

08-2083-CD
WM Specialty vs Rhonda Brilla al

GOLDBECK McCAFFERTY & MCKEEVER

BY: MICHAEL T. MCKEEVER

ATTORNEY I.D. #56129

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

5) **FILED** *10/11/08*

OCT 30 2008

11:55 AM

William A. Shaw
Prothonotary/Clerk of Courts
1 CENT TO ATT
2 CENT TO SUIT

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff

vs.

RHONDA BRILLA
WILLIAM MICHAEL BRILLA
Mortgagors and Record Owners
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

Defendants

IN THE COURT OF COMMON PLEAS

OF Clearfield COUNTY

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

Term 2008-2083-C
No.

**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

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 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 REQUERIR QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. POR RAZON DE ESA DECISION, ES POSSIBLE QUE USTED PUEDA PERDER DINERO, PROPIEDAD U OTROS DERECHOS IMPORTANTES.

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

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

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

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

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

Resources available for Homeowners in Foreclosure

ACT NOW!

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

- 1). Call an attorney. For referrals to a qualified attorney call either of the following numbers: 814-765-9646 or 800-692-7375.
- 2). Call the Consumer Credit Counseling Agency at 1-800-989-2227 for free counseling.
- 3). Visit HUD'S website www.hud.gov 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 72707FC.

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 WM SPECIALTY MORTGAGE LLC, 10801 6th Street, Suite 130 Rancho Cucamonga, CA 91730.
2. The names and addresses of the Defendants are RHONDA BRILLA, Box 43 2nd Street, a/k/a 133 2nd Street, Kylertown, PA 16847 and WILLIAM MICHAEL BRILLA, Box 43 2nd Street, a/k/a 133 2nd Street, Kylertown, PA 16847, who are the mortgagors and record owners of the mortgaged premises hereinafter described.
3. On November 21, 2001 mortgagors made, executed and delivered a mortgage upon the Property hereinafter described to AMERIQUE MORTGAGE COMPANY, which mortgage is recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument #20019275. The mortgage has been assigned to: WM SPECIALTY MORTGAGE LLC by assignment of Mortgage October 15, 2008 as Instrument# 200816551. 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.
4. The Property subject to the Mortgage is more fully described in the legal description set forth as Exhibit "A" ("Property").
5. The mortgage is in default because the monthly payments of principal and interest are due and unpaid for February 01, 2008 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.
6. The following amounts are due to Plaintiff on the Mortgage:

Principal Balance	\$40,055.89
Interest from 01/01/2008 through 10/31/2008 at 12.9000%.....	\$4,315.75
Per Diem interest rate at \$14.09	
Reasonable Attorney's Fee at 5% of Principal Balance	
as more fully explained in the next numbered paragraph	\$2,002.79
Late Charges from 02/01/2008 to 10/31/2008	\$243.80
Monthly late charge amount at \$27.09	
Costs of suit and Title Search	\$900.00
Real Estate Taxes.....	\$677.00
Fees	\$28.50
Recoverable Balance.....	<u>\$141.75</u>
	<u><u>\$48,365.48</u></u>

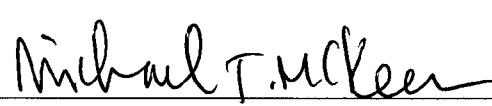
7. If the Mortgage is reinstated prior to a Sheriff's Sale, the Attorney's Fees set forth above may be less than the amount demanded based on work actually performed. The Attorney's Fees requested are in conformity with the Mortgage and Pennsylvania law. Plaintiff is entitled to collect Attorney's fees 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.
8. 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.

9. 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.

WHEREFORE, Plaintiff demands a de terris judgment in mortgage foreclosure in the sum of \$48,365.48, together with interest at the rate of \$14.09, 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.

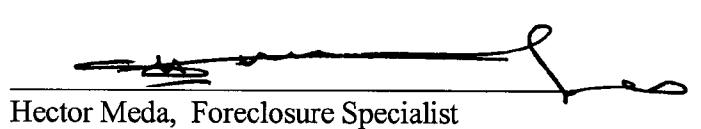
By:


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

VERIFICATION

I, Hector Meda, 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: 10/27/08



Hector Meda, Foreclosure Specialist

0032588352 RHONDA BRILLA and WILLIAM MICHAEL BRILLA

Exhibit A

To: Ameriquest- Camp Hill @ Susan From: Heather Group#

11/20/01

ALTA Commitment

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A' CONTINUED

Commitment No. PACF1010786

Legal Description

ALL that certain tract or piece of land situate, lying and being in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at post on fifty foot (50) Street and sixteen foot (16) alley by Church lot; thence West along said alley one hundred sixty-five (165) feet to post on sixteen foot (16) alley; thence North along said alley two hundred sixty-four (264) feet to post on sixteen foot (16) alley; thence East along said alley one hundred sixty-five (165) feet to post on fifty foot (50) Street; thence South along said Street two hundred sixty-four (264) feet to post and point of beginning. Being Lot Nos. 65-6-7.8 in the plan or draft of lots known as Showmaker's Addition to Kylertown.

EXCEPTING and RESERVING a lot approximately sixty-six (66) feet by one hundred sixty-five (165) feet in size previously conveyed to one Barger by Deed recorded in Deed Book 223, page 193.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 110-R8-556-2.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached

Stewart Title Guaranty Company

Exhibit B

#BWNKZZS
WILLIAM MICHAEL BRILLA
RHONDA BRILLA
PO BOX 43 2ND ST
KYLERTOWN, PA 16847-0043

104 | NPM

April 02, 2008

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: 0032588352
Property Address: BOX 43 2ND ST, KYLERTOWN PA, 16847
Original Lender: Citi Residential Lending
Current Lender/Servicer: Citi Residential Lending

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

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

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

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

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

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

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

April 02, 2008

Loan Number: 0032588352

**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:
BOX 43 2ND ST, KYLERTOWN, PA 16847 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:

02/01/08 thru 04/01/08

Minimum Payments plus late charge or other fees: \$1412.36

Minimum Amount to Cure Default: \$1412.36

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 \$1412.36 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 5928
Carol Stream, IL 60197-5928

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 714-347-5037

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: 0032588352

Mailed by 1st Class Mail and by Certified Mail

Homeowners' Emergency Assistance Program CLEARFIELD COUNTY

=====

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668

=====

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
1-888-511-2227

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
1-888-511-2227

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

#BWNKZZS
WILLIAM MICHAEL BRILLA
RHONDA BRILLA
PO BOX 43
KYLERTOWN, PA 16847-0043

|||||

April 02, 2008

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: 0032588352
Property Address: BOX 43 2ND ST, KYLERTOWN PA, 16847
Original Lender: Citi Residential Lending
Current Lender/Servicer: Citi Residential Lending

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

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

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

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

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

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

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

April 02, 2008

Loan Number: 0032588352

**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:
BOX 43 2ND ST, KYLERTOWN, PA 16847 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:

02/01/08 thru 04/01/08

Minimum Payments plus late charge or other fees: \$1412.36

Minimum Amount to Cure Default: \$1412.36

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 \$1412.36 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 714-347-5037

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: 0032588352

Mailed by 1st Class Mail and by Certified Mail

Homeowners' Emergency Assistance Program

CLEARFIELD COUNTY

CCCS of Northeastern PA
202 W. Hamilton Avenue
State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
1-888-511-2227

CCCS of Western PA, Inc.
217 E. Plank Road
Altoona, PA 16602
1-888-511-2227

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WM Specialty Mortgage LLC	Plaintiff	Docket Number: CD: 2008-2083-CD
v.		
William Michael Brilla	Defendant	Case Type: Civil – Mortgage Foreclosure
		Pleading Type Praecipe To Proceed IFP For The Purpose Of Mortgage Foreclosure
		Judge: Paul E. Cherry
		Filed by: Plaintiff, Pro Se
		William M. Brilla 133 Second Street P.O. Box 43 Kylertown, PA 16847 814-345-5454

S
FILED NO CC
10/12/2008
DEC 04 2008
GU

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WM Specialty Mortgage LLC	Plaintiff	Docket Number: CD: 2008-2083-CD
v.		
William Michael Brilla	Defendant	Case Type: Civil – Mortgage Foreclosure

PRAECIPE TO PROCEED IN FORMA PAUPERIS
FOR THE PURPOSE OF MORTGAGE FORECLOSURE

NOW COMES the Defendant, William M. Brilla, Pro Se, who files the following Praecipe To Proceed In Forma Pauperis, in accordance with the Pennsylvania Rules Of Civil Procedure, Rule 240, and avers as follows:

1. I am the Defendant in the above matter and because of my financial condition am unable to pay the fees and costs of prosecuting or defending the action or proceeding.
2. By Order of Court, entered December 4, 2006, I was granted leave, and allowed to proceed IFP, in the matter of Brilla R. v. Brilla W. [Exhibit A]
3. I aver that, since being granted leave by the Court, my financial condition has not improved, nor are there any sources available to me, including my family and associates, that would allow me to pay for the costs of litigation.
4. I represent that the following information regarding my ability to pay the fees and costs is true and correct.
 - (a.) Name: William M. Brilla

133 Second Street
P.O. Box 43
Kylertown, PA 16847
SSN: 165-48-8002

(b.) Employment: Un-employed

Date of last employment: 08/04/2006

Employer: Bob's Army & Navy Store, Inc.

229 East Market Street
Clearfield, PA 16830
814-765-4652

Salary or Wages: \$6.50 per hour / 35 hours per week

Gross wages: \$227.50 / week

Encumbrance: \$82.00 / week – Child Support

Net wages after taxes & child support: \$115.00 / per week

Type Of Work: Data entry

(c.) Other income within the past 12 months: None

Business or profession: None

Other self-employment: None

Social security benefits: None

Support payments: None

Disability payments: None

Unemployment compensation and supplemental benefits: None

Workman's compensation: None

Public assistance: \$273.00 / month, food assistance, since August 2006.

Other: None

(d.) Property owned

Cash: None

Checking account: None

Savings account: None

Certificates of deposit: None

Real estate: Two properties both subject to equitable distribution.

Plaintiff's residence

133 Second Street
Kylertown, PA 16847

Ex-wife's residence

90 Second Street
Kylertown, PA 16847

Motor vehicle: None

Stocks, bonds, etc.: None

(e.) Monthly expenses.

Mortgage: Citi Residential Lending

Held jointly with ex-wife. \$505.00 per month.

Second Mortgage: PHFA-HEMAP

Held by plaintiff alone. \$25.00 per month.

Utilities:

Electric: \$100.00 / month. Payment agreement.

Water: \$34.00 / month.

Sewer: \$47.00 / month.

Telephone: \$25.00 / month. Payment agreement.

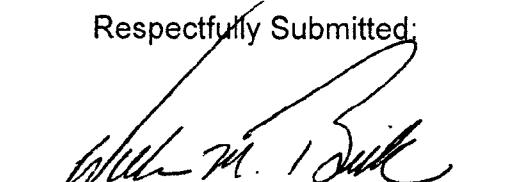
Heating oil: \$100.00 / month.

Other: Child Support. \$315.00 / month.

(f.) Persons dependant on me for support: None

5. I understand that I have a continuing obligation to inform the court of improvement in my financial circumstances, which would permit me to pay the costs herein.
6. I further aver that all resources of any significant financial nature, available to myself, since being granted leave by the Court, have been used for the financial support of my children, in the amount of \$315.00 per month, as ordered by the Court. As of this date, I am current in my support obligation.
7. I verify that the statements made in this Praeclipe To Proceed In Forma Pauperis are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Respectfully Submitted:



William M. Brilla

William M. Brilla, Pro Se

12.03.2008

Date

EXHIBIT A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WM Specialty Mortgage LLC	Plaintiff	Docket Number: CD: 2008-2083-CD
v.		
William Michael Brilla	Defendant	Case Type: Civil – Mortgage Foreclosure

CERTIFICATE OF SERVICE

I, William M. Brilla, acting Pro Se, hereby certify that the foregoing Praecept To Proceed In Forma Pauperis For The Purpose Of Mortgage Foreclosure was served on the following parties, in the manner described:

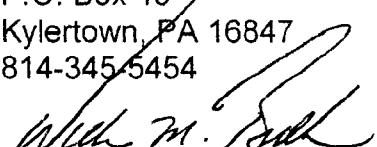
1. WM Specialty Mortgage – Via USPS 1st class mail – December 3, 2008.

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

2. Rhonda L. Brilla – Via USPS 1st class mail – December 3, 2008.

Miller, Kistler, Campbell, et al.
Brian K. Marshall, Esq.
720 South Atherton Street
State College, PA 16801

William M. Brilla
133 Second Street
P.O. Box 43
Kylertown, PA 16847
814-345-5454


William M. Brilla, Pro Se

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

WM SPECIALITY MORTGAGE LLC,
Plaintiff

*
*
*
*

WILLIAM MICHAEL BRILLA,
Defendant

vs.

NO. 08-2083-CD

ORDER

NOW, this 5th day of December, 2008, the Court having received and reviewed the Plaintiff's *pro se* Praeclipe To Proceed IFP for the Purpose of Mortgage Foreclosure ; it is the ORDER of this Court that the Plaintiff's Praeclipe to Proceed *in forma pauperis* be and is hereby DENIED, as the Court is not aware of any fees that the Plaintiff is required to pay in order to file documents in this case with the Prothonotary.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 2CC Def.
013:55 AM 133 Second St.
DEC 05 2008 PO Box 43
Knoxton, PA 16847
S William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2083-CD

WM SPECIALTY MORTGAGE LLC

vs

RHONDA BRILLA and WILLIAM MICHAEL BRILLA

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 2 OF 2

SERVE BY: 11/29/1930

HEARING:

PAGE: 104856

DEFENDANT: WILLIAM MICHAEL BRILLA

ADDRESS: BOX 43, 2ND ST., A/K/A 133 2ND ST. *ah* 133 2nd St.
KYLERTOWN, PA 16847

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

5 FILED

03:30pm

DEC 12 2008

WM

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW This 18th day Nov 2008 AT 1:40 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM MICHAEL BRILLA, DEFENDANT

BY HANDING TO William M. Brilla / Def

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

ADDRESS SERVED 133 2nd St Kylertown

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR WILLIAM MICHAEL BRILLA

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO WILLIAM MICHAEL BRILLA

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven
Deputy Signature

George F. DeHaven
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2083-CD

WM SPECIALTY MORTGAGE LLC

vs

RHONDA BRILLA and WILLIAM MICHAEL BRILLA

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 11/29/1930

HEARING:

PAGE: 104856

DEFENDANT: RHONDA BRILLA

ADDRESS: BOX 43, 2ND ST., A/K/A 133 2ND ST.
KYLERTOWN, PA 16847

130 2nd St

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

5
FILED
0/3/30 CM
OCCUPIED
DEC 12 2008
G.F. DAW

ATTEMPTS

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, This 18th day of Nov 2008 AT 1:43 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON RHONDA BRILLA, DEFENDANT

BY HANDING TO Rhonda Brilla, Def

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

ADDRESS SERVED

130 2nd St Kylertown

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR RHONDA BRILLA

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO RHONDA BRILLA

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. Hawkins
Deputy Signature
George F. Hawkins
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WM Specialty Mortgage LLC	Plaintiff	Docket Number: CD: 2008-2083-CD
v.		
William Michael Brilla	Defendant	Case Type: Civil – Mortgage Foreclosure
		Pleading Type Praecipe To Proceed IFP For The Purpose Of Mortgage Foreclosure
		Judge: Paul E. Cherry
		Filed by: Plaintiff, Pro Se
		William M. Brilla 133 Second Street P.O. Box 43 Kylertown, PA 16847 814-345-5454

5
FILED NO CC
10/12/52 BX
DEC 04 2008 GW

William A. Shaw
Prothonotary/Clerk of Courts

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

WM SPECIALITY MORTGAGE LLC,
Plaintiff

VS.

WILLIAM MICHAEL BRILLA,
Defendant

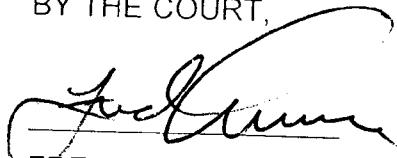
*
*
*
*

NO. 08-2083-CD

ORDER

NOW, this 5th day of December, 2008, the Court having received and reviewed the Plaintiff's *pro se* Praeclipe To Proceed IFP for the Purpose of Mortgage Foreclosure ; it is the ORDER of this Court that the Plaintiff's Praeclipe to Proceed *in forma pauperis* be and is hereby DENIED, as the Court is not aware of any fees that the Plaintiff is required to pay in order to file documents in this case with the Prothonotary.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 2CC Def.
013-5567 133 Second St.
DEC 05 2008 PO Box 43
william A. Shaw
Prothonotary/Clerk of Court Hyattstown, PA 16847
FK

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

WM SPECIALITY MORTGAGE LLC

Plaintiff

vs.

WILLIAM MICHAEL BRILLA,

Defendant

*

*

*

NO. 08-2083-CD

*

*

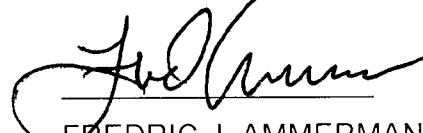
AMENDED ORDER

NOW, this 18th day of December, 2008 it is the ORDER of this Court that this Court's Order of December 5, 2008 shall be and is hereby AMENDED to read as follows:

ORDER

NOW, this 5th day of December, 2008, the Court having received and reviewed the Defendant's *pro se* Praecipe to Proceed IFP for the Purpose of Mortgage Foreclosure, it is the ORDER of this Court that the Defendant's Praecipe to Proceed *in forma pauperis* be and is hereby DENIED, as the Court is not aware of any fees that the Defendant is required to pay in order to filed documents in this case with the Prothonotary.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED 2CC Def. -

01/14/09
DEC 18 2008

133 Second St.

Po Box 43

Kylestown, PA 16847

(610)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

FILED

WM Specialty Mortgage, LLC.
Plaintiff

v.

William M. Brilla
Defendant

Docket Number:
08-2083-CD

DEC 22 2008
011:30 AM (GK)
William A. Shaw
Prothonotary/Clerk of Courts
1 cent to DEPT

Case Type:
Civil - Mortgage Foreclosure

Pleading Type:
Pa.R.A.P., Rule 551
Continuation Of In Forma Pauperis
Status For Purposes Of Appeal
Verified Statement

Judge:
Fredric J. Ammerman

Filed by:
Plaintiff, Pro Se

William M. Brilla
133 Second Street
P.O. Box 43
Kylertown, PA 16847
814-345-5454

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WM Specialty Mortgage, LLC.
Plaintiff

Docket Number:
08-2083-CD

v.

William M. Brilla
Defendant

Case Type:
Civil - Mortgage Foreclosure

Pleading Type:
Pa.R.A.P., Rule 551
Continuation Of In Forma Pauperis
Status For Purposes Of Appeal
Verified Statement

VERIFIED STATEMENT

CONTINUATION OF IN FORMA PAUPERIS STATUS

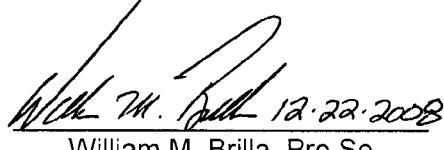
FOR THE PURPOSES OF APPEAL

The Defendant, in conformity with the Pa.R.A.P., Rule 551, respectfully requests that he be allowed to proceed In Forma Pauperis, in the above captioned matter, in the Superior Court of Pennsylvania, and in support thereof avers as follows:

1. A previous IFP order was approved by Judge Paul E. Cherry, Clearfield County Court of Common Pleas, December 4, 2006. A copy of the Defendant's order is attached as (Exhibit A).
2. There has been no substantial change in the financial condition of the Defendant since that time.
3. The defendant is unable to pay the costs and fees on appeal.

AFFIDAVIT

I verify that the statements made in this Verified Statement: Continuation Of In Forma Pauperis Status For The Purposes Of Appeal are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.



William M. Brilla 12-22-2008

William M. Brilla, Pro Se

EXHIBIT A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

RHONDA L. BRILLA Plaintiff)
vs.) . No. 2002-1648-CD
WILLIAM M. BRILLA Defendant)

ORDER

NOW THIS the 4th day of December, 2006, upon
consideration of the Praeipe for In Forma Pauperis, filed by the defendant, it is hereby
the order of this court that the defendants praecipe shall be granted, and that he shall
be allowed to proceed In Forma Pauperis, in the above captioned matter.

BY THE COURT:

/s/ Paul E. Cherry

1

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

DEC 05 2006

Attest

William G. *John*
Prothonotary
Clerk of Courts

Harrison Ross Byck, Esq. P.C.
Attorney I.D. No. 61511
229 Plaza Blvd., Suite 112
Morrisville, PA 19067
1-888-275-6399 // (215) 428-0666

Attorney for Plaintiff

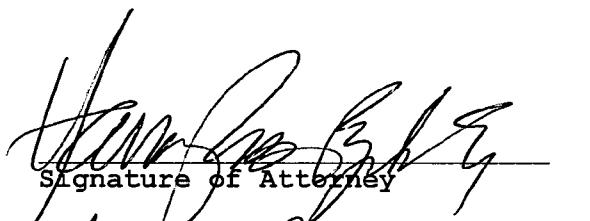
CACH, LLC.)	CLEARFILED COUNTY
4340 SOUTH MONACO STREET 2ND)	COURT OF COMMON PLEAS
FLOOR)	
DENVER, CO 80237)	
)	
Plaintiff,)	
)	
vs.)	No. : 2008-00748-CD
)	
TRACEY A. FURROW)	
3067 MORRISDALE-ALLPORT HIGHWAY)	
APARTMENT # 2-B)	
MORRISDALE, PA 16857)	
)	
Defendant.)	

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

() Reissue Writ
(X) Reinstate Complaint

FILED 3CC & 3 Re-instate
M 11:05 AM
DEC 22 2008 Comp. to Atty
William A. Shaw Atty pd. \$7.00
Prothonotary/Clerk of Courts (60)


Signature of Attorney

Print Name

Attorney ID # 61511

In the Court of Common Pleas of Clearfield County

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff

vs.

RHONDA BRILLA
WILLIAM MICHAEL BRILLA
(Mortgagor(s) and Record Owner(s))
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

No. 2008-2083-CD

Defendant(s)

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 RHONDA BRILLA and WILLIAM MICHAEL BRILLA by default for want of an Answer.

Assess damages as follows:

\$49,706.10

Debt

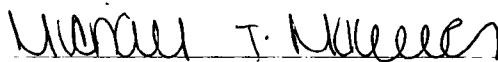
Interest from 01/29/2009 to Date of Sale

Total

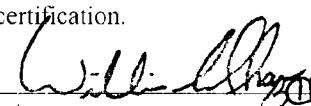
(Assessment of Damages attached)

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 29, 2009, Judgment is entered in favor of WM SPECIALTY MORTGAGE LLC and against RHONDA BRILLA and WILLIAM MICHAEL BRILLA by default for want of an Answer and damages assessed in the sum of \$49,706.10 as per the above certification.


Prothonotary

FILED Atty pd.
2000
JAN 29 2009 Order of Judg.
to Defs.
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Atty
60

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

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff

No. 2008-2083-CD

vs.

RHONDA BRILLA
WILLIAM MICHAEL BRILLA
(Mortgagors and Record Owner(s))
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

Defendant(s)

**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 A. Shaw Sr.
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: December 9, 2008

TO:

RHONDA BRILLA

Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff

vs.
RHONDA BRILLA
WILLIAM MICHAEL BRILLA
(Mortgagor(s) and Record Owner(s))
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

Defendant(s)

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 2008-2083-CD

TO: **RHONDA BRILLA**

Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

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.

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

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: December 9, 2008

TO:

RHONDA BRILLA

130 2ND Street

Kylertown, PA 16847

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff

vs.
RHONDA BRILLA
WILLIAM MICHAEL BRILLA
(Mortagor(s) and Record Owner(s))
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

Defendant(s)

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 2008-2083-CD

TO: **RHONDA BRILLA**
130 2ND Street
Kylertown, PA 16847

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.

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

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: **December 9, 2008**

TO:

WILLIAM MICHAEL BRILLA
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff

vs.
RHONDA BRILLA
WILLIAM MICHAEL BRILLA
(Mortgagor(s) and Record Owner(s))
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

Defendant(s)

In the Court of
Common Pleas
of Clearfield County

CIVIL ACTION - LAW

Action of
Mortgage Foreclosure

Term
No. 2008-2083-CD

TO: **WILLIAM MICHAEL BRILLA**
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

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.

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

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, RHONDA BRILLA, is about unknown years of age, that Defendant's last known residence is 130 2nd Street, Kylertown, PA 16847, 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: 112810a

Michael T. McKeever

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, WILLIAM MICHAEL BRILLA, is about unknown years of age, that Defendant's last known residence is Box 43 2nd Street, a/k/a 133 2nd Street, Kylertown, PA 16847, 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: 1/28/09

Michael T. Kellien

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

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff
vs.

RHONDA BRILLA
WILLIAM MICHAEL BRILLA
(Mortgagor(s) and Record owner(s))
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION LAW

ACTION OF MORTGAGE FORECLOSURE

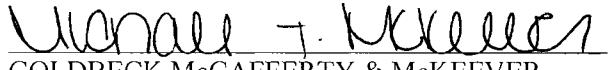
No. 2008-2083-CD

ORDER FOR JUDGMENT

Please enter Judgment in favor of WM SPECIALTY MORTGAGE LLC, and against RHONDA BRILLA and WILLIAM MICHAEL BRILLA 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 \$49,706.10.


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 WM SPECIALTY MORTGAGE LLC 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 RHONDA BRILLA, 130 2nd Street Kylertown, PA 16847 and WILLIAM MICHAEL BRILLA, Box 43 2nd Street, a/k/a 133 2nd Street Kylertown, PA 16847;

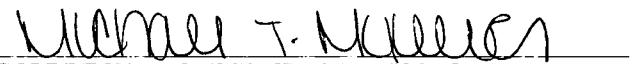

GOLDBECK McCAFFERTY & McKEEVER
BY: Michael T. McKeever
Attorney for Plaintiff

ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

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

Principal Balance	\$40,055.89
Interest from 01/01/2008 through 01/28/2009	\$5,575.10
Reasonable Attorney's Fee	\$2,002.79
Late Charges	\$325.07
Costs of Suit and Title Search	\$900.00
Escrow Payments Due 0 X \$0.00	\$0.00
Real Estate Taxes	\$677.00
Fees	\$28.50
Recoverable Balance	\$141.75
<hr/>	
	\$49,706.10


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

AND NOW, this 29th day of January, 2009 damages are assessed as above.



Pro Prothy

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

WM Specialty Mortgage LLC
Plaintiff(s)

No.: 2008-02083-CD

Real Debt: \$49,706.10

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Rhonda Brilla

Entry: \$20.00

William Michael Brilla

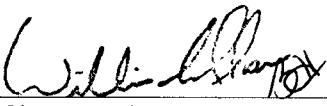
Defendant(s)

Instrument: Default Judgment

Date of Entry: January 29, 2009

Expires: January 29, 2014

Certified from the record this 29th day of January, 2009.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
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

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff

vs.

RHONDA BRILLA
WILLIAM MICHAEL BRILLA
Mortgagor(s) and Record Owner(s)
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

Defendant(s)

IN THE COURT OF COMMON PLEAS
of Clearfield County
CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE
No. 2008-2083-CD

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter:

Amount Due	\$49,706.10
Interest from 01/29/2009 to Date of Sale at 12.9000%	_____
(Costs to be added)	_____
Prothonotary costs	135.00

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

FILED Atty pd.
M 1:55 P.M. 20.00
JAN 29 2009 1CC & 6 Writs

5 William A. Shaw
Prothonotary/Clerk of Courts
w/prop. desc.
to Sheriff
(61)

Term
No. 2008-2083-CD
IN THE COURT OF COMMON PLEAS
WM SPECIALTY MORTGAGE LLC

vs.

RHONDA BRILLA and
WILLIAM MICHAEL BRILLA
(Mortgagor(s) and Record Owner(s))
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

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

ALL that certain tract or piece of land situate, lying and being in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at post on fifty foot (50) Street and sixteen foot (16) alley by Church lot; thence West along said alley one hundred sixty-five (165) feet to post on sixteen foot (16) alley; thence North along said alley two hundred sixty-four (264) feet to post on sixteen foot (16) alley; thence East along said alley one hundred sixty-five (165) feet to post on fifty foot (50) Street; thence South along said Street two hundred sixty-four (264) feet to post and point of beginning. Being Lot Nos. 65-6-7.8 in the plan or draft of lots known as Showmaker's Addition to Kylertown.

EXCEPTING and RESERVING a lot approximately sixty-six (66) feet by one hundred sixty-five (165) feet in size previously conveyed to one Barger by Deed recorded in Deed Book 223, page 193.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 110-R8-556-2.

PROPERTY ADDRESS: BOX 43 2ND STREET A/K/A 133 2ND STREET,
KYLERTOWN, PA 16847

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

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff
vs.

RHONDA BRILLA
WILLIAM MICHAEL BRILLA
(Mortgagor(s) and Record Owner(s))
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

Defendant(s)

IN THE COURT OF COMMON PLEAS

of Clearfield County

CIVIL ACTION - LAW

ACTION OF MORTGAGE FORECLOSURE

No. 2008-2083-CD

AFFIDAVIT PURSUANT TO RULE 3129

WM SPECIALTY MORTGAGE LLC, 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:

Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

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

RHONDA BRILLA
130 2nd Street
Kylertown, PA 16847

WILLIAM MICHAEL BRILLA
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

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

RHONDA BRILLA
130 2nd Street
Kylertown, PA 16847

WILLIAM MICHAEL BRILLA
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

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

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

PENNSYLVANIA HOUSING FINANCE AGENCY
211 North Front Street
P.O. BOX 15530
Harrisburg, PA 17105

PENNSYLVANIA HOUSING FINANCE AGENCY
211 North Front Street
PO BOX 15057
Harrisburg, PA 17101

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
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

(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 28, 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

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

vs.

RHONDA BRILLA
WILLIAM MICHAEL BRILLA
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

In the Court of Common Pleas of
Clearfield County

No. 2008-2083-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield

To the Sheriff of Clearfield County, Pennsylvania

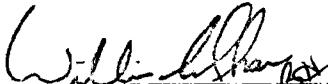
To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

PREMISES: Box 43 2nd Street, a/k/a 133 2nd Street Kylertown, PA 16847

See Exhibit "A" attached

AMOUNT DUE	\$49,706.10
Interest From 01/29/2009	
Through Date of Sale	
(Costs to be added)	
Prothonotary costs	135.00

Dated: 1/29/09


Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Term
No. 2008-2083-CD

IN THE COURT OF COMMON PLEAS
WM SPECIALTY MORTGAGE LLC

vs.

RHONDA BRILLA and
WILLIAM MICHAEL BRILLA

Mortgor(s)
Box 43 2nd Street, a/k/a 133 2nd Street Kylertown, PA 16847

WRIT OF EXECUTION

(Mortgage Foreclosure)

REAL DEBT	\$49,706.10
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ <u>135.00</u>
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	\$ _____
Judg. Fee	\$ _____
Crt.	\$ _____
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 tract or piece of land situate, lying and being in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at post on fifty foot (50) Street and sixteen foot (16) alley by Church lot; thence West along said alley one hundred sixty-five (165) feet to post on sixteen foot (16) alley; thence North along said alley two hundred sixty-four (264) feet to post on sixteen foot (16) alley; thence East along said alley one hundred sixty-five (165) feet to post on fifty foot (50) Street; thence South along said Street two hundred sixty-four (264) feet to post and point of beginning. Being Lot Nos. 65-6-7.8 in the plan or draft of lots known as Showmaker's Addition to Kylertown.

EXCEPTING and RESERVING a lot approximately sixty-six (66) feet by one hundred sixty-five (165) feet in size previously conveyed to one Barger by Deed recorded in Deed Book 223, page 193.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 110-R8-556-2.

PROPERTY ADDRESS: BOX 43 2ND STREET A/K/A 133 2ND STREET,
KYLERTOWN, PA 16847

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104856
NO: 08-2083-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WM SPECIALTY MORTGAGE LLC
VS.
DEFENDANT: RHONDA BRILLA and WILLIAM MICHAEL BRILLA

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GOLDBECK	357896	20.00
SHERIFF HAWKINS	GOLDBECK	357896	41.55

S
FILED
01/00 am
FEB 13 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WM Specialty Mortgage LLC Plaintiff

Docket Number:
CD: 2008-2083-CD

v.

William Michael Brilla Defendant

Case Type:
Civil – Mortgage Foreclosure

Pleading Type
Petition To Open, Strike, and/or
Stay Judgment

Judge:

Filed by:
Plaintiff, Pro Se

William M. Brilla
133 Second Street
P.O. Box 43
Kylertown, PA 16847
814-345-5454

No scheduling
order

3/1/3384
FILED 2cc
MAR 30 2009
W. Brilla
B
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WM Specialty Mortgage LLC	Plaintiff	Docket Number: CD: 2008-2083-CD
v.		
William Michael Brilla	Defendant	Case Type: Civil – Mortgage Foreclosure

PETITION TO OPEN, STRIKE AND/OR STAY JUDGMENT

NOW COMES the Defendant, William M. Brilla, Pro Se, who files the following
Petition To Open, Strike, And/Or Stay Judgment, and avers as follows:

I. HISTORY

1. A mortgage was obtained by the Defendants William M. Brilla, and Rhonda L. Brilla, in the Fall of 2001, from Ameriquest Mortgage Company, for the purpose of paying down marital debt.
2. This mortgage was obtained on the residence of William M. Brilla's Mother, for the property specified in the Plaintiff's action of foreclosure.
3. The Defendants separated in October 2002, and were divorced in June 2003.
4. Upon separation, the Defendant, William M. Brilla, took up residence at this property, with his Mother, and has lived there continuously since October 2002.

5. Subsequent to the divorce of the Defendants, Ameriquest Mortgage Company, assigned, transferred, or sold the mortgage to Citi Residential Lending.
6. In 2006 the Defendant, William M. Brilla, became delinquent in his mortgage payments due to an abusive and excessive order for child support that failed to properly consider his low income, and the unusually large and fixed obligation of the mortgage.
7. The Defendant, William M. Brilla, received an Act 91 Notice from Citi Residential Lending in the Spring of 2006.
8. The Defendant applied for, and received, assistance from the Commonwealth of Pennsylvania, through the Pennsylvania Housing and Finance Association (hereinafter PHFA), under the Homeowner Emergency Mortgage Assistance Program (hereinafter HEMAP).
9. The Defendant, William M. Brilla, received 20 months of mortgage assistance from PHFA-HEMAP, until February 2008, at which time he again fell delinquent in the mortgage payment, due to being unemployed.
10. Subsequently, Citi Residential Lending served the Defendant, William M. Brilla, with another Act 91 Notice, which he responded to by having the required face-to-face meeting, with an approved credit-counseling agency, for reinstatement of assistance through PHFA-HEMAP. This notice is attached to the Plaintiff's action for foreclosure.

11. PHFA-HEMAP denied the Defendant, William M. Brilla's, request for additional mortgage assistance in July 2008, for inability to resume regular mortgage payments, due to continued unemployment.
12. The present action for foreclosure followed in November 2008.

II. JUSTIFICATION TO OPEN, STRIKE, AND/OR STAY JUDGMENT

13. An assignment of mortgage was filed in this matter in October 2008, to WM Specialty Mortgage, LLC., the Plaintiff named herein.
14. The Defendant, William M. Brilla, after lengthy investigation, has been unable to determine if WM Specialty Mortgage is the actual Plaintiff in this matter, or if it is Citi Residential Lending. According to the action for foreclosure both, are alternately listed as plaintiffs, with authority to negotiate with the Defendant.
15. Both agents have failed to negotiate with the Defendant in reasonable and practical terms to avoid foreclosure.
16. The Plaintiff's falsely claimed that the Defendant, William M. Brilla, failed to have the required face-to-face meeting with an approved credit-counseling service, in their action for foreclosure.
17. In December 2008, the Defendant, William M. Brilla, received notice from Citi Residential Lending of their intent to assign, transfer or sell their interest in the mortgage to Chase Home Finance. SEE EXHIBIT A
18. As Chase Home Finance is the present holder of the mortgage, the Defendant, William M. Brilla, believes, and therefore avers, that the

present judgment should be struck, due to the fact that the named Plaintiffs are no longer a party of interest.

19. Additional evidence regarding this lack of standing lies in the fact that Chase Home Finance, as the new holder of the mortgage, was compelled by statute, to initiate new Act 91 procedures, the purpose of which is to prevent/stay foreclosure. SEE EXHIBIT B
20. The Defendant, William M. Brilla, had the required face-to-face meeting with an approved credit-counseling agency, on March 2, 2009 at:

CCCS of Western PA
917A Logan Blvd.
Altoona, PA 16602
888-511-2227
21. This action alone, taken by the Defendant, William M. Brilla, stays all foreclosure proceedings until PHFA-HEMAP makes a final determination regarding his application for mortgage assistance.
22. According to information received from PHFA-HEMAP, by the Defendant, William M. Brilla, the Plaintiff has failed to notify PHFA-HEMAP, the second mortgage holder on the property, as required by law, of their intention to foreclose. This failure jeopardizes the interests of the Commonwealth of Pennsylvania.
23. The new mortgage holder, Chase Home Finance, has been much more understanding of the financial circumstances of the Defendant, William M. Brilla, and is considering an application for loan modification.
24. As part of the loan modification process, Chase Home Finance has asked for a good faith payment of the monthly mortgage payment in the amount

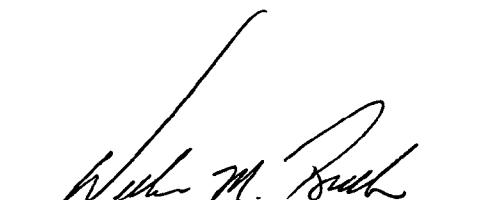
of \$452.68. The Defendant has thus far made one payment to Chase Home Finance, which has been accepted and credited to his account. The second payment is due, and will be made on or about March 31, 2009.

25. On March 23, 2009 the Defendant, William M. Brilla, obtained full time employment. This change in circumstance will now allow the Defendant more options for saving his home, and ending the necessity of an action in foreclosure.

Wherefore, for the reasons stated in Section II. - Justification to Open, Strike, and/or Stay Judgment, the Defendant believes, and therefore avers, he is entitled to the relief sought, by any means the Court deems appropriate.

AFFIDAVIT

I verify that the statements made in this Petition To Open, Strike And/Or Stay Judgment are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.



William M. Brilla, Pro Se

03.30.2009
Date

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WM Specialty Mortgage LLC	Plaintiff	Docket Number:
		CD: 2008-2083-CD
v.		
William Michael Brilla	Defendant	Case Type:
		Civil – Mortgage Foreclosure

CERTIFICATE OF SERVICE

I, William M. Brilla, acting Pro Se, hereby certify that the foregoing Petition To Open, Strike And/Or Stay Judgment was served on the following parties, in the manner described:

1. WM Specialty Mortgage – Via USPS 1st class mail – March 30, 2009.

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

William M. Brilla
133 Second Street
P.O. Box 43
Kylertown, PA 16847
814-345-5454

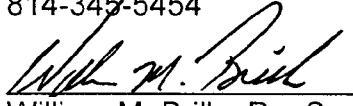

William M. Brilla, Pro Se

EXHIBIT A



Citi Residential Lending

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

December 15, 2008

#BWNKZZS
William Michael Brilla 12670
Rhonda Brilla
PO Box 43
Kylertown, PA 16847-0043

XXXXXXXXXXXXXXXXXXXX

Re: Loan No. 0032588352
Due Date: 02-01-08
Property Address: Box 43 2nd St, Kylertown PA 16847

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of the above mortgage loan, is being assigned, sold or transferred from Citi Residential Lending to Chase Home Finance, LLC. effective January 1, 2009.

This assignment, sale or transfer will only affect the servicing of your loan. All other terms contained in your mortgage documents remain in effect. Please note that if you have other loans serviced by Citi Residential Lending, these loans will remain with Citi Residential Lending unless you are informed otherwise.

Your present servicer is Citi Residential Lending. If you have any questions relating to the transfer of servicing, call our Customer Care Department between 6:00 a.m. to 6:00 p.m., PST, Monday through Friday at (800) 430-5262.

Your new servicer will be Chase Home Finance, LLC. Below are its contacts for Correspondence and Payment questions:

(CORRESPONDENCE)	(PAYMENTS)
Chase Home Finance	Chase Home Finance
Attn: Research	PO Box 78116
PO Box 24573	Phoenix, AZ 85062-8116
Columbus, OH 43224	

The toll-free telephone number of your new servicer is (800) 548-7912. If you have any questions relating to the transfer of servicing, call Customer Service between 8:00 a.m. and 9:00 p.m., EST, Monday - Friday, and Saturday, 8:00 a.m. to 5:00 p.m., EST.

The date that your present servicer will stop accepting payments from you is December 31, 2008. The date that your new servicer will start accepting payments from you is January 1, 2009. Send all payments due on or after that date to your new servicer.

Federal law requires us to notify you that we are acting as a debt collector and any information we collect from you will be used for the purpose of collecting your debt. Unless federal law otherwise prohibits, we may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report. Please be advised that if your loan is in a bankruptcy or has been discharged, this is not an attempt to collect a debt but is sent to you for informational purposes only.

EXHIBIT B

Chase Home Finance LLC (CA2-0818)
PO BOX 509011
San Diego, CA 92150-9011

February 05, 2009

William Michael Brilla
PO BOX 43
Kylertown, PA 16847-0043

Your house is your home. We want to keep it that way.

We need to talk--call (800) 548-7916 today.

You're going through tough times--we can help. In fact, we believe **your home loan may be eligible for a loan modification program**--we may be able to change the term of your loan, the interest rate, and maybe even the principal due date, to reduce the monthly payment to an amount you can afford.

Call us today at (800) 548-7916 so we can help you turn things around. We'll discuss your current situation (outlined in the enclosed letter) and the options available to you. But we cannot stress enough that the longer you delay calling us--the fewer chances you may have to keep your home.

It will only take a few minutes on the phone--one of our Loan Specialists will work with you to determine the option that best fits your needs. There are several options available--**call us now** and let's see which one will work best for you.

We are committed to working with you, **but you must call us immediately at (800) 548-7916--the longer you delay the fewer options you may have.**

Homeowner's Assistance Department
Chase Home Finance LLC
(800) 548-7916
(800) 582-0542 TDD / Text Telephone

P.S. The enclosed legal letter outlines, in detail, your current situation and **the consequences that will occur unless we receive the required financial information from you and can approve you for a modification.** Once you call us with the information needed, then we can work together to determine the option that will work best for you. We cannot guarantee that you will be approved, but your only chance of saving your home is by contacting us immediately. Please don't delay--call us now at **(800) 548-7916.**

FCL MTM

Chase Home Finance LLC (CA2-0818)
PO BOX 509011
San Diego, CA 92150-9011

Thursday, February 05, 2009

William Michael Brilla
PO BOX 43
Kylertown, PA 16847-0043

Acceleration Warning (Notice of Intent to Foreclose)

Account: 32588352

Property Address: Box 43 2nd Street
Kylertown, PA 16847-0000 (the "Property")

Dear Mortgagor:

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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 HOMEOWNERS' EMERGENCY 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 THIRTY-THREE (33) 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 (800) 342-2397. (Persons with impaired hearing may 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 A ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDE SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

HOMEOWNER'S NAME(S): William Michael Brilla
Rhonda Brilla
PROPERTY ADDRESS: Box 43 2nd Street
Kylertown, PA 16847-0000
LOAN NUMBER: 32588352
CURRENT LENDER/SERVICER: Chase Home Finance LLC

HOMEOWNERS' 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 HOMEOWNERS' 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 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 (plus three [3] days for mailing). 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 THIRTY-THREE (33) DAYS OF THE DATE OF THIS NOTICE. 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 Agencies 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 default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). You have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Program. To do so, you must fill out, sign, and file a completed Homeowners' 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. To temporarily stop the lender from filing a foreclosure action, your application MUST be forwarded to Pennsylvania Housing Finance Agency and received within thirty (30) days of your face-to-face meeting with the counseling agency.

YOU SHOULD FILE A HEMAP APPLICATION AS SOON AS POSSIBLE. IF YOU HAVE A

MEETING WITH A COUNSELING AGENCY WITHIN THIRTY-THREE (33) DAYS OF THE POSTMARK DATE OF THIS NOTICE AND FILE AN APPLICATION WITH PENNSYLVANIA HOUSING FINANCE AGENCY WITHIN THIRTY (30) DAYS OF THAT MEETING, THEN THE LENDER WILL BE TEMPORARILY PREVENTED FROM STARTING A FORECLOSURE ACTION AGAINST YOUR PROPERTY, AS EXPLAINED ABOVE, IN THE SECTION CALLED "TEMPORARY STAY OF FORECLOSURE."

YOU HAVE THE RIGHT TO FILE A HEMAP APPLICATION EVEN BEYOND THESE TIME PERIODS. A LATE APPLICATION WILL NOT PREVENT THE LENDER FROM STARTING A FORECLOSURE ACTION, BUT IF YOUR APPLICATION IS EVENTUALLY APPROVED AT ANY TIME BEFORE A SHERIFF'S SALE, THE FORECLOSURE WILL BE STOPPED.

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 requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATIONAL 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 held by the above lender on your property located at: Box 43 2nd St, Kylertown, PA, IS SERIOUSLY IN DEFAULT because:

A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS starting 2/1/2008 through 2/5/2009, and the following amounts are now past due.

If you have any questions about the amounts below, please contact us as soon as possible at (800) 548-7916.

Total Monthly Payments Past Due:	\$6,383.42
Late Charges:	\$298.34
Other Fees:	\$4,213.75
TOTAL AMOUNT DUE TO CURE DEFAULT:	\$10,895.51

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 \$10,895.51 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30)-DAY PERIOD. Accounts not including an escrow monthly deposit may not reflect the entire escrow amount advanced and due on the loan. Payments must be made in the form of cash, cashier's check, money order, or certified check and sent to:

Regular Mail: Chase Home Finance LLC
Mail Code AZ1-2175
PO BOX 78116
Phoenix, AZ 85062-8116

Overnight Mail: Chase Home Finance LLC
Attention BOX 78116
Mail Code AZ1-2175
1820 East Sky Harbor Circle South
Phoenix, AZ 85034-9700

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 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 fees actually incurred by the lender even if they exceed \$50.00. Any attorney 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 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 total amount then past due, plus any late or other charges then due, reasonable attorney 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 five to six (5-6) 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:

Name of Lender:	Chase Home Finance LLC
Address:	Mail Code CA2-0818
	PO BOX 509011
	San Diego, CA 92150-9011
Phone Number:	(800) 548-7916
Fax Number:	(877) 287-7559
Contact Person:	Thomas McQuillan
E-Mail Address:	thomas.c.mcquillan@jpmchase.com

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 might be eligible to 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 fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied. To determine eligibility, you must contact our office to verify the assumability of your property.

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 OF 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.

Chase Home Finance LLC is attempting to collect a debt, and any information obtained will be used for that purpose.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Sincerely,
Collections Department
Chase Home Finance LLC
(800) 548-7916
(800) 582-0542 TDD / Text Telephone

Enclosures

1. Housing Counseling Agencies-Agencias para Consejo al Cliente
2. Homeowner's Assistance Brochure

CERTIFIED MAIL: Return Receipt Requested and First Class Mail

BR850-1

Housing Counseling Agencies-Agencias para Consejo al Cliente

Please note: Many of the agencies offer workshops at various sites; call to find a location near you.

Report last updated: 5/29/2008 2:06:58

Northwest Counseling Services

Michelle Lewis
5001 N. Broad Street
Philadelphia PA 19141
215.324.7500
Fax Number: 215.324.8753

Philadelphia Council for Comm Advancement

LaVerne Jones
1617 JFK Boulevard, Ste 1550
Philadelphia PA 19103
215.567.7803
Fax Number: 215.963.9941

Rural Opportunities, Inc.

Michael Johnson
1625 N. Front Street
Harrisburg PA 17102
717.234.6616
Fax Number: 717.234.6692

TABOR Community Services, Inc.

Kay Moshier McDivitt
308 East King Street
Lancaster PA 17602
717.397.5182
Fax Number: 717.399.4127

Urban League of Philadelphia

Darryl Vereen
121 S. Broad St., 9th Floor
Philadelphia PA 19107
215.985.3220
Fax Number: 215.985.3227

Clarion County

Butler Home Ownership Program

Rebecca Veith
114 Woody Drive
Butler PA 16001
724.287.6797
Fax Number: 724.287.7906

CCCS of Western PA

Mary Loftus
112 Hollywood Dr. Suite 101
Butler PA 16001
888.511.2227
Fax Number: 412.390.1336

Voices for Independence

Constance Burnett
1107 Payne Avenue
Erie PA 16503
814.874.0064
Fax Number: 814.874.3497

Clearfield County

C C C Service of N.E.P.A.
Craig Selner
401 Laurel Street
Pittston PA 18640
800.922.9537
Fax Number: 814.238.3669

CCCS of Western PA

Mary Loftus
917 A Logan Blvd.
Altoona PA 16602
888.511.2227
Fax Number: 412.390.1336

Indiana County Community Action Program

Randy Foster
827 Water Street
Indiana PA 15701
724.465.2657
Fax Number: 724.465.5118

Northern Cambria Group (NORCAM)

Vicki Vasile
4200 Crawford Avenue S-200
Northern Cambria PA 15714
814.948.4444
Fax Number: 814.948.4449

Rural Opportunities, Inc.

Michael Johnson
1625 N. Front Street
Harrisburg PA 17102
717.234.6616
Fax Number: 717.234.6692

Clinton County

C C C Service of N.E.P.A.
Craig Selner
401 Laurel Street
Pittston PA 18640
800.922.9537
Fax Number: 814.238.3669

Step, Inc.

Dan Merk
2138 Lincoln Street
Williamsport PA 17701
570.326.0587
Fax Number: 570.322.2197

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

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff

vs.

RHONDA BRILLA
WILLIAM MICHAEL BRILLA
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 2008-2083-CD

PRAECIPE TO VACATE JUDGMENT

TO THE PROTHONOTARY:

Kindly vacate the judgment upon payment of your costs only.


MICHAEL T. MCKEEVER, ESQUIRE

7/11/2011 pd \$7.00 Att
No CC & No Cert for
Att'y
W.A. Shaw
Prothonotary Clerk of Courts

GOLDBECK McCAFFERTY & MCKEEVER

ATTORNEY FOR PLAINTIFF

BY: Michael T. McKeever

Attorney I.D. #56129

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

215-825-6321

WM SPECIALTY MORTGAGE LLC

10801 6th Street

Suite 130

Rancho Cucamonga, CA 91730

Plaintiff

vs.

RHONDA BRILLA

WILLIAM MICHAEL BRILLA

Box 43 2nd Street, a/k/a 133 2nd Street

Kylertown, PA 16847

Defendants

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

No. 2008-2083-CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of your costs only.


Michael T. McKeever, Esquire
Attorney for Plaintiff

FILED NOCC
APR 11 2023
M 11:40 AM per attorney
APR 11 2023
WM

William A. Shaw
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

WM Specialty Mortgage LLC

Vs. No. 2008-02083-CD
Rhonda Brilla
William Michael Brilla

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 April 1, 2009, marked:

Discontinued and ended

Record costs in the sum of \$142.00 have been paid in full by Michael T. McKeever Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of April A.D. 2009.



William A. Shaw, Prothonotary

GOLDBECK McCAFFERTY & McKEEVER
A Professional Corporation
By: Thomas I. Puleo, Esquire
Attorney I.D. #: 27615
Suite 5000 – Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
(215) 627-1322

JA
FILED NO
M 11 01 2009
APR 17 2009
S William A. Shaw
Prothonotary/Clerk of Courts
(60)

Attorney for Plaintiff

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

vs.

RHONDA BRILLA and
WILLIAM MICHAEL BRILLA
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY

No. 2008-2083-CD

**PLAINTIFF'S RESPONSE TO DEFENDANT'S
PETITION TO OPEN, STRIKE AND/OR STAY JUDGMENT**

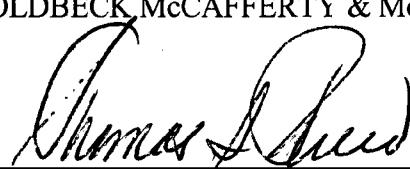
AND NOW COMES Plaintiff, WM Specialty Mortgage LLC, by its attorneys, and responds to the Petition of Defendant, William Michael Brilla, to Open, Strike and/or Stay Judgment, as follows:

1-25. On or about March 31, 2009, Plaintiff filed a Praeclipe to Vacate Judgment and a Praeclipe to Discontinue and End this action. As a result, this case no longer exists and Defendant's Petition should be dismissed as being moot.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order dismissing Defendant's Petition to Open, Strike and/or Stay Judgment as being moot.

Respectfully submitted,

GOLDBECK McCAFFERTY & McKEEVER


Thomas I. Puleo, Esquire
Attorney for Plaintiff

VERIFICATION

THOMAS I. PULEO, hereby states that he is the attorney for Plaintiff herein, and that all of the facts set forth in the attached Response to Defendant's Petition to Open, Strike and/or Stay Judgment are true and correct to the best of his knowledge, information and belief.

The undersigned understands that statements herein are made subject to the penalties of 18 P.S. §4904.



Thomas I. Puleo, Esquire
Attorney for Plaintiff

EXHIBIT "A"

GOLDBECK McCAFFERTY & McKEEVER
ATTORNEY FOR PLAINTIFF
BY: Michael T. McKeever
Attorney ID. #56129
Suite 5000 - Mellon Independence Center
701 Market Street
Philadelphia, PA 19106-1532
215-825-6321

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

Plaintiff

vs.

RHONDA BRILLA
WILLIAM MICHAEL BRILLA
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 2008-2083-CD

PRAECIPE TO DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above case Discontinued and Ended upon payment of your costs only.

Michael T. McKeever
Michael T. McKeever, Esquire
Attorney for Plaintiff

FILED *No. 2008-2083-CD*
11/11/2009 per attorney
APR 01 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

WM Specialty Mortgage LLC

Vs.

No. 2008-02083-CD

Rhonda Brilla
William Michael Brilla

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 April 1, 2009, marked:

Discontinued and ended

Record costs in the sum of \$142.00 have been paid in full by Michael T. McKeever Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of April A.D. 2009.



William A. Shaw, Prothonotary

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

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

vs.

Plaintiff

RHONDA BRILLA
WILLIAM MICHAEL BRILLA
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 2008-2083-CD

PRAYER TO VACATE JUDGMENT

TO THE PROTHONOTARY:

Kindly vacate the judgment upon payment of your costs only.

Michael T. McKeever
MICHAEL T. McKEEVER, ESQUIRE

FILED *04/13/2009 AM*
11:40AM *NACC* *Notice-A-For*
APR 01 2009 *Attty.*

William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Thomas I. Puleo, Esquire

Attorney I.D. #: 78020

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106-1532

(215) 627-1322

ATTORNEY FOR PLAINTIFF

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

vs.

RHONDA BRILLA and
WILLIAM MICHAEL BRILLA
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

No. 2008-2083-CD

CERTIFICATION OF SERVICE

I hereby certify that a true and correct copy of Plaintiff's Response to Defendant's Petition to Open, Strike and/or Stay Judgment was sent by first class mail, postage pre-paid, upon the following on the date listed below:

Rhonda Brilla

130 2nd Street

Kylertown, PA 16847

Rhonda Brilla

Box 43 2nd Street, a/k/a

133 2nd Street

Kylertown, PA 16847

William Michael Brilla

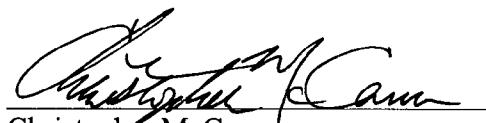
Box 43 2nd Street, a/k/a

133 2nd Street

Kylertown, PA 16847

Date: 4/16/2009

GOLDBECK McCAFFERTY & McKEEVER



Christopher McCann
Paralegal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga CA 91730

vs.

No. 2008-2083-CD

RHONDA BRILLA and
WILLIAM MICHAEL BRILLA
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

ORDER

AND NOW, this 20th, day of April, 2009, upon
consideration of Defendant's Petition to Open, Strike and/or Stay Judgment, and
Plaintiff's Response thereto, it is hereby

ORDERED and DECREED that Defendant's Petition is dismissed as moot.

BY THE COURT:



J.

5
FILED
04/06/2009
APR 20 2009
Atty Rule
William A. Shaw
Prothonotary/Clerk of Courts

GOLDBECK McCAFFERTY & McKEEVER

A Professional Corporation

By: Thomas I. Puleo, Esquire

Attorney I.D. #: 27615

Suite 5000 – Mellon Independence Center

701 Market Street

Philadelphia, PA 19106

(215) 627-1322

ATTORNEY FOR PLAINTIFF

WM SPECIALTY MORTGAGE LLC

10801 6th Street

Suite 130

Rancho Cucamonga, CA 91730

Plaintiff

vs.

RHONDA BRILLA

and WILLIAM MICHAEL BRILLA

Box 43 2nd Street, a/k/a 133 2nd Street

Kylertown, PA 16847

Defendants

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY

No. 2008-2083-CD

S. ... 2008-2083-CD
APR 27 2009
11:50 AM
William A. Shaw
Prothonotary/Clerk of Courts
1 cent to Attn

AFFIDAVIT OF SERVICE

I hereby certify that Court Order dated April 20, 2009, in the above captioned matter was served pursuant to Rule 440 by first class mail on the following parties on the date listed below:

RHONDA BRILLA

130 2nd Street

Kylertown, PA 16847

WILLIAM MICHAEL BRILLA

Box 43 2nd Street, a/k/a 133 2nd Street

Kylertown, PA 16847

RHONDA BRILLA

Box 43 2nd Street, a/k/a 133 2nd Street

Kylertown, PA 16847

SHERIFF OF CLEARFIELD COUNTY

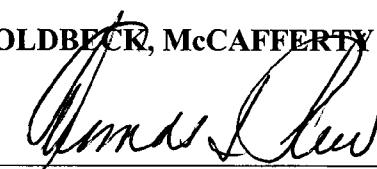
230 E. Market Street

Clearfield, PA 16830

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsifications to authorities.

GOLDBECK, McCAFFERTY & McKEEVER

Date: 4/23/2009


Thomas I. Puleo, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20916
NO: 08-2083-CD

PLAINTIFF: WM SPECIALTY MORTGAGE LLC

vs.

DEFENDANT: RHONDA BRILLA AND WILLIAM MICHAEL BRILLA

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 1/29/2009

LEVY TAKEN 2/17/2009 @ 9:50 AM

POSTED 2/17/2009 @ 9:55 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 6/17/2009

DATE DEED FILED **NOT SOLD**

5
FILED
07:56 AM
JUN 17 2009
William A. Shaw
Prothonotary/Clerk of Courts

DETAILS

2/17/2009 @ 10:00 AM SERVED RHONDA BRILLA

SERVED RHONDA BRILLA, DEFENDANT, AT HER RESIDENCE 130 2ND STREET, KYLERTOWN, CLEARFIELD, COUNTY, PENNSYLVANIA BY HANDING TO RHONDA BRILLA

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.

2/17/2009 @ 9:55 AM SERVED WILLIAM MICHAEL BRILLA

SERVED WILLIAM MICHAEL BRILLA, DEFENDANT, AT HIS RESIDENCE 133 2ND STREET, KYLERTOWN, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO WILLIAM BRILLA

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.

@ SERVED

NOW, FEBRUARY 17, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR MAY 1, 2009.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20916
NO: 08-2083-CD

PLAINTIFF: WM SPECIALTY MORTGAGE LLC

vs.

DEFENDANT: RHONDA BRILLA AND WILLIAM MICHAEL BRILLA

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$203.04

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester A. Hawkins
By Arthur Bittar - Clerk
Chester A. Hawkins
Sheriff

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

WM SPECIALTY MORTGAGE LLC
10801 6th Street
Suite 130
Rancho Cucamonga, CA 91730

vs.

In the Court of Common Pleas of
Clearfield County

RHONDA BRILLA
WILLIAM MICHAEL BRILLA
Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847

No. 2008-2083-CD

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

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: Box 43 2nd Street, a/k/a 133 2nd Street Kylertown, PA 16847

See Exhibit "A" attached

AMOUNT DUE \$49,706.10

Interest From 01/29/2009
Through Date of Sale

(Costs to be added)

Prothonotary costs 135.00

Dated: 1/29/09

Prothonotary, Common Pleas Court
of Clearfield County, Pennsylvania

Deputy _____

Received this writ this 24th day
of January A.D. 2009
At 8:30 A.M./P.M.

Chesler A. Hawkins
by Cynthia Butler Aufenthal

Term
No. 2008-2083-CD

IN THE COURT OF COMMON PLEAS
WM SPECIALTY MORTGAGE LLC

vs.

RHONDA BRILLA and
WILLIAM MICHAEL BRILLA

Mortagor(s)

Box 43 2nd Street, a/k/a 133 2nd Street Kylertown, PA 16847

WRIT OF EXECUTION
(Mortgage Foreclosure)

REAL DEBT	\$49,706.10
INTEREST from	\$ _____
COSTS PAID:	\$ _____
PROTHY	\$ <u>135.00</u>
SHERIFF	\$ _____
STATUTORY	\$ _____
COSTS DUE PROTHY	\$ _____
Office of Judicial Support	
Judg. Fee	
C.R.	
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 tract or piece of land situate, lying and being in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at post on fifty foot (50) Street and sixteen foot (16) alley by Church lot; thence West along said alley one hundred sixty-five (165) feet to post on sixteen foot (16) alley; thence North along said alley two hundred sixty-four (264) feet to post on sixteen foot (16) alley; thence East along said alley one hundred sixty-five (165) feet to post on fifty foot (50) Street; thence South along said Street two hundred sixty-four (264) feet to post and point of beginning. Being Lot Nos. 65-6-7.8 in the plan or draft of lots known as Showmaker's Addition to Kylertown.

EXCEPTING and RESERVING a lot approximately sixty-six (66) feet by one hundred sixty-five (165) feet in size previously conveyed to one Barger by Deed recorded in Deed Book 223, page 193.

Being identified in the Clearfield County Mapping and Assessment Office as Map No. 110-R8-556-2.

PROPERTY ADDRESS: BOX 43 2ND STREET A/K/A 133 2ND STREET,
KYLERTOWN, PA 16847

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME RHONDA BRILLA

NO. 08-2083-CD

NOW, June 17, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on May 01, 2009, I exposed the within described real estate of Rhonda Brilla And William Michael Brilla to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	16.50
MILEAGE POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$203.04

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	49,706.10
INTEREST @	0.00
FROM TO 05/01/2009	
ATTORNEY FEES	
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	\$49,746.10

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	203.04
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$338.04

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

GOLDBECK McCAFFERTY & MCKEEVER
A PROFESSIONAL CORPORATION
SUITE 5000 - MELLON INDEPENDENCE CENTER
701 MARKET STREET
PHILADELPHIA, PA 19106-1532
(215) 627-1322
FAX (215) 627-7734

February 17, 2009

Clearfield

Chester A. Hawkins
SHERIFF OF CLEARFIELD COUNTY
Sheriff's Office
230 E. Market Street
Clearfield, PA 16830
FAX: 814-765-5915

RE: WM SPECIALTY MORTGAGE LLC
vs.
RHONDA BRILLA and WILLIAM MICHAEL BRILLA
Term No. 2008-2083-CD

Property address:

*Box 43 2nd Street, a/k/a 133 2nd Street
Kylertown, PA 16847*

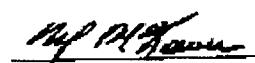
Awaiting Sheriff's Sale Date

Dear Sir/Madam:

Kindly stay the Sheriff's Sale with reference to the above-captioned matter and return any unused costs. I collected \$0.00 towards my client's debt.

Thank you for your cooperation.

Very truly yours,


MICHAEL T. MCKEEVER

MTM/KCH

cc: Foreclosure Department
JP MORGAN CHASE BANK, NA
Acct. #32588352