutes West fifty (50') feet to a post and corner of Lot No. 56, sold by Lot No. 56, sold by E.A. Irvin to Mrs. Nora Elsworth; thence by the same South twenty-six (26) degrees, thirty (30') minutes East one hundred eighty (180') feet to a post corner on Anderson Street; thence by Anderson Street North sixty-three (63) degrees thirty (30') minutes East fifty (50') feet to a post corner and place of beginning and known in the plot of South Curwensville as laid out by A.E. Irvin as Lot No. 57.

Being known as parcel No. 6.2-H10-286-28.

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AND
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CIVIL Division

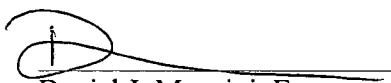
Case Number:

MORTGAGE FORECLOSURE

VERIFICATION

Daniel J. Mancini, Esq., hereby states that he is the attorney for Plaintiff in this matter, that He is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities. Further, counsel submits that Plaintiff is outside the court's jurisdiction and verification cannot be obtained with the time allowed for filing the pleading. It is counsel's intention to substitute a verification from Plaintiff.

Dated this 15 September 2008



Daniel J. Mancini, Esq.
Attorney Bar: Pa 39353

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1736-CD

DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee

vs

ADAM S. RAUCH and AMY M. RAUCH

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 2 OF 2

SERVE BY: 10/16/2008

HEARING:

PAGE: 104667

DEFENDANT: AMY M. RAUCH

ADDRESS: 607-ANDERSON ST.
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

012:48:52
SEP 29 2008
William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON AMY M. RAUCH, 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 AMY M. RAUCH

AT (ADDRESS) _____

NOW 9-29-08 AT 1:31 AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO AMY M. RAUCH

REASON UNABLE TO LOCATE House Empty

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature

James E. Davis
Print Deputy Name

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

SEP 16 2008

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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DJM
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DJM

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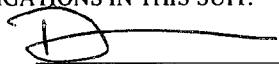
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accordance with Pa. R.C.P. 1019 (g). Your plaintiff, DEUTSCHE BANK NATIONAL
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DATED AS OF JUNE 1, 2007 EQUIFIRST LOAN SECURITIZATION TRUST 2007-1
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-1 is now the current owner

of said mortgage, and the assignment evidencing this ownership will be sent for recording at a later date.

4. The land subject to the Mortgage is 607 ANDERSON STREET, CURWENSVILLE, PA 16833, and is more particularly described in Exhibit "A", which is attached hereof and part of this Complaint.

5. The Mortgage is in default because monthly payments of principal and interest upon said mortgage due MARCH 1, 2008, and each month thereafter are due and unpaid, and by the terms of said Mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

Unpaid Principal Balance	\$	65,661.48
Delinquent Balance, including Interest at \$8.99 per diem From 02/01/08 to 09/15/08 (based on contract rate of 9.95%)	\$	3,876.74
Rec. Corp. Adv.	\$	000.00
Escrow Advance	\$	1,637.50
Accrued Late Charges	\$	173.04
Bad Check Fees	\$	00.00
Attorney's Fee	\$	<u>3,283.07</u>
Total	\$	74,631.83

** Together with interest at the per diem rate noted above after MARCH 1, 2008, and other charges and costs to date of Sheriff's Sale. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable, or that are actually incurred by Plaintiff.

6. No judgment has been entered upon said Mortgage in any jurisdiction.

7. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 or 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant on MAY 5, 2008, via certified and regular mail, in accordance with the requirements of those acts.

8. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

9. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure 'IN REM' for the aforementioned total amount due together with interest at the rate of 9.95% (\$8.99 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.



Daniel J. Mancini, Esq.
Attorney Bar: PA 39353

EXHIBIT A

All that certain lot or piece of ground with improvements thereon situate on the "South Side" of Anderson Creek, Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Anderson Street and corner of Lot No. 58, sold by E.A. Irvin to Ada S. Hunter; thence by the same North twenty-six (26) degrees and thirty (30') minutes West One hundred eighty (180) feet to an alley; thence by said alley South sixty-three (63) degrees and thirty (30') minutes West fifty (50') feet to a post and corner of Lot No. 56, sold by Lot No. 56, sold by E.A. Irvin to Mrs. Nora Elsworth; thence by the same South twenty-six (26) degrees, thirty (30') minutes East one hundred eighty (180') feet to a post corner on Anderson Street; thence by Anderson Street North sixty-three (63) degrees thirty (30') minutes East fifty (50') feet to a post corner and place of beginning and known in the plot of South Curwensville as laid out by A.E. Irvin as Lot No. 57.

Being known as parcel No. 6.2-H10-286-28.

Daniel Mancini & Associates
Daniel J. Mancini, Esq.,
PA Bar ID: 39353
201 A Fairview Drive
Monaca, PA 15061
(724) 728-4233
mancinilawfirm@attorneydanielmancini.com

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

DEUTSCHE BANK NATIONAL
TRUST COMPANY AS TRUSTEE
UNDER POOLING AND SERVICING
AGREEMENT DATED AS OF JUNE 1,
2007 EQUIFIRST LOAN SECURITIZATION
TRUST 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-1
PLAINTIFF

VS

CIVIL Division

Case Number:

MORTGAGE FORECLOSURE

ADAM S. RAUCH
AND
AMY M. RAUCH
DEFENDANTS

VERIFICATION

Daniel J. Mancini, Esq., hereby states that he is the attorney for Plaintiff in this matter, that He is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities. Further, counsel submits that Plaintiff is outside the court's jurisdiction and verification cannot be obtained with the time allowed for filing the pleading. It is counsel's intention to substitute a verification from Plaintiff.

Dated this 15 September 2008



Daniel J. Mancini, Esq.
Attorney Bar: Pa 39353

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1736-CD

DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee

vs

ADAM S. RAUCH and AMY M. RAUCH

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 1 OF 2

SERVE BY: 10/16/2008

HEARING:

PAGE: 104667

DEFENDANT: ADAM S. RAUCH

ADDRESS: 607 ANDERSON ST.
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, _____ AT _____ AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON ADAM S. RAUCH, 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 ADAM S. RAUCH

AT (ADDRESS) _____

NOW 9-29-08 AT 1:31 AM PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO ADAM S. RAUCH

REASON UNABLE TO LOCATE _____

House Empty

So Answers: CHESTER A. HAWKINS, SHERIFF-

BY:

James E. Davis

Deputy Signature

James E. Davis

Print Deputy Name

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

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

SEP 16 2008

Attest.

William J. Hines
Prothonotary/
Clerk of Courts

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

CIVIL ACTION – LAW

DEUTSCHE BANK NATIONAL
TRUST COMPANY AS TRUSTEE
UNDER POOLING AND SERVICING
AGREEMENT DATED AS OF JUNE 1,
2007 EQUIFIRST LOAN SECURITIZATION
TRUST 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-1
PLAINTIFF

VS

ADAM S. RAUCH
AND
AMY M. RAUCH
DEFENDANT

CERTIFICATE OF LOCATION

607 ANDERSON STREET
CURWENSVILLE, PA 16833

CURWENSVILLE BOROUGH

PARCEL No: 6.2-H10-286-28

CIVIL Division

Case Number: 2008-1736-CD

Type of Pleading

Complaint in
Mortgage Foreclosure

Code and Classification:

Filed on Behalf Of:
Plaintiff

Counsel of Record:

Daniel J. Mancini, Esquire
Attorney at Law
201 A Fairview Drive
Monaca, PA 15061
(724) 728-4233

D
By: DANIEL J. MANCINI, ESQ.
PA I.D. No. 39353

Def

Daniel Mancini & Associates
Daniel J. Mancini, Esq.,
PA Bar ID: 39353
201 A Fairview Drive
Monaca, PA 15061
(724) 728-4233
mancinilawfirm@attorneydanielmancini.com

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

DEUTSCHE BANK NATIONAL
TRUST COMPANY AS TRUSTEE
UNDER POOLING AND SERVICING
AGREEMENT DATED AS OF JUNE 1,
2007 EQUIFIRST LOAN SECURITIZATION
TRUST 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-1
PLAINTIFF

CIVIL Division

Case Number:

MORTGAGE FORECLOSURE

VS

ADAM S. RAUCH
AND
AMY M. RAUCH
DEFENDANTS

CIVIL ACTION - LAW
COMPLAINT IN MORTGAGE FORECLOSURE
NOTICE

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY AND THIS DEBT WAS NOT REAFFIRMED, 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.

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Lawyer Referral Service
Pennsylvania Lawyer Referral Service
(800) 692-7375

Daniel Mancini & Associates
Daniel J. Mancini, Esq.,
PA Bar ID: 39353
201 A Fairview Drive
Monaca, PA 15061
(724) 728-4233
mancinilawfirm@attorneydanielmancini.com

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

DEUTSCHE BANK NATIONAL
TRUST COMPANY AS TRUSTEE
UNDER POOLING AND SERVICING
AGREEMENT DATED AS OF JUNE 1,
2007 EQUIFIRST LOAN SECURITIZATION
TRUST 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-1
PLAINTIFF

VS

ADAM S. RAUCH
AND
AMY M. RAUCH
DEFENDANTS

CIVIL Division

Case Number:

MORTGAGE FORECLOSURE

AVISO

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 ONTRA LAS QUEJAS EN ESTA DEMANDA.

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

Lawyer Referral Service
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IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

DEUTSCHE BANK NATIONAL
TRUST COMPANY AS TRUSTEE
UNDER POOLING AND SERVICING
AGREEMENT DATED AS OF JUNE 1,
2007 EQUIFIRST LOAN SECURITIZATION
TRUST 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-1
PLAINTIFF

CIVIL Division

Case Number:

MORTGAGE FORECLOSURE

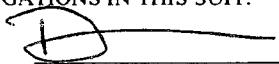
VS

ADAM S. RAUCH
AND
AMY M. RAUCH
DEFENDANTS

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

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

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.


Daniel J. Mancini, Esq.

Daniel Mancini & Associates
Daniel J. Mancini, Esq.,
PA Bar ID: 39353
201 A Fairview Drive
Monaca, PA 15061
(724) 728-4233
mancinilawfirm@attorneydanielmancini.com

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

DEUTSCHE BANK NATIONAL
TRUST COMPANY AS TRUSTEE
UNDER POOLING AND SERVICING
AGREEMENT DATED AS OF JUNE 1,
2007 EQUIFIRST LOAN SECURITIZATION
TRUST 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-1
PLAINTIFF

CIVIL Division

Case Number:

MORTGAGE FORECLOSURE

VS

ADAM S. RAUCH
AND
AMY M. RAUCH
DEFENDANTS

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff is: DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE
UNDER POOLING AND SERVICING AGREEMENT DATED AS OF JUNE 1,
2007 EQUIFIRST LOAN SECURITIZATION TRUST 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-1, whose address is c/o Mancini & Associates,
201 A Fairview Drive, Monaca, PA 15061.

2. Defendants are ADAM S. RAUCH AND AMY M. RAUCH, whose last known
address is 607 ANDERSON STREET, CURWENSVILLE, PA 16833. ADAM S. RAUCH
AND AMY M. RAUCH are the mortgagors and the recorded owners of the mortgaged
property hereinafter described.

3. On or about, FEBRUARY 12, 2007, ADAM S. RAUCH AND AMY M. RAUCH,
borrowed \$ 66,000.00 and in the enforcement of said debt executed and delivered a
mortgage upon the premises hereinafter described to the lender MERS AS NOMINEE
FOR EQUIFIRST CORPORATION., this mortgage is recorded in the Office of the
Recorder of Deeds of CLEARFIELD County in Instrument Number 200703021. This
mortgage and all instruments of assignment are incorporated herein by reference in
accordance with Pa. R.C.P. 1019 (g). Your plaintiff, DEUTSCHE BANK NATIONAL
TRUST COMPANY AS TRUSTEE UNDER POOLING AND SERVICING AGREEMENT
DATED AS OF JUNE 1, 2007 EQUIFIRST LOAN SECURITIZATION TRUST 2007-1
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-1 is now the current owner

of said mortgage, and the assignment evidencing this ownership will be sent for recording at a later date.

4. The land subject to the Mortgage is 607 ANDERSON STREET, CURWENSVILLE, PA 16833, and is more particularly described in Exhibit "A", which is attached hereof and part of this Complaint.

5. The Mortgage is in default because monthly payments of principal and interest upon said mortgage due MARCH 1, 2008, and each month thereafter are due and unpaid, and by the terms of said Mortgage, upon default in such payments for a period of one month, the entire principal balance and all interest due thereon are collectible forthwith.

Unpaid Principal Balance	\$	65,661.48
Delinquent Balance, including Interest at \$8.99 per diem From 02/01/08 to 09/15/08 (based on contract rate of 9.95%)	\$	3,876.74
Rec. Corp. Adv.	\$	000.00
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Accrued Late Charges	\$	173.04
Bad Check Fees	\$	00.00
Attorney's Fee	\$	3,283.07
Total	\$	74,631.83

** Together with interest at the per diem rate noted above after MARCH 1, 2008, and other charges and costs to date of Sheriff's Sale. The Attorney's Fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and will be collected in the event of a third party purchaser at Sheriff's Sale. If the Mortgage is reinstated prior to the sale, reasonable attorney's fees will be charged in accordance with the reduction provisions of Act 6, if applicable, or that are actually incurred by Plaintiff.

6. No judgment has been entered upon said Mortgage in any jurisdiction.

7. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Assistance Program, Act 91 or 1983 and Notice of Intention to Foreclose under Act 6 of 1974 has been sent to each defendant on MAY 5, 2008, via certified and regular mail, in accordance with the requirements of those acts.

8. Defendant is not a member of the Armed Forces of the United States of America, nor engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

9. The Defendant has either failed to meet the time limitations as set forth under the Combined Act 6/91 Notice or have been determined by the Pennsylvania Housing Finance Agency not to qualify for Mortgage Assistance.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure '**IN REM**' for the aforementioned total amount due together with interest at the rate of 9.95% (\$8.99 per diem), together with other charges and costs including escrow advances incidental thereto to the date of Sheriff's Sale and for foreclosure and sale of the property within described.



Daniel J. Mancini, Esq.
Attorney Bar: PA 39353

EXHIBIT A

All that certain lot or piece of ground with improvements thereon situate on the "South Side" of Anderson Creek, Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on Anderson Street and corner of Lot No. 58, sold by E.A. Irvin to Ada S. Hunter; thence by the same North twenty-six (26) degrees and thirty (30') minutes West One hundred eighty (180) feet to an alley; thence by said alley South sixty-three (63) degrees and thirty (30') minutes West fifty (50') feet to a post and corner of Lot No. 56, sold by Lot No. 56, sold by E.A. Irvin to Mrs. Nora Elsworth; thence by the same South twenty-six (26) degrees, thirty (30') minutes East one hundred eighty (180') feet to a post corner on Anderson Street; thence by Anderson Street North sixty-three (63) degrees thirty (30') minutes East fifty (50') feet to a post corner and place of beginning and known in the plot of South Curwensville as laid out by A.E. Irvin as Lot No. 57.

Being known as parcel No. 6.2-H10-286-28.

Daniel Mancini & Associates
Daniel J. Mancini, Esq.,
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IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY PENNSYLVANIA

DEUTSCHE BANK NATIONAL
TRUST COMPANY AS TRUSTEE
UNDER POOLING AND SERVICING
AGREEMENT DATED AS OF JUNE 1,
2007 EQUIFIRST LOAN SECURITIZATION
TRUST 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-1
PLAINTIFF

CIVIL Division

Case Number:

MORTGAGE FORECLOSURE

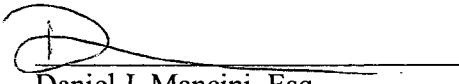
VS

ADAM S. RAUCH
AND
AMY M. RAUCH
DEFENDANTS

VERIFICATION

Daniel J. Mancini, Esq., hereby states that he is the attorney for Plaintiff in this matter, that He is authorized to take this Verification, and that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his knowledge, information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities. Further, counsel submits that Plaintiff is outside the court's jurisdiction and verification cannot be obtained with the time allowed for filing the pleading. It is counsel's intention to substitute a verification from Plaintiff.

Dated this 15 September 2008



Daniel J. Mancini, Esq.
Attorney Bar: Pa 39353

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104667
NO: 08-1736-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee
vs.

DEFENDANT: ADAM S. RAUCH and AMY M. RAUCH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MANCINI	8764	20.00
SHERIFF HAWKINS	MANCINI	8764	26.02

5
FILED
10/3/4/08
10/12/08
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of _____ 2008

Chester A. Hawkins

Chester A. Hawkins
Sheriff

FILED
m 1:20Lm AMY Mancini
JUN 17 2009
ICC + 1 Cert of
disc issued to
m
m
m

William A. Shaw
Prothonotary/Clerk of Courts

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

CIVIL ACTION – LAW

DEUTSCHE BANK NATIONAL
TRUST COMPANY AS TRUSTEE
UNDER POOLING AND SERVICING
AGREEMENT DATED AS OF JUNE 1,
2007 EQUIFIRST LOAN SECURITIZATION
TRUST 2007-1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-1
PLAINTIFF

CIVIL Division

Case Number: 2008-1736-CD

VS

Type of Pleading
Praeclipe to Discontinue
And Settle Case in
Mortgage Foreclosure

ADAM S. RAUCH
AND
AMY M. RAUCH
DEFENDANT

Code and Classification:

CERTIFICATE OF LOCATION

Filed on Behalf Of:
Plaintiff

607 ANDERSON STREET
CURWENSVILLE, PA 16833

Counsel of Record:

CURWENSVILLE BOROUGH

Daniel J. Mancini, Esquire
Attorney at Law
201 A Fairview Drive
Monaca, PA 15061
(724) 728-4233

PARCEL No: 6.2-H10-286-28

By: DANIEL J. MANCINI, ESQ.
PA I.D. No. 39353

IN THE COURT OF COMMON PLEAS OF CLERFIELD COUNTY, PENNSYLVANIA

DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE UNDER POOLING
AND SERVICING AGREEMENT DATED AS OF
JUNE 1, 2007 EQUIFIRST LOAN SECURITIZATION
TRUST 2007-1 MORTGAGE PASS-THROUGH
CERTIFICATES SERIES 2007-1

CIVIL DIVISION

VS.

ADAM S. RAUCH
AMY M. RAUCH

FILE NO: 2008-1736-CD

**PRAECIPE AND POWER OF ATTORNEY TO DISCONTINUE AND SETTLE
FORECLOSURE WITH RIGHT TO REFILE**

TO THE PROTHONOTARY OF SAID COURT:

You are hereby authorized, empowered, and directed to enter, as indicated, the following on the records thereof:

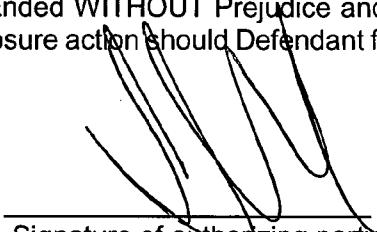
A 1. --X-- the within suit is Settled, Discontinued, Ended WITHOUT Prejudice and costs paid and Plaintiff reserves right to file another foreclosure action should Defendant fail with its obligations to Plaintiff.

Date: June 15, 2009

WITNESS {if signer is other
than a registered attorney}:

Attorney

Attorney or Notary

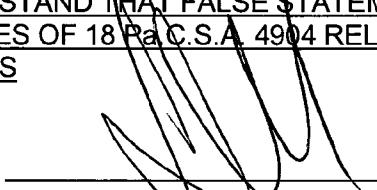

Signature of authorizing party

Daniel J. Mancini, Esq.

Type or print name of above signer

COST PAYMENT VERIFICATION

**I UNDERSTAND THAT THE ABOVE ACTION CANNOT BE FILED AND DOCKETED
UNTIL ALL COSTS HAVE BEEN PAID, INCLUDING SHERIFF'S COSTS: AND HEREBY
VERIFY ALL COSTS HAVE BEEN PAID. I UNDERSTAND THAT FALSE STATEMENTS
HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 Pa.C.S.A. 4904 RELATING
TO UNSWORN FALSIFICATION TO AUTHORITIES**


Signature

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



Deutsche Bank National Trust Company

Vs.

No. 2008-01736-CD

Adam S. Rauch

Amy M. Rauch

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA

County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 17, 2009, marked:

Settled, discontinued and ended without prejudice to refile

Record costs in the sum of \$95.00 have been paid in full by Daniel J. Mancini Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of June A.D. 2009.

A handwritten signature of William A. Shaw in black ink, followed by a handwritten initials "wm" under a horizontal line.

William A. Shaw, Prothonotary

UDREN LAW OFFICES, P.C.
MARK J. UDREN, ESQUIRE - ID #04302
STUART WINNEG, ESQUIRE - ID #45362
LORRAINE DOYLE, ESQUIRE - ID #34576
ALAN M. MINATO, ESQUIRE - ID #75860
CHANDRA M. ARKEMA, ESQUIRE - ID #203437
LOUIS A. SIMONI, ESQUIRE - ID #200869
ADAM L. KAYES, ESQUIRE - ID #86408
MARGUERITE L. THOMAS, ESQUIRE - ID #204460
WOODCREST CORPORATE CENTER
111 WOODCREST ROAD, SUITE 200
CHERRY HILL, NJ 08003-3620
856-669-5400

ATTORNEY FOR PLAINTIFF

HSBC Bank USA, N.A.
961 Weigel Drive
Elmhurst, IL 60126
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 2008-1766-CD

v.
Gloria Hockenberry, Last Record Owner
Jeff Hockenberry, Known Heir of
Gloria Hockenberry
Larry Hockenberry, Known Heir of
Gloria Hockenberry
165 Lyle Lane
Coalport, PA 16627
Defendant(s)

PRAECIPE TO FILE PROOF OF SERVICE

TO THE PROTHONOTARY:

Kindly file the attached Proofs of Service with regard to
the captioned matter.

Date: June 12, 2009

UDREN LAW OFFICES, P.C.

BY: Chandra Arkema
Attorneys for Plaintiff
MARK J. UDREN, ESQUIRE
STUART WINNEG, ESQUIRE
LORRAINE DOYLE, ESQUIRE
ALAN M. MINATO, ESQUIRE
CHANDRA M. ARKEMA, ESQUIRE
LOUIS A. SIMONI, ESQUIRE
ADAM L. KAYES, ESQUIRE
MARGUERITE L. THOMAS, ESQUIRE

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JUN 17 2009
WAM

William A. Shaw
Prothonotary/Clerk of Courts

HSBC Bank USA, Inc., et. al., Plaintiff(s)
vs.
Gloria Hockenberry, et. al., Defendant(s)



Service of Process by
APS International, Ltd.
1-800-328-7171

APS International Plaza
7800 Glenroy Rd.
Minneapolis, MN 55439-3122

APS File #: 097137-0002

AFFIDAVIT OF SERVICE -- Individual

UDREN LAW OFFICES
Ms. Danielle Devlin
111 Woodcrest Rd, Ste 200
Cherry Hill, NJ 08003-3620

Service of Process on:

--Larry Hockenberry, Known Heir of Gloria Hockenberry
Court Case No. 2008-1766-CD

State of: Pennsylvania ss.
County of: Blair

Name of Server: Thomas P. Chathams, undersigned, being duly sworn, deposes and says
that at the time of service, s/he was of legal age and was not a party to this action:

Date/Time of Service: that on the 18th day of June, 2009, at 11:46 o'clock A.M.

Place of Service: at SCI Laurel Highlands - 5706 Glades Pike, in Somerset, PA 15501

Documents Served: the undersigned served the documents described as:
Notice of Sheriff's Sale of Real Property

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
Larry Hockenberry, Known Heir of Gloria Hockenberry

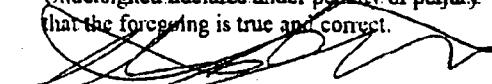
By personally delivering them into the hands of the person to be served.

By delivering them into the hands of _____, a person
of suitable age, who verified, or who upon questioning stated, that he/she resides with
Larry Hockenberry, Known Heir of Gloria Hockenberry
at the place of service, and whose relationship to the person is: _____

Description of Person Receiving Documents: The person receiving documents is described as follows:
Sex M; Skin Color W; Hair Color Blonde; Facial Hair None
Approx. Age 46; Approx. Height 6'02"; Approx. Weight 215

To the best of my knowledge and belief, said person was not engaged in the US Military at
the time of service.

Signature of Server: Undersigned declares under penalty of perjury
that the foregoing is true and correct.


Signature of Server
APPS International, Ltd.

Subscribed and sworn to before me this
11th day of June, 2009
Marilyn A. Campbell
Notary Public (Commission Expires)
12-6-11

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Marilyn A. Campbell, Notary Public
City Of Altoona, Blair County
My Commission Expires Dec. 6, 2011
Member, Pennsylvania Association of Notaries

HSBC Bank USA, Inc., et. al., Plaintiff(s)
vs.
Gloria Hockenberry, et. al., Defendant(s)



Service of Process by
APS International, Ltd.
1-800-328-7171
APS International Plaza
7800 Glenroy Rd.
Minneapolis, MN 55439-3122

APS File #: 097137 0001

AFFIDAVIT OF SERVICE – Individual

UDREN LAW OFFICES
Ms. Danielle Devlin
111 Woodcrest Rd, Ste 200
Cherry Hill, NJ 08003-3620

Service of Process on:

--Gloria Hockenberry, by posting
Court Case No. 2008-1766-CD

State of: PA ss.
County of: BLAIR

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says
that at the time of service, s/he was of legal age and was not a party to this action;

Date/Time of Service: that on the 7th day of June, 20 09, at 10:15 o'clock A.M.,

Place of Service: at 165 Lyle Lane, in Coalport, PA 16627

Documents Served: the undersigned served the documents described as:

Notice of Sheriff's Sale of Real Property and Order

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
Gloria Hockenberry, by posting

Person Served, and
Method of Service: By personally delivering them into the hands of the person to be served.
 By delivering them into the hands of _____, a person
of suitable age, who verified, or who upon questioning stated, that he/she resides with
Gloria Hockenberry, by posting
at the place of service, and whose relationship to the person is: _____

Description of Person
Receiving Documents: The person receiving documents is described as follows:
Sex _____; Skin Color _____; Hair Color _____; Facial Hair _____
Approx. Age _____; Approx. Height _____; Approx. Weight _____

To the best of my knowledge and belief, said person was not engaged in the US Military at
the time of service.

Signature of Server: Undersigned declares under penalty of perjury
that the foregoing is true and correct.

D.M. Ellis
Signature of Server

APS International, Ltd.

Subscribed and sworn to before me this
8th day of June, 20 09
Marilyn A. Campbell
Notary Public (Commission Expires)
12-6-11

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Marilyn A. Campbell, Notary Public
City Of Altoona, Blair County
My Commission Expires Dec. 6, 2011

Member, Pennsylvania Association of Notaries

HSBC Bank USA, Inc., et. al., Plaintiff(s)
vs.
Gloria Hockenberry, et. al., Defendant(s)



Service of Process by
APS International, Ltd.
1-800-328-7171

APS International Plaza
7800 Glenroy Rd.
Minneapolis, MN 55439-3122

APS File #: 097137-0001

AFFIDAVIT OF SERVICE -- Individual

Service of Process on:

UDREN LAW OFFICES
Ms. Danielle Devlin
111 Woodcrest Rd, Ste 200
Cherry Hill, NJ 08003-3620

—Jeff Hockenberry, by posting (2 copies)
Court Case No. 2008-1766-CD

State of: PA ss.
County of: BLAIR

Name of Server: D.M. ELLIS, undersigned, being duly sworn, deposes and says
that at the time of service, s/he was of legal age and was not a party to this action:

Date/Time of Service: that on the 7th day of June, 20 09, at 10:15 o'clock AM

Place of Service: at 165 Lyle Lane, in Coalport, PA 16627

Documents Served: the undersigned served the documents described as:
Notice of Sheriff's Sale of Real Property and Order

Service of Process on: A true and correct copy of the aforesaid document(s) was served on:
Jeff Hockenberry, by posting (2 copies)

Person Served, and
Method of Service: By personally delivering them into the hands of the person to be served.
 By delivering them into the hands of Jeff Hockenberry, by posting (2 copies), a person
of suitable age, who verified, or who upon questioning stated, that he/she resides with
Jeff Hockenberry, by posting (2 copies)
at the place of service, and whose relationship to the person is: _____

Description of Person
Receiving Documents: The person receiving documents is described as follows:

Sex ; Skin Color ; Hair Color ; Facial Hair
Approx. Age ; Approx. Height ; Approx. Weight

To the best of my knowledge and belief, said person was not engaged in the US Military at
the time of service.

Signature of Server: Undersigned declares under penalty of perjury Subscribed and sworn to before me this
that the foregoing is true and correct. 8th day of June, 20 09

D.M. Ellis

Signature of Server

APS International, Ltd.

Marilyn A. Campbell
Notary Public (Commission Expires)
12-6-11

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Marilyn A. Campbell, Notary Public
City Of Altoona, Blair County
My Commission Expires Dec. 6, 2011
Member, Pennsylvania Association of Notaries