

08-2145-CD

Wells Fargo al vs Alan B. Kemp al

SHAPIRO & DENARDO, LLC

BY: CHRISTOPHER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447

DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747

MICHAEL CLARK, ESQ., ATTORNEY I.D. NO. 202929

ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

VS.

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

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**FILED** ATTY PAID 95.00  
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NOV 10 2008 NO CC  
William A. Shaw 1 COMPL. SHFF  
Prothonotary/Clerk of Courts

**COMPLAINT - 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 THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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.

12-12-2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *Will A. Shaw* cm

Deputy Prothonotary

2-6-09 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *Will A. Shaw cm*

Deputy Prothonotary

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW  
FIRM IS DEEMED TO BE A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

## NOTICIA

**LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.**

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

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S & K FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
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VS.

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Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

**COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota,  
N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of  
Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage  
Pass-Through Certificates, Series 2002-BC9, the address of which is, 12650 Ingenuity Drive  
Orlando, Florida 32826, brings this action of mortgage foreclosure upon the following cause of  
action:

1. (a) Parties to Mortgage:

Mortgagee: Mortgage Electronic Registration Systems, Inc., as Nominee for BNC  
Mortgage, Inc.

Mortgagor(s): Alan B. Kemp and Laura J. Kemp

(b) Date of Mortgage: September 9, 2002

(c) Place and Date of Record of Mortgage:

Recorder of Deeds  
Clearfield County  
Instrument # 200214969  
Date: September 19, 2002

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments:

Assignor: Mortgage Electronic Registration Systems, Inc., as Nominee for BNC Mortgage, Inc.

Assignee: Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9

Date of Assignment: June 12, 2008

Recording Date: June 19, 2008

Instrument #200809609

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 2322 Viola Pike, Smithmill, Pa 16680 and is more specifically described as attached as part of Exhibit "A":
4. Each Mortgagor named in paragraph 1 executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached and marked as Exhibit "B."
5. The name and mailing address of each Defendant is:  
Alan B. Kemp, 4185 Meadow Way, Marietta, GA 30066; Laura J. Kemp, 4185 Meadow Way, Marietta, GA 30066
6. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
7. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of February 1, 2008 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

8. The following amounts are due as of October 31, 2008:

Principal of Mortgage debt due and unpaid	\$108,188.41
Interest currently due and owing at 8.65% per annum calculated from January 1, 2008 at \$25.64 each day	\$7,820.20
Late Charge of \$82.68 per month assessed on the 16th of each month from February 16, 2008 to October 16, 2008, (9 Months)	\$744.12
Prior Foreclosure Fees	\$6,526.11
Bankruptcy Fees	\$907.00
Accrued Late Charges	\$1,061.06
Appraisal Fees	\$222.00
Property Inspection	\$31.50
Title Search/Report Fees	\$550.00
Attorneys' Fees and Costs	\$5,000.00
<b><u>TOTAL</u></b>	<b>\$131,050.40</b>

9. Interest accrues at a per diem rate of 25.64 each day after October 31, 2008, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.
10. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
11. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "C".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendants, jointly and severally, in the amount set forth in paragraphs 8 and 9, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & DENARDO, LLC

Date: 11/7/08

BY:

Vivian Sison  
Attorneys for Plaintiff

S & D File No. 08-032997

KAREN L. STARK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
 200214969  
 RECORDED ON  
 SEP 19, 2002  
 12:40:54 PM  
 Total Pages: 17

Return to:  
 Interstate Title  
 77 East Main St. #300  
 Westminster, MD 21157  
 410-840-9480 Fax 410-840-9178  
 IN 2253

Prepared By:

PREPARED BY:  
 MILLARD S. RUBENSTEIN  
 10999 RED RUN BLVD. STE. 207  
 OWINGS MILLS, MD. 21117  
 PH (410) 654-5550

Parcel Number: 118-K16-105

[Space Above This Line For Recording Data]

## MORTGAGE

MIN 100122200000185485

Loan No.: BAL4140KEMP

### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated September 9, 2002 together with all Riders to this document.
- (B) "Borrower" is ALAN B. KEMP AND LAURA J. KEMP, HUSBAND AND WIFE.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS.

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

6A(PA)70206

Page 1 of 16

Initials: ACK LJK

VMP MORTGAGE FORMS - (800)521-7791

Exhibit "A"

(D) "Lender" is **BNC MORTGAGE, INC., A DELAWARE CORPORATION**

Lender is a **corporation**

organized and existing under the laws of **Delaware**

Lender's address is **P.O. BOX 19656, IRVINE, CA 92623-9656**

(E) "Note" means the promissory note signed by Borrower and dated **September 9, 2002**  
The Note states that Borrower owes Lender **one hundred thirty-eight thousand seven**  
**hundred and 00/100** Dollars

(U.S. \$138,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2017**

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

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

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

Adjustable Rate Rider  
 Balloon Rider  
 VA Rider

Condominium Rider  
 Planned Unit Development Rider  
 Biweekly Payment Rider

Second Home Rider  
 1-4 Family Rider  
 Other(s) [specify]

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

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

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

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

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

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

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

EXHIBIT A

Commitment No. IN2253

ALL THAT tract or parcel of land and premises, situate, lying and being in the Township of Gulich Township, County of Clearfield, and State of Pennsylvania, more particularly described as follows:

BEGINNING at a point on the Township Road to Ramey at land of Pennsylvania Railroad; thence by said Township Road to Ramey North 43 degrees 45 minutes East, 245 feet to a point; thence continuing by said road North 38 degrees 8 minutes East, 275 feet to a point; thence by said Road, North 76 degrees 20 minutes East, 490 feet to a point on land of D. K. Ramey Estate; thence by said land of D. K. Ramey Estate, South 40 degrees West 600 feet to a point; thence South 85 degrees 16 minutes West 428 feet to Township Road and place of Beginning.

EXCEPTING AND RESERVING thereout and therefrom all previous conveyances of record, including, but not limited to tract of land conveyed to Helen Reanstey by Deed dated July 31, 1978 and recorded August 8, 1978 in Vol 766, page 067.

EXCEPTING AND RESERVING thereout and therefrom all previous conveyances of record, including, but not limited to the outsale of 1.19 acres, more or less to Harold G. Faughner and Lorraine Faughner, his wife, by deed dated April 18, 1950 and recorded in Clearfield County Deed Book 405, page 160.

EXCEPTING AND RESERVING all exceptions and reservations as are contained in prior deeds in the chain of title.

The improvements thereon being known as 2322 Viola Pike Smithmill Pennsylvania 16680.

BEING the same property, which by Deed dated October 28, 1992 and recorded among the aforesaid Land Records in Book No. 1494, page 523 was granted and conveyed by George LaMarche and Rosella E. LaMarche, his wife unto Alan B. Kemp and Laura J. Kemp, his wife.

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the **COUNTY** [Type of Recording Jurisdiction] of **CLEARFIELD, PENNSYLVANIA** [Name of Recording Jurisdiction].  
**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HERETO AS EXHIBIT A.**

which currently has the address of **2322 VIOLA PIKE**

**SMITHMILL** [Street]  
("Property Address"); [City], Pennsylvania 16680 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

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

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

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

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

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

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

Witnesses:

Sally Kemp  
Svetlana Starkayev

Alan B. Kemp \_\_\_\_\_ (Seal)  
ALAN B. KEMP \_\_\_\_\_ -Borrower

Laura J. Kemp \_\_\_\_\_ (Seal)  
LAURA J. KEMP \_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

Certificate of Residence

I, Cynthia L. Kollman, do hereby certify that the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this 9th

day of September, 2002

Cynthia L. Kollman

Agent of Mortgagor

COMMONWEALTH OF PENNSYLVANIA,

On this, the 9th day of September, 2002, before me, the undersigned officer, personally appeared ALAN B. KEMP, LAURA J. KEMP

Clarendon

County ss:

before me, the

known to me (or satisfactorily proven) to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: 6/20/2005



Title of Officer

Notarial Seal  
Sherri A. Weyant, Notary Public  
Snyder Twp., Blair County  
My Commission Expires June 20, 2005

Member, Pennsylvania Association of Notaries

Initials: AKW LJK

Form 3039 1.01

## NOTE

Loan No.: BAL4140KEMP

September 9, 2002

Irvine  
[City]

California  
[State]

2322 VIOLA PIKE, SMITHMILL, PA 16680  
(Property Address)

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 138,700.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BNC MORTGAGE, INC., A DELAWARE CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.650 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on November 1, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at OPTION ONE MORTGAGE CORPORATION, 3 ADA, IRVINE, CA 92618 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,378.06

### 4. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If the original Principal amount of this Note is equal to or less than \$50,000, and is secured by one or two unit residential real property, then I may make a full Prepayment or partial Prepayment(s) without paying a Prepayment charge.

If the original Principal amount of this Note is greater than \$50,000, or is secured by three or more unit residential real property, and within twenty-four (24) months from the date of execution of the Security Instrument (as defined below) I make a full Prepayment or partial Prepayment(s), I will at the same time pay to the Note Holder a Prepayment charge equal to six (6) months' advance interest on the amount of the Prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the Prepayment, exceeds twenty percent (20%) of the original Principal amount of this Note.

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment, without imposition of a Prepayment charge.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

Borrower Initials: AOK LJK

Exhibit "B"

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law, whether or not a lawsuit is filed. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. SECURED NOTE**

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

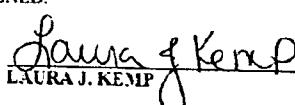
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
ALAN B. KEMP

(Seal)  
Borrower

  
LAURA J. KEMP

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

Date: 6/3/08

Alan B. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

7008 0150 0003 0870 5930

# 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 HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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.

Exhibit "C"

HOMEOWNER'S NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
Nominee for BNC Mortgage, Inc.  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 08-032997

### **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 PROVISION OF THE HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU  
MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- IF YOU 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 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.) 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 have 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.

**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 held by the above lender on your property located at: 2322 Viola Pike, Smithmill, PA 16680

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:

February 1, 2008 to June 1, 2008 @ <u>\$1,378.06</u>	=	<u>\$6,890.30</u>
Other charges (explain/itemize):		
Late Charges: February 16, 2008 to May 16, 2008 @ <u>\$82.68</u>	=	<u>\$330.72</u>
Pre-Default Late Charges:	=	<u>\$1,226.42</u>
Appraisal Fees:		<u>\$111.00</u>

**TOTAL AMOUNT PAST DUE:** = \$8,558.44

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

**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 \$8,558.44, 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:

Ocwen Loan Servicing, LLC  
Cashiering Department  
12650 Ingenuity Drive  
Orlando, FL 32826

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.)  
\_\_\_\_\_

**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 creditor 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 total 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

Name of Lender: C/O The Law Firm of Shapiro and Shapiro & DeNardo, LLC  
Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406  
Phone number: (610) 278-6800  
Fax number: (610) 278-9980  
Contact person: Ilana Zion, Esquire

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

**YOU 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**

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).

HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County

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

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

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

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

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

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

Date: 6/3/08

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

7008 0150 0003 0870 5923

# 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 HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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 NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
Nominee for BNC Mortgage, Inc.  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 08-032997

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

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Appraisal Fees:		<u>\$111.00</u>

**TOTAL AMOUNT PAST DUE:** = \$8,558.44

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

---

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12650 Ingenuity Drive  
Orlando, FL 32826

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**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 creditor 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 total 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

Name of Lender: C/O The Law Firm of Shapiro and Shapiro & DeNardo, LLC  
Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406  
Phone number: (610) 278-6800  
Fax number: (610) 278-9980  
Contact person: Ilana Zion, Esquire

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

**YOU 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**

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).

**HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County**

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

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

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

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

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

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

Date: 6/3/08

Alan B. Kemp  
PO Box 234  
Smithmill, PA 16680

7008 0150 0003 0870 5916

# 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 HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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 NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
Nominee for BNC Mortgage, Inc.  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 08-032997

### **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 PROVISION OF THE HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU  
MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOU 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 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.) 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 have 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.

**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 held by the above lender on your property located at: 2322 Viola Pike, Smithmill, PA 16680

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:

February 1, 2008 to June 1, 2008 @ <u>\$1,378.06</u>	=	<u>\$6,890.30</u>
Other charges (explain/itemize):		
Late Charges: February 16, 2008 to May 16, 2008 @ <u>\$82.68</u>	=	<u>\$330.72</u>
Pre-Default Late Charges:	=	<u>\$1,226.42</u>
Appraisal Fees:		<u>\$111.00</u>

**TOTAL AMOUNT PAST DUE:** = \$8,558.44

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

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**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 \$8,558.44, 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:

Ocwen Loan Servicing, LLC  
Cashiering Department  
12650 Ingenuity Drive  
Orlando, FL 32826

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.)

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**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 creditor 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 total 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

Name of Lender: **C/O The Law Firm of Shapiro and Shapiro & DeNardo, LLC**

Address: **3600 Horizon Drive, Suite 150, King of Prussia, PA 19406**

Phone number: **(610) 278-6800**

Fax number: **(610) 278-9980**

Contact person: **Ilana Zion, Esquire**

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

**YOU 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**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).**

**HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County**

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

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

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

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

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

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

Date: 6/3/08

Laura J. Kemp  
PO Box 234  
Smithmill, PA 16680

7008 0150 0003 0870 5909

# 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 HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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 NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
Nominee for BNC Mortgage, Inc.  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 08-032997

### **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 PROVISION OF THE HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU  
MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- IF YOU 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 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.) 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 have 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.

**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 held by the above lender on your property located at: 2322 Viola Pike, Smithmill, PA 16680

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:

February 1, 2008 to June 1, 2008 @ <u>\$1,378.06</u>	=	<u>\$6,890.30</u>
Other charges (explain/itemize):		
Late Charges: February 16, 2008 to May 16, 2008 @ <u>\$82.68</u>	=	<u>\$330.72</u>
Pre-Default Late Charges:	=	<u>\$1,226.42</u>
Appraisal Fees:		<u>\$111.00</u>

**TOTAL AMOUNT PAST DUE:** = \$8,558.44

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

**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 \$8,558.44, 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:

Ocwen Loan Servicing, LLC  
Cashiering Department  
12650 Ingenuity Drive  
Orlando, FL 32826

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.)

**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 creditor 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.

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**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'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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

Name of Lender: C/O The Law Firm of Shapiro and Shapiro & DeNardo, LLC  
Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406  
Phone number: (610) 278-6800  
Fax number: (610) 278-9980  
Contact person: Ilana Zion, Esquire

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

**YOU 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**

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).

HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County

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

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

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

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

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

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

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9 v. Alan B. Kemp and Laura J. Kemp

VERIFICATION

The undersigned is Default Servicing Liaison of Ocwen Loan Servicing, LLC on behalf of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9 and as such is familiar with the records of said corporation, and being authorized to make this verification on behalf of Plaintiff an officer of the corporation and being authorized to make this verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF P.A.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Ocwen Loan Servicing, LLC on behalf of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9

Date: November 3, 2008

Loan: 31850456  
08-032997

  
\_\_\_\_\_  
Name: Jessica Dybas  
Title: Default Servicing Liaison  
Company: Wells Fargo Bank, NA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2145-CD

WELLS FARGO BANK, N.A. Successor

vs

ALAN B. KEMP and LAURA J. KEMP

COMPLAINT IN MORTGAGE FORECLOSURE

SERVICE # 1 OF 1

SERVE BY: 12/09/2008

HEARING:

PAGE: 104927

DEFENDANT: OCCUPANTS  
ADDRESS: 2322 VIOLA PIKE  
SMITHMILL, PA 16680

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: OCCUPANTS

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:  VACANT  OCCUPIED

ATTEMPTS

\_\_\_\_\_

**SHERIFF'S RETURN**

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

COMPLAINT IN MORTGAGE FORECLOSURE ON OCCUPANTS, DEFENDANT

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

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

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

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR OCCUPANTS

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

NOW 12-4-08 AT 10:35 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO OCCUPANTS

REASON UNABLE TO LOCATE House is Empty

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis

Deputy Signature

JAMES E. DAVIS

Print Deputy Name

SHAPIRO & DENARDO, LLC

BY: CHRISTOPHER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447

DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747

MICHAEL CLARK, ESQ., ATTORNEY I.D. NO. 202929

ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series

2002-BC9

PLAINTIFF

VS.

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

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

NOV 10 2008

Attest.



William J. Chan  
Prothonotary/  
Clerk of Courts

**COMPLAINT - 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 THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW  
FIRM IS DEEMED TO BE A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

## NOTICIA

**LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.**

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

SHAPIRO & DENARDO, LLC  
BY: CHRISTOPHER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447  
DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747  
MICHAEL CLARK, ESQ., ATTORNEY I.D. NO. 202929  
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9  
PLAINTIFF  
VS.  
Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066  
Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

**COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota,  
N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of  
Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage  
Pass-Through Certificates, Series 2002-BC9, the address of which is, 12650 Ingenuity Drive  
Orlando, Florida 32826, brings this action of mortgage foreclosure upon the following cause of  
action:

1. (a) Parties to Mortgage:  
Mortgagee: Mortgage Electronic Registration Systems, Inc., as Nominee for BNC  
Mortgage, Inc.  
Mortgagor(s): Alan B. Kemp and Laura J. Kemp
- (b) Date of Mortgage: September 9, 2002

(c) Place and Date of Record of Mortgage:

Recorder of Deeds  
Clearfield County  
Instrument # 200214969  
Date: September 19, 2002

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments:

Assignor: Mortgage Electronic Registration Systems, Inc., as Nominee for BNC Mortgage, Inc.

Assignee: Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9

Date of Assignment: June 12, 2008

Recording Date: June 19, 2008

Instrument #200809609

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 2322 Viola Pike, Smithmill, Pa 16680 and is more specifically described as attached as part of Exhibit "A":
4. Each Mortgagor named in paragraph 1 executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached and marked as Exhibit "B."
5. The name and mailing address of each Defendant is:  
Alan B. Kemp, 4185 Meadow Way, Marietta, GA 30066; Laura J. Kemp, 4185 Meadow Way, Marietta, GA 30066
6. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
7. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of February 1, 2008 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

8. The following amounts are due as of October 31, 2008:

Principal of Mortgage debt due and unpaid	\$108,188.41
Interest currently due and owing at 8.65% per annum calculated from January 1, 2008 at \$25.64 each day	\$7,820.20
Late Charge of \$82.68 per month assessed on the 16th of each month from February 16, 2008 to October 16, 2008, (9 Months)	\$744.12
Prior Foreclosure Fees	\$6,526.11
Bankruptcy Fees	\$907.00
Accrued Late Charges	\$1,061.06
Appraisal Fees	\$222.00
Property Inspection	\$31.50
Title Search/Report Fees	\$550.00
Attorneys' Fees and Costs	\$5,000.00
<b><u>TOTAL</u></b>	<b>\$131,050.40</b>

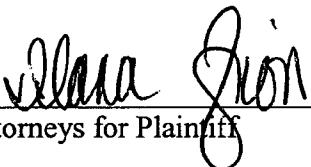
9. Interest accrues at a per diem rate of 25.64 each day after October 31, 2008, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.
10. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
11. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, et seq., was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 et seq., and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "C".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendants, jointly and severally, in the amount set forth in paragraphs 8 and 9, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & DENARDO, LLC

Date: 11/7/08

BY:

  
William J. Fion  
Attorneys for Plaintiff

S & D File No. 08-032997

KAREN L. STARCK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
 200214969  
 RECORDED ON  
 Sep 19, 2002  
 12:40:54 PM  
 Total Pages: 17

Return to:  
 Interstate Title  
 77 East Main St. #300  
 Westminster, MD 21157  
 410-840-9480 Fax 410-840-9178  
 IN 2253

Prepared By:

PREPARED BY:  
 MILLARD S. RUBENSTEIN  
 10999 RED RUN BLVD. STE. 207  
 OWINGS MILLS, MD. 21117  
 PH (410) 654-5550

Parcel Number: 118-K16-105

[Space Above This Line For Recording Data]

## MORTGAGE

MIN 100122200000185485

Loan No.: BAL4140KEMP

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated September 9, 2002 together with all Riders to this document.

(B) "Borrower" is ALAN B. KEMP AND LAURA J. KEMP, HUSBAND AND WIFE.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS.

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

6A(PA)0205

Page 1 of 16

Initials: ABK LJK

VMP MORTGAGE FORMS - (800)921-7291

Exhibit "A"

**(D) "Lender" is BNC MORTGAGE, INC., A DELAWARE CORPORATION**

Lender is a **corporation**

organized and existing under the laws of **Delaware**

Lender's address is **P.O. BOX 19656, IRVINE, CA 92623-9656**

**(E) "Note"** means the promissory note signed by Borrower and dated **September 9, 2002**  
The Note states that Borrower owes Lender **one hundred thirty-eight thousand seven**  
**hundred and 00/100** Dollars  
**(U.S. \$138,700.00** ) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than **October 1, 2017**

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Commitment No. IN2253

ALL THAT tract or parcel of land and premises, situate, lying and being in the Township of Gulich Township, County of Clearfield, and State of Pennsylvania, more particularly described as follows:

BEGINNING at a point on the Township Road to Ramey at land of Pennsylvania Railroad; thence by said Township Road to Ramey North 43 degrees 45 minutes East, 245 feet to a point; thence continuing by said road North 38 degrees 8 minutes East, 275 feet to a point; thence by said Road, North 76 degrees 20 minutes East, 490 feet to a point on land of D. K. Ramey Estate; thence by said land of D. K. Ramey Estate, South 40 degrees West 600 feet to a point; thence South 85 degrees 16 minutes West 428 feet to Township Road and place of Beginning.

EXCEPTING AND RESERVING thereout and therefrom all previous conveyances of record, including, but not limited to tract of land conveyed to Helen Reanstey by Deed dated July 31, 1978 and recorded August 8, 1978 in Vol 766, page 067.

EXCEPTING AND RESERVING thereout and therefrom all previous conveyances of record, including, but not limited to the outsale of 1.19 acres, more or less to Harold G. Faughner and Lorraine Faughner, his wife, by deed dated April 18, 1950 and recorded in Clearfield County Deed Book 405, page 160.

EXCEPTING AND RESERVING all exceptions and reservations as are contained in prior deeds in the chain of title.

The improvements thereon being known as 2322 Viola Pike Smithmill Pennsylvania 16680.

BEING the same property, which by Deed dated October 28, 1992 and recorded among the aforesaid Land Records in Book No. 1494, page 523 was granted and conveyed by George LaMarche and Rosella E. LaMarche, his wife unto Alan B. Kemp and Laura J. Kemp, his wife.

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY [Type of Recording Jurisdiction] of CLEARFIELD, PENNSYLVANIA [Name of Recording Jurisdiction];  
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HERETO AS EXHIBIT A.

which currently has the address of 2322 VIOLA PIKE

SMITHMILL, [Street]  
("Property Address"); [City], Pennsylvania 16680 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

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

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

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

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

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

Initials: *AK LJK*

Form 3039 1/01

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

Witnesses:

Svetlana Svitkaya

Alan B. Kemp (Seal)  
ALAN B. KEMP -Borrower

Laura J. Kemp (Seal)  
LAURA J. KEMP -Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Certificate of Residence

I, Cynthia L. Kollman, do hereby certify that the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this 9th

day of September, 2002

Cynthia L. Kollman

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

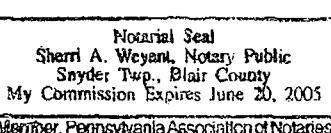
CLAYFIELD

County ss:

On this, the 9th day of September, 2002, before me, the undersigned officer, personally appeared ALAN B. KEMP, LAURA J. KEMP

known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: 6/20/2005



## NOTE

Loan No.: BAL4140KEMP

September 9, 2002

Irvine  
[City]

California  
[State]

2322 VIOLA PIKE, SMITHMILL, PA 16680  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 138,700.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BNC MORTGAGE, INC., A DELAWARE CORPORATION . I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.650 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month. I will make my monthly payment on the first day of each month beginning on November 1, 2002 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2017 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at OPTION ONE MORTGAGE CORPORATION, 3 ADA, IRVINE, CA 92618 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,378.06

### 4. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If the original Principal amount of this Note is equal to or less than \$50,000, and is secured by one or two unit residential real property, then I may make a full Prepayment or partial Prepayment(s) without paying a Prepayment charge.

If the original Principal amount of this Note is greater than \$50,000, or is secured by three or more unit residential real property, and within twenty-four ( 24 ) months from the date of execution of the Security instrument (as defined below) I make a full Prepayment or partial Prepayment(s), I will at the same time pay to the Note Holder a Prepayment charge equal to six (6) months' advance interest on the amount of the Prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the Prepayment, exceeds twenty percent (20%) of the original Principal amount of this Note.

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment, without imposition of a Prepayment charge.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

Exhibit 1-B

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law, whether or not a lawsuit is filed. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. SECURED NOTE**

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
ALAN B. KEMP

(Seal)  
Borrower

  
LAURA J. KEMP

(Seal)  
Borrower

---

\_\_\_\_\_  
(Seal)  
Borrower

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\_\_\_\_\_  
(Seal)  
Borrower

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\_\_\_\_\_  
(Seal)  
Borrower

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\_\_\_\_\_  
(Seal)  
Borrower

Date: 6/3/08

Alan B. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

7008 0150 0003 0870 5930

# 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 HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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.

*Exhibit "C"*

HOMEOWNER'S NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
Nominee for BNC Mortgage, Inc.  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 08-032997

### **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 PROVISION OF THE HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU  
MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- IF YOU 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 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.) 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 have 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.

**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 held by the above lender on your property located at: 2322 Viola Pike, Smithmill, PA 16680

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:

February 1, 2008 to June 1, 2008 @ <u>\$1,378.06</u>	=	<u>\$6,890.30</u>
Other charges (explain/itemize):		
Late Charges: February 16, 2008 to May 16, 2008 @ <u>\$82.68</u>	=	<u>\$330.72</u>
Pre-Default Late Charges:	=	<u>\$1,226.42</u>
Appraisal Fees:		<u>\$111.00</u>

**TOTAL AMOUNT PAST DUE:** = \$8,558.44

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

**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 \$8,558.44, 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:

Ocwen Loan Servicing, LLC  
Cashiering Department  
12650 Ingenuity Drive  
Orlando, FL 32826

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.)

**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 creditor 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 total 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

Name of Lender: C/O The Law Firm of Shapiro and Shapiro & DeNardo, LLC  
Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406  
Phone number: (610) 278-6800  
Fax number: (610) 278-9980  
Contact person: Ilana Zion, Esquire

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

**YOU 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**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).**

HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County

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

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

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

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

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

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

Date: 6/3/08

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

7008 0150 0003 0870 5923

# 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.

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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.

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HOMEOWNER'S NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
Nominee for BNC Mortgage, Inc.  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 08-032997

### **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 PROVISION OF THE HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU  
MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOU 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 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.) 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 have 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.

**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 held by the above lender on your property located at: 2322 Viola Pike, Smithmill, PA 16680

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:

February 1, 2008 to June 1, 2008 @ <u>\$1,378.06</u>	=	<u>\$6,890.30</u>
Other charges (explain/itemize):		
Late Charges: February 16, 2008 to May 16, 2008 @ <u>\$82.68</u>	=	<u>\$330.72</u>
Pre-Default Late Charges:	=	<u>\$1,226.42</u>
Appraisal Fees:		<u>\$111.00</u>

**TOTAL AMOUNT PAST DUE:** = **\$8,558.44**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

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**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 \$8,558.44, 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:

Ocwen Loan Servicing, LLC  
Cashiering Department  
12650 Ingenuity Drive  
Orlando, FL 32826

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.)

---

**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 creditor 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 total 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

Name of Lender: C/O The Law Firm of Shapiro and Shapiro & DeNardo, LLC  
Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406  
Phone number: (610) 278-6800  
Fax number: (610) 278-9980  
Contact person: Ilana Zion, Esquire

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

**YOU 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**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).**

HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County

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

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

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

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

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

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

Date: 6/3/08

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Alan B. Kemp  
PO Box 234  
Smithmill, PA 16680

7008 0150 0003 0870 5916

# 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 HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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 NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
Nominee for BNC Mortgage, Inc.  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 08-032997

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Fax number: (610) 278-9980  
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888.511.2227

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

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827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

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

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

Date: 6/3/08

Laura J. Kemp  
PO Box 234  
Smithmill, PA 16680

7008 0150 0003 0870 5909

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HOMEOWNER'S NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
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**(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: 2322 Viola Pike, Smithmill, PA 16680

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:

February 1, 2008 to June 1, 2008 @ <u>\$1,378.06</u>	=	<u>\$6,890.30</u>
Other charges (explain/itemize):		
Late Charges: February 16, 2008 to May 16, 2008 @ <u>\$82.68</u>	=	<u>\$330.72</u>
Pre-Default Late Charges:	=	<u>\$1,226.42</u>
Appraisal Fees:		<u>\$111.00</u>

**TOTAL AMOUNT PAST DUE:** = \$8,558.44

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

---

**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 \$8,558.44, 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:

Ocwen Loan Servicing, LLC  
Cashiering Department  
12650 Ingenuity Drive  
Orlando, FL 32826

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.)

---

**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 creditor 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 total 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

Name of Lender: C/O The Law Firm of Shapiro and Shapiro & DeNardo, LLC  
Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406  
Phone number: (610) 278-6800  
Fax number: (610) 278-9980  
Contact person: Ilana Zion, Esquire

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

**YOU 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**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).**

**HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County**

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

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

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

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

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

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

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9 v. Alan B. Kemp and Laura J. Kemp

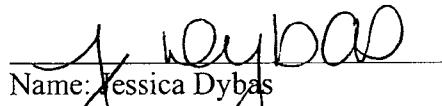
VERIFICATION

The undersigned is Default Servicing Liaison of Ocwen Loan Servicing, LLC on behalf of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9 and as such is familiar with the records of said corporation, and being authorized to make this verification on behalf of Plaintiff an officer of the corporation and being authorized to make this verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF P.A.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Ocwen Loan Servicing, LLC on behalf of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9

Date: November 3, 2008

Loan: 31850456  
08-032997

  
Name: Jessica Dybas  
Title: Default Servicing Liaison  
Company: Wells Fargo Bank, NA.

SHAPIRO & DeNARDO, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

vs.

Alan B. Kemp and Laura J. Kemp  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

S **FILED** Pd \$7.00 Atty  
m/12/2008 ICC Atty  
DEC 12 2008 reinstated Complaint  
to shft  
William A. Shaw  
Prothonotary/Clerk of Courts

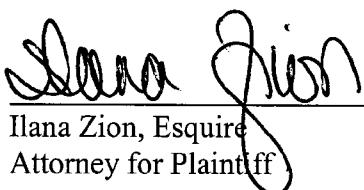
PRAECIPE FOR REINSTATEMENT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

SHAPIRO & DENARDO, LLC

BY:

  
Ilana Zion, Esquire  
Attorney for Plaintiff

SHAPIRO & DENARDO, LLC  
BY: CHRISTOPER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447  
DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747  
MICHAEL CLARK, ESQ., ATTORNEY I.D. NO. 202929  
ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
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2002-BC9

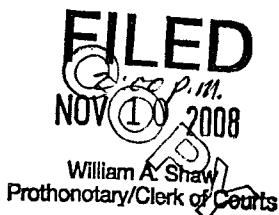
PLAINTIFF

VS.

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066  
Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD



**COMPLAINT - 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 THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2145-CD

WELLS FARGO BANK, N.A., successor

vs

ALAN B. KEMP & LAURA J. KEMP

SERVICE # 1 OF 1

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 01/11/2009

HEARING:

PAGE: 105054

*S*  
**FILED**  
*08-3551*

DEC 17 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DEFENDANT: LAURA J. KEMP

ADDRESS: 2322 VIOLA PIKE  
SMITHMILL, PA 16680

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

\_\_\_\_\_

**SHERIFF'S RETURN**

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

COMPLAINT IN MORTGAGE FORECLOSURE ON LAURA J. KEMP, DEFENDANT

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

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

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

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR LAURA J. KEMP

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

NOW 12-16-08 AT 9:08  AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LAURA J. KEMP

REASON UNABLE TO LOCATE

*House Empty, Def. Living in Marietta GA.*

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*James E. Davis*

Deputy Signature

*James E. Davis*

Print Deputy Name

SWORN TO BEFORE ME THIS

DAY OF December 2008

SHAPIRO & DENARDO, LLC

BY: CHRISTOPER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447

DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747

MICHAEL CLARK, ESQ., ATTORNEY I.D. NO. 202929

ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
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2002-BC9

PLAINTIFF

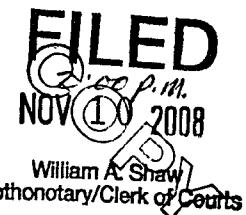
VS.

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4185 Meadow Way  
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4185 Meadow Way  
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DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD



**COMPLAINT - CIVIL ACTION**  
**MORTGAGE FORECLOSURE**

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12-12-2008

Document

Reinstated/Reissued to Sheriff/Attorney  
for service.

*Will A. Shaw*  
Deputy Prothonotary

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION  
PRACTICES ACT YOU ARE ADVISED THAT THIS LAW  
FIRM IS DEEMED TO BE A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**

## NOTICIA

**LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. USTED DEBE PRESENTAR UNA APARIENCIA ESCRITA O EN PERSONA O POR ABOGADO Y ARCHIVAR EN LA CORTE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE ENTRAR UNA ORDEN CONTRA USTED SIN PREVIO AVISO O NOTIFICACION Y POR CUALQUIER QUEJA O ALIVIO QUE ES PEDIDO EN LA PETICION DE DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES O OTROS DERECHOS IMPORTANTES PARA USTED.**

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

SHAPIRO & DENARDO, LLC

BY: CHRISTOPHER A. DENARDO, ESQUIRE, ATTORNEY I.D. NO. 78447

DANIELLE BOYLE-EBERSOLE, ESQUIRE, ATTORNEY I.D. NO. 81747

MICHAEL CLARK, ESQ., ATTORNEY I.D. NO. 202929

ILANA ZION, ESQ., ATTORNEY I.D. NO. 87137

3600 HORIZON DRIVE, SUITE 150

KING OF PRUSSIA, PA 19406

TELEPHONE: (610) 278-6800

S & K FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

VS.

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066  
Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

DEFENDANT(S)

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

**COMPLAINT IN MORTGAGE FORECLOSURE**

Plaintiff, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota,  
N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of  
Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage  
Pass-Through Certificates, Series 2002-BC9, the address of which is, 12650 Ingenuity Drive  
Orlando, Florida 32826, brings this action of mortgage foreclosure upon the following cause of  
action:

1. (a) Parties to Mortgage:

Mortgagee: Mortgage Electronic Registration Systems, Inc., as Nominee for BNC  
Mortgage, Inc.

Mortgagor(s): Alan B. Kemp and Laura J. Kemp

(b) Date of Mortgage: September 9, 2002

(c) Place and Date of Record of Mortgage:

Recorder of Deeds  
Clearfield County  
Instrument # 200214969  
Date: September 19, 2002

The Mortgage is a matter of public record and is incorporated herein as provided by Pa. R.C.P. No. 1019(g). A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A" and incorporated herein by reference.

(d) Assignments:

Assignor: Mortgage Electronic Registration Systems, Inc., as Nominee for BNC Mortgage, Inc.

Assignee: Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9

Date of Assignment: June 12, 2008

Recording Date: June 19, 2008

Instrument #200809609

2. Plaintiff is, therefore, either the original Mortgagee named in the Mortgage, the legal successor in interest to the original Mortgagee, or is the present holder of the mortgage by virtue of the above-described Assignment(s).
3. The real property which is subject to the Mortgage is generally known as 2322 Viola Pike, Smithmill, Pa 16680 and is more specifically described as attached as part of Exhibit "A":
4. Each Mortgagor named in paragraph 1 executed a note as evidence of the debt secured by the Mortgage (the "Note"). A true and correct copy of the Note is attached and marked as Exhibit "B."
5. The name and mailing address of each Defendant is:  
Alan B. Kemp, 4185 Meadow Way, Marietta, GA 30066; Laura J. Kemp, 4185 Meadow Way, Marietta, GA 30066
6. The interest of each individual Defendant is as Mortgagor, Real Owner, or both.
7. The Mortgage is in default because the monthly installments of principal and interest and other charges stated below, all as authorized by the Mortgage, are due as of February 1, 2008 and have not been paid, and upon failure to make such payments when due, the whole of the principal, together with charges specifically itemized below are immediately due and payable.

8. The following amounts are due as of October 31, 2008:

Principal of Mortgage debt due and unpaid	\$108,188.41
Interest currently due and owing at 8.65% per annum calculated from January 1, 2008 at \$25.64 each day	\$7,820.20
Late Charge of \$82.68 per month assessed on the 16th of each month from February 16, 2008 to October 16, 2008, (9 Months)	\$744.12
Prior Foreclosure Fees	\$6,526.11
Bankruptcy Fees	\$907.00
Accrued Late Charges	\$1,061.06
Appraisal Fees	\$222.00
Property Inspection	\$31.50
Title Search/Report Fees	\$550.00
Attorneys' Fees and Costs	\$5,000.00
<b><u>TOTAL</u></b>	<b>\$131,050.40</b>

9. Interest accrues at a per diem rate of 25.64 each day after October 31, 2008, that the debt remains unpaid, and Plaintiff may incur additional attorneys' fees, as well as other expenses, costs and charges collectible under the Note and Mortgage.
10. The attorneys' fees set forth above are in conformity with the Mortgage documents and Pennsylvania law, and, will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the sale, reasonable attorneys' fees will be charged based on work actually performed.
11. Notice pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.402c, *et seq.*, was sent to each individual Mortgagor at their mailing address and/or the mortgaged property address by first-class mail and certified mail. Pursuant to the act of December 21, 1998 (P.L. 1248, No. 160) (Act 160), this Notice contains the information required by the act of March 14, 1978 (P.L. 11, No. 6), 41 P.S. Section 403 *et seq.*, and separate Notice of Intention to Foreclose is not required. Copies of the Notice are attached hereto as Exhibit "C".

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in rem in favor of Plaintiff and against Defendants, jointly and severally, in the amount set forth in paragraphs 8 and 9, together with interest, attorneys' fees and for other expenses, costs, and charges collectible under the Note and Mortgage and for the foreclosure and sale of the mortgaged premises.

SHAPIRO & DENARDO, LLC

Date: 11/7/08

BY:

William J. Shon

Attorneys for Plaintiff

S & D File No. 08-032997

KAREN L. STARCK  
 REGISTER AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania  
 INSTRUMENT NUMBER  
 200214969  
 RECORDED ON  
 Sep 19, 2002  
 12:40:54 PM  
 Total Pages: 17

Return to:  
 Interstate Title  
 77 East Main St #300  
 Westminster, MD 21157  
 410-840-9480 Fax 410-840-9178  
 IN 2253

Prepared By:

PREPARED BY:  
 MILLARD S. RUBENSTEIN  
 10999 RED RUN BLVD. STE. 207  
 OWINGS MILLS, MD. 21117  
 PH (410) 654-5560

Parcel Number: 118-K16-105

—|Space Above This Line For Recording Data|—

## MORTGAGE

MIN 100122200000185485

Loan No.: BAL4140KEMP

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **September 9, 2002** together with all Riders to this document.

(B) "Borrower" is **ALAN B. KEMP AND LAURA J. KEMP, HUSBAND AND WIFE.**

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint MI 48501-2026, tel. (888) 679-MERS.

PENNSYLVANIA · Single Family · Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3039 1.01

 6A (PA) 0206

Page 1 of 6

Initials: ACK LJK

VMP MORTGAGE FORMS · (800)521-7791

**Exhibit "A"**

**(D) "Lender" is BNC MORTGAGE, INC., A DELAWARE CORPORATION**

Lender is a **corporation**

organized and existing under the laws of **Delaware**

Lender's address is **P.O. BOX 19656, IRVINE, CA 92623-9656**

**(E) "Note"** means the promissory note signed by Borrower and dated **September 9, 2002**

The Note states that Borrower owes Lender **one hundred thirty-eight thousand seven hundred and 00/100**

**Dollars**

(U.S. \$138,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2017**

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Commitment No. IN2253

ALL THAT tract or parcel of land and premises, situate, lying and being in the Township of Gulich Township, County of Clearfield, and State of Pennsylvania, more particularly described as follows:

BEGINNING at a point on the Township Road to Ramey at land of Pennsylvania Railroad; thence by said Township Road to Ramey North 43 degrees 45 minutes East, 245 feet to a point; thence continuing by said road North 38 degrees 8 minutes East, 275 feet to a point; thence by said Road, North 76 degrees 20 minutes East, 490 feet to a point on land of D. K. Ramey Estate; thence by said land of D. K. Ramey Estate, South 40 degrees West 600 feet to a point; thence South 85 degrees 16 minutes West 428 feet to Township Road and place of Beginning.

EXCEPTING AND RESERVING thereout and therefrom all previous conveyances of record, including, but not limited to tract of land conveyed to Helen Reanstey by Deed dated July 31, 1978 and recorded August 8, 1978 in Vol 766, page 067.

EXCEPTING AND RESERVING thereout and therefrom all previous conveyances of record, including, but not limited to the outsale of 1.19 acres, more or less to Harold G. Faughner and Lorraine Faughner, his wife, by deed dated April 18, 1950 and recorded in Clearfield County Deed Book 405, page 160.

EXCEPTING AND RESERVING all exceptions and reservations as are contained in prior deeds in the chain of title.

The improvements thereon being known as 2322 Viola Pike Smithmill Pennsylvania 16680.

BEING the same property, which by Deed dated October 28, 1992 and recorded among the aforesaid Land Records in Book No. 1494, page 523 was granted and conveyed by George LaMarche and Rosella E. LaMarche, his wife unto Alan B. Kemp and Laura J. Kemp, his wife.

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY  [Type of Recording Jurisdiction] of CLEARFIELD, PENNSYLVANIA  [Name of Recording Jurisdiction].  
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HERETO AS EXHIBIT A.

which currently has the address of 2322 VIOLA PIKE

SMITHMILL  [Street]  
("Property Address").  [City], Pennsylvania 16680  [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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

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

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

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument. **18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Initials: ADK LJK

Form 3039 1-01

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

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

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

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

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

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any errors or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

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

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

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

Initials: *ABK LJK*

Form 3039 1/01

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

Witnesses:

*Svetlana Shatokina*  
*Svetlana Shatokina*

*Alan B. Kemp*

ALAN B. KEMP

(Seal)

-Borrower

*Laura J. Kemp*

LAURA J. KEMP

(Seal)

-Borrower

\_\_\_\_\_

(Seal)

-Borrower

Certificate of Residence

I, Cynthia L. Kollman, do hereby certify that the correct address of the within-named Mortgagee is P.O. Box 2026, Flint, MI 48501-2026.

Witness my hand this 9th day of September, 2002

Cynthia L. Kollman

Agent of Mortgagor

COMMONWEALTH OF PENNSYLVANIA,

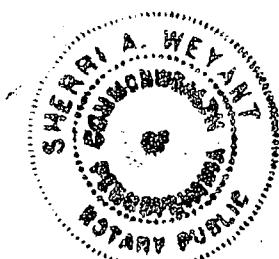
CLARKEFORD

County ss:

On this, the 9th day of September, 2002, before me, the undersigned officer, personally appeared ALAN B. KEMP, LAURA J. KEMP

known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires: 6/20/2005



Title of Officer

Notarial Seal  
Sherri A. Weyant, Notary Public  
Snyder Twp., Blair County  
My Commission Expires June 20, 2005

Member, Pennsylvania Association of Notaries

Initials AGK LJK

Form 3039 1.01

## NOTE

Loan No.: BAL4140KEM1P

September 9, 2002

Irvine  
[City]

California  
[State]

2322 VIOLA PIKE, SMITHMILL, PA 16680  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 138,700.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BNC MORTGAGE, INC., A DELAWARE CORPORATION . I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.650 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on November 1, 2002 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2017 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at OPTION ONE MORTGAGE CORPORATION, 3 ADA, IRVINE, CA 92618 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,378.06

### 4. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If the original Principal amount of this Note is equal to or less than \$50,000, and is secured by one or two unit residential real property, then I may make a full Prepayment or partial Prepayment(s) without paying a Prepayment charge.

If the original Principal amount of this Note is greater than \$50,000, or is secured by three or more unit residential real property, and within twenty-four (24) months from the date of execution of the Security Instrument (as defined below) I make a full Prepayment or partial Prepayment(s), I will at the same time pay to the Note Holder a Prepayment charge equal to six (6) months' advance interest on the amount of the Prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the Prepayment, exceeds twenty percent (20%) of the original Principal amount of this Note.

### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment, without imposition of a Prepayment charge.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

Borrower Initials: AOK JK

*Exhibit I "B"*

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law, whether or not a lawsuit is filed. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. SECURED NOTE**

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
ALAN B. KEMP

(Seal)  
Borrower

  
LAURA J. KEMP

(Seal)  
Borrower

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\_\_\_\_\_  
(Seal)  
Borrower

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\_\_\_\_\_  
(Seal)  
Borrower

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\_\_\_\_\_  
(Seal)  
Borrower

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\_\_\_\_\_  
(Seal)  
Borrower

Date: 6/3/08

Alan B. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

7008 0150 0003 0870 5930

# 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 HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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.

*Exhibit "C,"*

HOMEOWNER'S NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
Nominee for BNC Mortgage, Inc.  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 08-032997

### **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 PROVISION OF THE HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU  
MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOU 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 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.) 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 have 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.

**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 held by the above lender on your property located at: 2322 Viola Pike, Smithmill, PA 16680

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:

February 1, 2008 to June 1, 2008 @ <u>\$1,378.06</u>	=	<u>\$6,890.30</u>
Other charges (explain/itemize):		
Late Charges: February 16, 2008 to May 16, 2008 @ <u>\$82.68</u>	=	<u>\$330.72</u>
Pre-Default Late Charges:	=	<u>\$1,226.42</u>
Appraisal Fees:		<u>\$111.00</u>

**TOTAL AMOUNT PAST DUE:** = **\$8,558.44**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

**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 \$8,558.44, 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:

Ocwen Loan Servicing, LLC  
Cashiering Department  
12650 Ingenuity Drive  
Orlando, FL 32826

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.)

**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 creditor 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 total 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

Name of Lender: C/O The Law Firm of Shapiro and Shapiro & DeNardo, LLC  
Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406  
Phone number: (610) 278-6800  
Fax number: (610) 278-9980  
Contact person: Ilana Zion, Esquire

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

**YOU 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**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).**

HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County

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

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

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

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

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

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

Date: 6/3/08

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

7008 0150 0003 0870 5923

# 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 HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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 NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
Nominee for BNC Mortgage, Inc.  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 08-032997

### **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 PROVISION OF THE HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU  
MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOU 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 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.) 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 have 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.

**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.)**

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**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at: 2322 Viola Pike, Smithmill, PA 16680

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:

February 1, 2008 to June 1, 2008 @ <u>\$1,378.06</u>	=	<u>\$6,890.30</u>
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**TOTAL AMOUNT PAST DUE:** = **\$8,558.44**

**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):** \_\_\_\_\_

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Cashiering Department  
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Orlando, FL 32826

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**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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

Name of Lender: C/O The Law Firm of Shapiro and Shapiro & DeNardo, LLC  
Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406  
Phone number: (610) 278-6800  
Fax number: (610) 278-9980  
Contact person: Ilana Zion, Esquire

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

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

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

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

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

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

Date: 6/3/08

Alan B. Kemp  
PO Box 234  
Smithmill, PA 16680

7008 0150 0003 0870 5916

# 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 HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home.

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HOMEOWNER'S NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
Nominee for BNC Mortgage, Inc.  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 08-032997

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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Appraisal Fees:		<u>\$111.00</u>

**TOTAL AMOUNT PAST DUE:** = **\$8,558.44**

**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):** \_\_\_\_\_

---

**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 \$8,558.44, 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:

Ocwen Loan Servicing, LLC  
Cashiering Department  
12650 Ingenuity Drive  
Orlando, FL 32826

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**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 creditor 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 total 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

Name of Lender: **C/O The Law Firm of Shapiro and Shapiro & DeNardo, LLC**

Address: **3600 Horizon Drive, Suite 150, King of Prussia, PA 19406**

Phone number: **(610) 278-6800**

Fax number: **(610) 278-9980**

Contact person: **Ilana Zion, Esquire**

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

**YOU 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**

**(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).**

HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County

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

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

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

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

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

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

Date: 6/3/08

Laura J. Kemp  
PO Box 234  
Smithmill, PA 16680

7008 0150 0003 0870 5909

# 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 HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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 NAME(S): Alan B. Kemp and Laura J. Kemp  
PROPERTY ADDRESS: 2322 Viola Pike, Smithmill, PA 16680  
LOAN ACCT. NO.: 31850456  
ORIGINAL LENDER: Mortgage Electronic Registration Systems, Inc., as  
Nominee for BNC Mortgage, Inc.  
CURRENT LENDER/SERVICER: Ocwen Loan Servicing, LLC  
LAW FIRM FILE NO.: 08-032997

### **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 PROVISION OF THE HOMEOWNER'S  
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU  
MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:**

- **IF YOU 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 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.) 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 have 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.

**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 held by the above lender on your property located at: 2322 Viola Pike, Smithmill, PA 16680

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:

February 1, 2008 to June 1, 2008 @ <u>\$1,378.06</u>	=	<u>\$6,890.30</u>
Other charges (explain/itemize):		
Late Charges: February 16, 2008 to May 16, 2008 @ <u>\$82.68</u>	=	<u>\$330.72</u>
Pre-Default Late Charges:	=	<u>\$1,226.42</u>
Appraisal Fees:		<u>\$111.00</u>

**TOTAL AMOUNT PAST DUE:** = \$8,558.44

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable): \_\_\_\_\_

---

**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 \$8,558.44, 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:

Ocwen Loan Servicing, LLC  
Cashiering Department  
12650 Ingenuity Drive  
Orlando, FL 32826

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.)

---

**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 creditor 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 total 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 six (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. If money is due, such payment must be in cash, cashier's check, certified check or money order made payable to the lender at the address set forth above.

**HOW TO CONTACT THE LENDER:**

Name of Lender: C/O The Law Firm of Shapiro and Shapiro & DeNardo, LLC  
Address: 3600 Horizon Drive, Suite 150, King of Prussia, PA 19406  
Phone number: (610) 278-6800  
Fax number: (610) 278-9980  
Contact person: Ilana Zion, Esquire

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

**YOU 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**

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary).

**HEMAP Consumer Credit Counseling Agencies  
CLEARFIELD County**

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

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

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

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

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

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

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9 v. Alan B. Kemp and Laura J. Kemp

VERIFICATION

The undersigned is Default Servicing Liaison of Ocwen Loan Servicing, LLC on behalf of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9 and as such is familiar with the records of said corporation, and being authorized to make this verification on behalf of Plaintiff an officer of the corporation and being authorized to make this verification on behalf of Plaintiff, hereby verifies that the facts set forth in the foregoing Complaint are taken from records maintained by persons supervised by the undersigned who maintain the business records of the Mortgage held by Plaintiff in the ordinary course of business and that those facts are true and correct to the best of the knowledge, information and belief of the undersigned. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF P.A.C.S. SECTION 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

Ocwen Loan Servicing, LLC on behalf of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9

Date: November 3, 2008

Loan: 31850456  
08-032997

  
Name: Jessica Dybas  
Title: Default Servicing Liaison  
Company: Wells Fargo Bank, NA.

SHAPIRO & DeNARDO, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

VS.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

FILED 1CC Atty  
m/12/2009 Zion  
JAN 26 2009 (GID)

S William A. Shaw  
Prothonotary/Clerk of Courts

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

Plaintiff, by its counsel, SHAPIRO & DENARDO, LLC, moves this Honorable Court for an Order directing service of the Complaint in Mortgage Foreclosure, Notice of Sale and all subsequent pleadings that require personal service only, upon the above-captioned Defendant, by regular mail and certified mail to the last known addresses of Laura J. Kemp, only which are 4185 Meadow Way, Marietta, GA 30066 and 2322 Viola Pike, Smithmill, PA 16680, and by posting of the subject premises located at 2322 Viola Pike, Smithmill, PA 16680, and in support thereof avers the following:

1. The Sheriff has been unable to serve the Complaint in Mortgage Foreclosure.

Further attempts at personal service would not be successful. A true and correct copy of the Sheriff's Return of Service is attached hereto and marked as Exhibit "A".

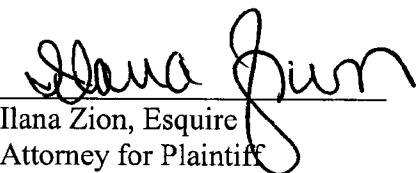
2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant. An Affidavit of Good Faith Investigation setting forth the specific inquiries made and the results there from is attached hereto and marked as Exhibit "B".

3. The last known addresses of the Defendant is as set forth in Exhibits "A" and "B".

**WHEREFORE**, Plaintiff respectfully requests that this Honorable Court enter an Order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint in Mortgage Foreclosure, Notice of Sale and all subsequent pleadings that require personal service only, upon the above named Defendant, Laura J. Kemp, by regular mail and certified mail to the last known addresses of the Defendant, Laura J. Kemp, only which are 4185 Meadow Way, Marietta, GA 30066 and 2322 Viola Pike, Smithmill, PA 16680, and by posting of the subject property located at 2322 Viola Pike, Smithmill, PA 16680.

SHAPIRO & DENARDO, LLC

BY:

  
Ilana Zion, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1259-CD

WELLS FARGO BANK, N.A. Successor

vs

ALAN B. KEP, LAURA KEMP

SERVICE # 2 OF 3

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 08/09/2008

HEARING:

PAGE: 104400

DEFENDANT: LAURA J. KEMP

ADDRESS: 2322 VIOLA PIKE  
SMITHMILL, PA 16680

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

\_\_\_\_\_

**SHERIFF'S RETURN**

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

COMPLAINT IN MORTGAGE FORECLOSURE ON LAURA J. KEMP, DEFENDANT

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

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

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

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR LAURA J. KEMP

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

NOW 7-21-08 AT 11:30 AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LAURA J. KEMP

REASON UNABLE TO LOCATE

According to P.O. Def. Moved To Georgia

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis  
Deputy Signature

James E. Davis  
Print Deputy Name

**Exhibit "A"**

ProWest, LLC - New York  
93 E. Main St  
Bay Shore, NY 11706  
(631) 666-6168

SHAPIRO AND DENARDO, LLC (PA)  
3600 Horizon Drive Suite 150  
King of Prussia, Pennsylvania 19406

IN THE COMMON PLEAS COURT OF  
CLEARFIELD

Court Case No.: 2008-2145-CD

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, N.A., as Trustee  
f/k/a Norwest Bank Minnesota, N.A., as Trustee  
for the registered holders of Structured Asset  
Securities Corporation, Amortizing Residential  
Collateral Trust, Mortgage Pass-Through  
Certificates, Series 2002-BC9; et seq.

AFFIDAVIT  
OF SERVICE

Plaintiff,

Against

Alan B. Kemp; et al.

Defendants,

Darryl Brooks

being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of GA.

That on 12-20-08 at 8:30 PM at 4185 Meadow Way Marietta, GA 30066 deponent served the within COMPLAINT bearing court case number 2008-2145-CD on Laura J. Kemp; et al.

INDIVIDUAL



by delivering thereat a true copy of each to said defendant personally, deponent knew said person so served to be the person described as said defendant therein. (S)He identified (her) himself as such.

SUBSTITUTE



By delivering thereat a copy of each to \_\_\_\_\_ a person of suitable age and discretion. That person was also asked by deponent whether said premises was the defendant's dwelling home and the reply was affirmative.

CORPORATE



A corporation, by delivering thereat a true copy of each to \_\_\_\_\_, personally; deponent knew said so served to be the corporation described as the named defendant and knew said individual to be the AUTHORIZED AGENT thereof.

DESCRIPTION

Deponent describes the individual served to the best of deponent's ability at the time and circumstances of service as follow:

Sex	Skin Color	Hair Color	Age (Aprx)	Height (Aprx)	Weight (Aprx)
M	W	Brn	55	6'0"	190

NON-SERVICE

The defendant, Laura J. Kemp, does not reside at this address as per



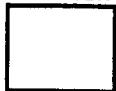
Alan Kemp, states not married

Attempt 1: \_\_\_\_\_

Attempt 2: \_\_\_\_\_

Attempt 3: \_\_\_\_\_

MILITARY SERVICE



I asked the person spoken to whether the defendant was in active military service of the United States or of the State of Georgia in any capacity whatever and received a negative reply. The source of my information and the grounds of my belief I aver that the defendant is not in the military service of Georgia or of the United States as that term is defined in either the State or Federal statutes.

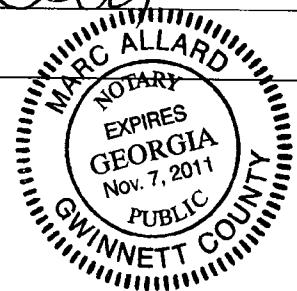
SWORN TO BEFORE ME ON

Date

12/4/08

Notary Signature

Commission Expiration



Server Signature

LICENSE #  
FILE # 08-032997  
CASE ID # 1316984

*Darryl Brooker*

**Confidential  
Investigative  
Services, Inc.**

**Plaintiff: Wells Fargo Bank, N.A.**

**County: Clearfield**

**vs.**

**Term #: 2008-2145-CD**

**Defendant: Laura J. Kemp**

**Locate: Laura J. Kemp**

**Address Given: 2322 Viola Pike, Smithmill, PA 16680**

**ATTENTION: Tiffany Donnell  
Shapiro & DeNardo, LLC  
3600 Horizon Drive, Suite 150  
King of Prussia, PA 19406  
File #: 08-032997**

### **AFFIDAVIT OF GOOD FAITH INVESTIGATION**

#### **LAST KNOWN ADDRESS**

4185 Meadow Way, Marietta, GA 30066

#### **INQUIRY OF THE CREDIT BUREAU**

The credit bureau reports that the most recent address of the subject is 4185 Meadow Way, Marietta, GA 30066.

#### **SEARCH OF THE COBB COUNTY GEORGIA ASSESSOR RECORDS**

Searches conducted indicate the subject does not own the property located at 4185 Meadow Way or other property in the area.

#### **INQUIRY OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION**

The Pennsylvania Department of Transportation – Division of Motor Vehicles reports driver's license number 15739315 is issued to Laura Jean Kemp of 2322 Viola Pike, P.O. Box 234, Smithmill, PA 16680. Note, the subject's license record type is Out of State is not due to expire until April 1, 2012.

#### **INQUIRY OF U.S. POST OFFICE (FOIA)**

A request has been forwarded to the Marietta Post Office.

#### **SEARCH OF LOCAL TELEPHONE DIRECTORIES & PHONE COMPANY OPERATOR CONTACT**

The telephone company operator reports Alan B. Kemp and Laura J. Kemp at 4185 Meadow Way, Marietta, GA with non published phone numbers.

#### **CONTACTS**

Mr. Furkey, a resident of 4167, states he is not familiar with his neighbors and had no information regarding the property at 4185. Mr. Wallace, a resident of 4184, states he is familiar with Alan and Laura and confirms their current residency as 4185.

I CERTIFY UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

**AFFIANT:** *diannecowan*  
DIANE COWAN, CLI

235 South 13th Street  
Philadelphia, PA 19107  
(215) 546-7400  
(800) 503-7400  
Fax (215) 985-0169

SWORN & SUBSCRIBED BEFORE ME THIS 5th DAY  
OF December, 2008

*C. J. Best*  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
CASSANDRA J. BEST, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires November 4, 2010

**Exhibit "B"**

**Inquiry Information:**

Date of Inquiry: 12/03/2008  
UserID: DIANE

Subject Information: Name: kemp, laura  
SSN:

Current Address: 4185 meadow WY  
marietta, GA 30066

---

**Report Results**

\*\*\*\*\*

\* ADDRESS DISCREPANCY - NO SUBSTANTIAL DIFFERENCE OCCURRED \*

\*\*\*\*\*

\* 001 EQUIFAX INFORMATION SERVICES LLC, P O BOX 740241,  
,ATLANTA,GA,30374-0241,800/685-1111

\*KEMP,LAURA,J SINCE 01/21/84 FAD 07/14/08 FN-935  
4185,MEADOW,WAY,MARIETTA,GA,30066,TAPE RPTD 11/07  
PO,BOX 234,,SMITHMILL,PA,16680,TAPE RPTD 05/00  
2322,VIOLA,PIKE,SMITHMILL,PA,16680,TAPE RPTD 07/03  
BDS-03/31/1952

01 ES-,BIGHORN IV INC  
02 EF-HOUSEWIFE&

END OF REPORT EQUIFAX AND AFFILIATES - 12/03/08

**16023100290**  
**KLEIN JAMES M**

**2008**  
**4185 MEADOW WAY**

**Parcel**

Class Residential Lots  
Total Acres 0  
Total Land Sqft  
Address 4185 MEADOW WAY  
Neighborhood 1610

**Owner**

Owner KLEIN JAMES M

**Legal**

Tax District 9 - UNINCORPORATED  
Subdivision Number 1452

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
BUREAU OF DRIVER LICENSING  
BASIC DRIVER INFORMATION  
DEC 03 2008

PAGE 1

DRIVER: LAURA JEAN KEMP  
2322 VIOLA PIKE  
PO BOX 234  
SMITHMILL, PA 16680

DRIVER LICENSE NO : 15739315  
DATE OF BIRTH : MAR 31 1952  
SEX : FEMALE  
RECORD TYPE : OUT OF STATE

DRIVER LICENSE (DL)

LICENSE CLASS : C  
LICENSE ISSUE DATE: MAR 29 2008  
LICENSE EXPIRES : APR 01 2012  
MED RESTRICTIONS : 1  
LEARNER PERMITS :  
LICENSE STATUS :

COMMERCIAL DRIVER LICENSE (CDL)

CDL LICENSE CLASS :  
CDL LICENSE ISSUED :  
CDL LICENSE EXPIRES:  
CDL ENDORSEMENTS : NONE  
CDL RESTRICTIONS : NONE  
CDL LEARNER PERMITS:  
CDL LICENSE STATUS :

SB ENDORSEMENT :

PROBATIONARY LICENSE (PL)

PL LICENSE CLASS :  
PL LICENSE ORIG ISS:  
PL LICENSE ISSUED :  
PL LICENSE EXPIRES :  
PL LICENSE STATUS :

OCCUPATIONAL LIMITED LICENSE (OLL)

OLL LICENSE CLASS :  
OLL LICENSE ISSUED :  
OLL LICENSE EXPIRES:  
OLL LICENSE STATUS :

\*\*\* END OF RECORD \*\*\*

**Furkey, Frank R**

4167 Meadow Way  
Marietta, GA 30066-2709  
(770) 926-3915

**Wallace, Bonnie L**

4184 Meadow Way  
Marietta, GA 30066-2710  
(770) 928-3026

**Parker, Janice A**

4193 Meadow Way  
Marietta, GA 30066-2709  
(770) 926-5851

No. 4167 – Mr. Furkey states he is not familiar with his neighbors and had no information regarding the property at 4185.

No. 4184 – Mr. Wallace states he is familiar with Alan and Laura Kemp and confirms their current address as 4185.

No. 4193 – answering machine

The telephone company operator reports Alan B. Kemp and Laura J. Kemp at 4185 Meadow Way, Marietta, GA with non published phone numbers.

**Kemp, Alan B**

4185 Meadow Way  
Marietta, GA 30066-2709

**Kemp, Laura J**

4185 Meadow Way  
Marietta, GA 30066-2709

3600 Horizon Drive, Ste.150  
King of Prussia, PA 19406

August 20, 2008  
Postmaster  
SMITHMILL, PA, 16680

**Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process**

Please furnish the new address or name and street address (if a boxholder) for the following:

**NAME & ADDRESS:** Laura J. Kemp  
**ADDRESS:** P.O. Box 234  
Smithmill, PA 16680

*\*Please provide physical address\**  
*BOX CLOSED*

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee or providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of Requester (e.g. process server, attorney, party representing himself): **ATTORNEY**.
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute(s)): **N/A**
3. The names of all known parties to this litigation:

**Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9 vs. Alan B. And Laura Kemp**

4. The court in which the case has been or will be heard: **The Court of Common Pleas of CLEARFIELD County**
5. The docket or other identifying number if one has been issued: **Pending**
6. The capacity in which this individual is to be served (e.g. defendant or witness): **DEFENDANT**

**WARNING**

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. §1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Lisa Kosik  
Signature  
Lisa Kosik  
Legal Assistant

ADDRESS: Shapiro & DeNardo, LLC  
3600 Horizon Drive, Ste.150  
King Of Prussia, PA 19406  
S&D File Number: 08-032997

**FOR POST OFFICE USE ONLY**

Good As Addressed/No change of address order on file.  
 Not known at address given  
 Moved, left no forwarding address  
 No such address

NEW ADDRESS or BOXHOLDER'S POSTMARK  
NAME and STREET ADDRESS

*4185 Meadow Way  
Marietta GA*

*30066*

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee  
f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset  
Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through  
Certificates, Series 2002-BC9

vs.

Alan B. Kemp and Laura J. Kemp

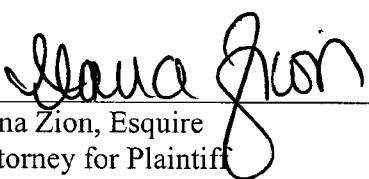
**VERIFICATION**

Ilana Zion, Esquire, hereby states that she is the Attorney for the Plaintiff in this action,  
that she is authorized to take this Verification, and that the statements made in the foregoing  
MOTION FOR SERVICE PURSUANT TO SPECIAL ORDER OF COURT are true and correct  
to the best of her knowledge, information and belief.

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

SHAPIRO & DENARDO, LLC

BY:

  
Ilana Zion, Esquire  
Attorney for Plaintiff

S & D FILE NO. 08-032997

SHAPIRO & DeNARDO, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

VS.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

### **MEMORANDUM OF LAW**

Pennsylvania Rule of Civil Procedure 430(a) specifically provides:

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

The comment to Pa.R.C.P. 430(a) illustrates what would be a good faith effort to locate the Defendant:

NOTE: [A]n illustration of a good faith effort to locate the defendant includes (1) inquiries of postal authorities including inquiries pursuant to the Freedom of Information Act, 39 C.F.R. Part 265, (2) inquiries of relatives, neighbors, friends and employers of the defendant, and (3) examinations of local telephone directories, voter registration records, local tax records, and motor vehicle records. Comment to Pa.R.C.P. 430 (a).

In real property actions, such as actions in mortgage foreclosure, the Pennsylvania Rules of Civil Procedure, Rule 410 (c), provides how service shall be made pursuant to an Order of Court under Pa R.C.P. 430 (a):

The court shall direct one or more of the following methods of service: (1) publication as provided by Rule 430 (b), (2) posting a copy of the original process on the most public part of the property, (3) registered mail to the defendant's last known addresses, and (4) such other methods, if any, as the court deems appropriate to serve notice to the defendant.

As set forth in the Sheriff's Return of Service, attached to the Plaintiff's motion as Exhibit "A", the Sheriff has been unable to serve the Complaint in Mortgage Foreclosure. A good faith effort to discover the whereabouts of the Defendant has been made in accordance with Pennsylvania Rule of Civil Procedure 430(a), as evidenced by the attached Affidavit of Good Faith Investigation, attached to the Plaintiff's motion as Exhibit "B".

In order to complete service on the Defendant, Laura J. Kemp, so as to move this action forward to ultimate disposition, the Plaintiff respectfully requests that this Honorable Court, pursuant to Pennsylvania Rule of Civil Procedure 430, grant a special Order directing service of the Complaint in Mortgage Foreclosure, Notice of Sale and all subsequent pleadings that require personal service only, on the Defendant, Laura J. Kemp, by regular mail and certified mail to the last known addresses of the Defendant, Laura J. Kemp, only which are 4185 Meadow Way, Marietta, GA 30066 and 2322 Viola Pike, Smithmill, PA 16680; and by posting of the subject property located at 2322 Viola Pike, Smithmill, PA 16680 by the Sheriff, competent adult, or other party allowed by law.

Respectfully Submitted,  
SHAPIRO & DENARDO, LLC

Date: 1/23/09

BY:



Ilana Zion, Esquire  
Attorney for Plaintiff

SHAPIRO & DeNARDO, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

VS.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

**CERTIFICATION**

I hereby certify that I have served a true and correct copy of this Motion For Service  
Pursuant to Special Order Of Court and the papers attached thereto on all parties named herein at  
her last known address or upon her attorney of record by regular mail, postage prepaid to the  
parties listed below on 1/23, 2008.

Alan B. Kemp  
4185 Meadow Way, Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way, Marietta, GA 30066

Laura J. Kemp  
2322 Viola Pike, Smithmill, PA 16680

SHAPIRO & DENARDO, LLC

BY:

  
Ilana Zion, Esquire  
Attorney for Plaintiff

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

WELLS FARGO BANK, N.A. et al,  
Plaintiff

vs.  
ALAN B. KEMP and LAURA J. KEMP,  
Defendants

*S*  
**FILED**

JAN 27 2009

William A. Shaw  
Prothonotary/Clerk of Courts

卷之三

NO. 08-2145-CD

ORDER *sent to* *Atty* *GK*

NOW, this 27th day of January, 2009, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and Notice of Sale upon Defendant **LAURA J. KEMP** by:

1. By first class mail to 2322 Viola Pike, Smithmill, PA 16680 and 4185 Meadow Way, Marietta, GA 30066;
2. By certified mail, return receipt requested, to 2322 Viola Pike, Smithmill, PA 16680 and 4185 Meadow Way, Marietta, GA 30066;
3. By posting the mortgaged premises at 2322 Viola Pike, Smithmill, PA 16680; and
4. By publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal

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

BY THE COURT.

Frederick Kinnear

FREDRIC J. AMMERMAN  
President, Judge

SHAPIRO & DeNARDO, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

vs.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

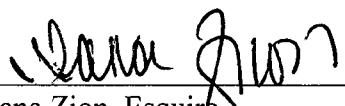
PRAECLPIE FOR REINSTATEMENT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

SHAPIRO & DENARDO, LLC

BY:

  
Ilana Zion, Esquire  
Attorney for Plaintiff

S  FILED pd \$7.00 Atty  
m/11:00pm 1 reinstated Complaint  
FEB 06 2009 to Shff  
FEB 06 2009

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2145-CD

WELLS FARGO BAN, N.A., Successor

vs

ALAN B. KEMP and LAURA J. KEMP

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER

SERVE BY: 03/08/2009

HEARING:

PAGE: 105230

DEFENDANT: LAURA J. KEMP

ADDRESS: 2322 VIOLA PIKE

SMITHMILL, PA 16680

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: POST ON PROPERTY

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:  VACANT

William A. Shaw  
OCCUPIED Honorary/Clerk of Courts

ATTEMPTS

\_\_\_\_\_  
\_\_\_\_\_

**SHERIFF'S RETURN**

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

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER ON LAURA J. KEMP, DEFENDANT

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

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

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

NOW 2-9-09 AT 10:50 AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE & ORDER FOR LAURA J. KEMP

AT (ADDRESS) 2322 Viola Pike  
Smithmill, PA. 16680

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

I MAKE RETURN OF **NOT FOUND** AS TO LAURA J. KEMP

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

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
DAY OF 2009

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E Davis  
Deputy Signature

Print Deputy Name

SHAPIRO & DeNARDO, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

VS.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

S  
FILED ICC Atty  
m/10:45am  
FEB 10 2009  
WMA  
William A. Shaw  
Prothonotary/Clerk of Courts

**AFFIDAVIT OF SERVICE**

I, Laraine Colwell, the undersigned, being duly sworn according to law, hereby depose  
and say that on the 19<sup>th</sup> day of February, 2009, pursuant to the attached  
Order of Court, attached as Exhibit "A", I served a true and correct copy of the Complaint in  
Mortgage Foreclosure in the above captioned matter to the Defendant by certified mail return  
receipt requested and regular mail, to their last known address of:

Laura J. Kemp 4185 Meadow Way, Marietta, GA 30066

Laura J. Kemp 2322 Viola Pike, Smithmill, PA 16680

SHAPIRO & DENARDO, LLC

BY:

Laraine Colwell  
Laraine Colwell  
Legal Assistant to Attorney for Plaintiff

SWORN AND SUBSCRIBED

Before me this 19<sup>th</sup> day of February 2009.

D. L. Sted  
Notary Public

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

WELLS FARGO BANK, N.A. et al,  
Plaintiff

vs.  
ALAN B. KEMP and LAURA J. KEMP,  
Defendants

\*  
\*  
\* NO. 08-2145-CD  
\*  
\*

O R D E R

NOW, this 27th day of January, 2009, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and Notice of Sale upon Defendant **LAURA J. KEMP** by:

1. By first class mail to 2322 Viola Pike, Smithmill, PA 16680 and 4185 Meadow Way, Marietta, GA 30066;
2. By certified mail, return receipt requested, to 2322 Viola Pike, Smithmill, PA 16680 and 4185 Meadow Way, Marietta, GA 30066;
3. By posting the mortgaged premises at 2322 Viola Pike, Smithmill, PA 16680; and
4. By publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal.

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

BY THE COURT,

/S/ Fredric J Ammerman

---

FREDRIC J. AMMERMAN  
President Judge

JAN 27 2009

*Exhibit "A"*

CERTIFIED MAIL™ REO EIP	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> ®	
Postage	\$ 2.30
Certified Fee	\$ 1.70
Return Receipt Fee (Endorsement Required)	\$ 2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.00
Sent To <u>Lucas J. Kemp</u> Street, Apt. No. or P.O. Box No. <u>4185 Meadow Way</u> <u>City, State, ZIP+4</u> <u>Maricopa, AZ 85044</u>	
See Reverse for Instructions	

55292 00000 0192 8002

DS Form 2390, August 2006.

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

***Important Reminders:***

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain *Return Receipt* service, please complete and attach a *Return Receipt* (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement *Restricted Delivery*.
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

2008 2810 0000 7162 5120

CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ 2.34
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.26

REPORT  
Postmark  
Here  
USPS

Sent To  
Laura J. Hemp  
Street, Apt. No.;  
or PO Box No. 2322 V, 019 Pike  
City, State, ZIP+4  
Smithville, PA 16680

PS Form 2900 August 2006 See Reverse for Instructions

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### ***Important Reminders:***

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

Name and Address of Sender  
Shapiro & DeNardo, LLC  
3600 Horizon Drive  
Suite 150  
King of Prussia, PA 19406

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured

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

1. Article Number	Addressee (Name, Street, City State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
08-032997	Laura J. Kemp 4185 Meadow Way Marietta, GA 30066											
2.	Laura J. Kemp 2322 Viola Pike Smithmill, PA 16680											
3.												
4.												
5.												
6.												
7.												
8.												

AMERICAN POSTAGE



2003 46¢  
FEB 9 2009  
MAILED FROM ZIP CODE 19426

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster Per Name of receiving employee
2		
8. Complete by Typewriter, Ink or Ball Point Pen		
PS Form 3877, February 2002 (Page 1 of 1)		
See Privacy Act Statement on Reverse		

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104927  
NO: 08-2145-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A. Successor  
vs.  
DEFENDANT: ALAN B. KEMP and LAURA J. KEMP

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	316531	10.00
SHERIFF HAWKINS	SHAPIRO	316531	46.76

S  
FILED  
03/30/09  
FEB 20 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105054  
NO: 08-2145-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: WELLS FARGO BANK, N.A., successor

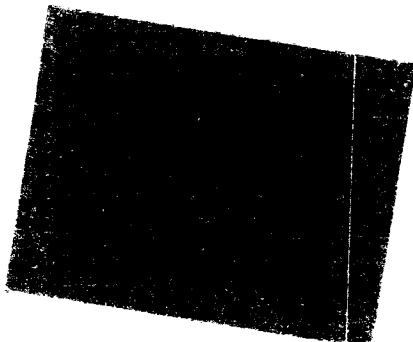
vs.

DEFENDANT: ALAN B. KEMP & LAURA J. KEMP

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	318695	10.00
SHERIFF HAWKINS	SHAPIRO	318695	37.76



FILED  
03/30/2009  
FEB 20 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105230  
NO: 08-2145-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: WELLS FARGO BAN, N.A., Successor  
vs.

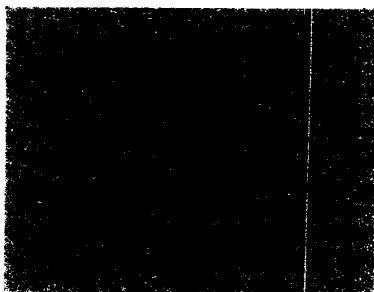
DEFENDANT: ALAN B. KEMP and LAURA J. KEMP

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	SHAPIRO	321782	10.00
SHERIFF HAWKINS	SHAPIRO	321782	39.80

5  
FILED  
03/30/2009  
FEB 26 2009  
W.A. Shaw  
Prothonotary/Clerk of Courts



Sworn to Before Me This

So Answers,

Day of 2009



Chester A. Hawkins  
Sheriff

SHAPIRO & DeNARDO, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

VS.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

*s* FILED NOCC  
M 10:24 AM  
MAR 23 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
*WAS*

### AFFIDAVIT OF SERVICE

I, Laraine Colwell, the undersigned, being duly sworn according to law, hereby depose and say that on the 27<sup>th</sup> day of February, 2009, pursuant to the Order of Court, attached as Exhibit "A," I served a true and correct copy of the Complaint in Mortgage Foreclosure in the above-captioned matter to the Defendant(s) listed below at the address provided by publication in a legal publication designated by the court for the publication of legal notices and in one newspaper of general circulation within Clearfield County. Proof of said publications are attached as Exhibit "B."

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

SHAPIRO & DENARDO, LLC

BY:

*Laraine Colwell*  
Laraine Colwell,  
Legal Assistant to  
Attorney for Plaintiff

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

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

WELLS FARGO BANK, N.A. et al,  
Plaintiff

vs.

ALAN B. KEMP and LAURA J. KEMP,  
Defendants

\*  
\*  
\* NO. 08-2145-CD  
\*  
\*

O R D E R

NOW, this 27th day of January, 2009, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and Notice of Sale upon Defendant **LAURA J. KEMP** by:

1. By first class mail to 2322 Viola Pike, Smithmill, PA 16680 and 4185 Meadow Way, Marietta, GA 30066;
2. By certified mail, return receipt requested, to 2322 Viola Pike, Smithmill, PA 16680 and 4185 Meadow Way, Marietta, GA 30066;
3. By posting the mortgaged premises at 2322 Viola Pike, Smithmill, PA 16680; and
4. By publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal.

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

BY THE COURT,

/S/ Fredric J Ammerman

---

FREDRIC J. AMMERMAN  
President Judge

JAN 27 2009

*Exhibit A*

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

NO. 2008-2145-CD  
NOTICE OF ACTION IN MORTGAGE  
FORECLOSURE

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9, PLAINTIFF vs. Alan B. Kemp and Laura J. Kemp, DEFENDANTS

To the Defendant, Laura J. Kemp: TAKE NOTICE THAT THE Plaintiff, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9, has filed an action Mortgage Foreclosure, as captioned above.

NOTICE

IF YOU WISH TO DEFEND, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE YOUR DEFENSES OR OBJECTIONS WITH THE COURT. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT FURTHER NOTICE FOR THE RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU. YOU SHOULD TAKE THIS NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Court  
house 230 East Market Street Clearfield,  
PA16830

LANA ZION, Attorney for Plaintiff  
SHAPIRO & DeNARDO, LLC  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
610-278-6800

Sharon J Pusey  
Notary Public  
My Commission Expires

PROOF OF PUBLICATION

NIA :

DA :

DA :

February AD 2009, before me, the subscriber, a  
d County and State, personally appeared Gary A.  
earfield County Legal Journal of the Courts of  
the annexed is a true copy of the notice or  
said publication in the regular issues of Week of  
No. 9. And that all of the allegations of this  
ace, and character of the publication are true.

Gary A. Knaresboro  
Gary A. Knaresboro, Esquire  
Editor

ore me the day and year aforesaid.

NOTARIAL SEAL  
SHARON J. PUSEY, Notary Public  
Houtzdale, Clearfield County, PA  
My Commission Expires, April 7, 2011

Mark A Mansfield Inc  
The Woods 998 Old Eagle School Rd Suite 1209  
Wayne PA 19087

Exhibit "B"

OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION-LAW  
NO. 2008-2145-CD  
NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE  
Wells Fargo Bank, N.A., successor  
by merger to Wells Fargo Bank  
Minnesota, N.A., as Trustee f/k/a  
Norwest Bank Minnesota, N.A., as  
Trustee for the registered holders  
of Structured Asset Securities Cor-  
poration, Amortizing Residential  
Collateral Trust, Mortgage Pass-  
Through Certificates, Series  
2002-BC9, PLAINTIFF vs. Alan B.  
Kemp and Laura J. Kemp, DEFEN-  
DANTS

To the Defendant, Laura J. Kemp:  
TAKE NOTICE THAT THE Plaintiff,  
Wells Fargo Bank, N.A., successor  
by merger to Wells Fargo Bank Min-  
nesota, N.A., as Trustee f/k/a  
Norwest Bank Minnesota, N.A., as  
Trustee for the registered holders  
of Structured Asset Securities Cor-  
poration, Amortizing Residential  
Collateral Trust, Mortgage Pass-  
Through Certificates, Series  
2002-BC9, has filed an action  
Mortgage Foreclosure, as cap-  
tioned above.

NOTICE

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PEARANCE PERSONALLY OR BY  
ATTORNEY AND FILE YOUR DE-  
FENSES OR OBJECTIONS WITH  
THE COURT. YOU ARE WARNED  
THAT IF YOU FAIL TO DO SO THE  
CASE MAY PROCEED WITHOUT  
YOU AND A JUDGMENT MAY BE  
ENTERED AGAINST YOU WITH-  
OUT FURTHER NOTICE FOR THE  
RELIEF REQUESTED BY THE  
PLAINTIFF. YOU MAY LOSE  
MONEY OR PROPERTY OR  
OTHER RIGHTS IMPORTANT TO  
YOU.

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

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

Clearfield County  
Lawyer Referral Service  
Court Administrator,  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
ILANAZION,  
Attorney for Plaintiff  
SHAPIRO & DeNARDO, LLC  
3600 HORIZON DRIVE,  
SUITE 150  
KING OF PRUSSIA, PA 19406  
610-278-6800

2:21-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
: SS:  
COUNTY OF CLEARFIELD :

On this 2nd day of March, A.D. 20 09,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progressive Publishing Company, Inc., and Associate Publisher of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of February 21, 2009.  
And that the affiant is not interested in the subject matter of the notice or  
advertising, and that all of the allegations of this statement as to the time,  
place, and character of publication are true.

Margaret E. Krebs

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

Cheryl J. Robison COMMONWEALTH OF PENNSYLVANIA  
Notary Public Clearfield, Pa.

Notarial Seal  
Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct 31, 2011  
Member, Pennsylvania Association of Notaries

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

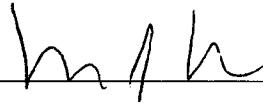
vs.

Alan B. Kemp and Laura J. Kemp  
DEFENDANT(S)

**PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER  
AND ASSESSMENT OF DAMAGES**

Enter Judgment IN REM in the amount of \$135,309.80 in favor of the Plaintiff and  
against the defendant(s), jointly and severally, for failure to file an answer to Plaintiff's  
Complaint in Mortgage Foreclosure within 20 days from service thereof and assess Plaintiff's  
damages as follows and calculated as stated in the Complaint:

Principal of mortgage debt due and unpaid	\$108,188.41
Interest at 8.65% from January 1, 2008 to March 30, 2009 (455 days @ \$25.64 per diem)	\$11,666.20
Late charges (for certain months prior to default and every month after at a rate of \$82.68 per month)	\$2,218.58
Property Inspections	\$31.50
Bankruptcy Fees	\$907.00
Appraisal Fees	\$222.00
Prior Foreclosure Fees	\$6,526.11
Title Search Report Fees	\$550.00
Attorneys Fees	\$5,000.00
<b>TOTAL AMOUNT DUE</b>	<b>\$135,309.80</b>

BY: 

Michael J. Clark, Esquire  
Attorney for Plaintiff

FILED *Atty ad. 20.00*  
*7/3/2009*  
APR 02 2009 Notice to  
William A. Shaw   
Prothonotary/Clerk of Courts  
Def.

AND NOW, judgment is entered in favor of the Plaintiff and against the Defendant(s) and damages are assessed as above in the sum of \$135,309.80

Willie L. Shan  
4/21/09

Pro. Prothy.

08-032997

SHAPIRO & DENARDO, LLC  
BY: DANIELLE BOYLE-EBERSOLE, ESQ.  
MICHAEL CLARK, ESQ.  
CHRISTOPHER A. DENARDO, ESQ.  
AND ILANA ZION, ESQ.  
ATTORNEY I.D. NOS. 81747, 202929, 78447 & 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610) 278-6800  
S & K FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
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as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

VS.

Alan B. Kemp P.O. Box 234 Smithmill, PA  
16680

Laura J. Kemp P.O. Box 234 Smithmill, PA  
16680

DEFENDANT(S)

STATE OF: Florida

COUNTY OF: Orange

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO:

AFFIDAVIT OF NON-MILITARY SERVICE

THE UNDERSIGNED being duly sworn, states that he/she is over the age of eighteen years and competent to make this affidavit and the following averments are based upon investigations made and records maintained either as Plaintiff or servicing agent of the Plaintiff and that the above-captioned Defendants' last known address is as set forth in the caption and they are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended. Ocwen Loan Servicing, LLC on behalf of Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9

By: Jessica Dybas

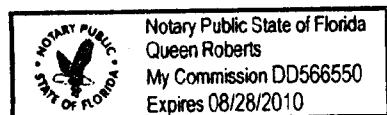
NAME: Jessica Dybas

TITLE: Default Liaison

Sworn to and subscribed before me this 24th day of June 2008.

Queen Roberts, Notary  
Public

08-032997



SHAPIRO & DeNARDO, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
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2002-BC9

PLAINTIFF

VS.

Alan B. Kemp and Laura J. Kemp

DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

**NOTICE OF INTENTION TO TAKE DEFAULT**  
**UNDER Pa.R.C.P. 237.1**  
**IMPORTANT NOTICE**

TO: Alan B. Kemp

DATE OF NOTICE: March 20, 2009

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 notice to a lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the following office to find out where you can get legal help:

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED  
THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO  
COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

## NOTIFICACION IMPORTANTE

Usted se encuentra en estado de rebeldia por no haber tomado la accion requerida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de la fecha de esta notificacion, el tribuna podra, sin necesidad de compararecer usted in corte o escuchar preuba alguna, dictar sentencia en su contra. Usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado immediatamente. Si usted no tiene abogado o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal:

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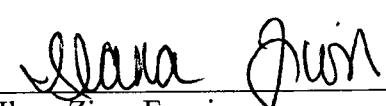
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PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

  
\_\_\_\_\_  
Ilana Zion, Esquire  
Shapiro & DeNardo, LLC  
Attorney for Plaintiff

SHAPIRO & DeNARDO, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
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Wells Fargo Bank, N.A., successor by merger  
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2002-BC9

PLAINTIFF

VS.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

**NOTICE OF INTENTION TO TAKE DEFAULT**  
**UNDER Pa.R.C.P. 237.1**  
**IMPORTANT NOTICE**

TO: Laura J. Kemp

DATE OF NOTICE: March 20, 2009

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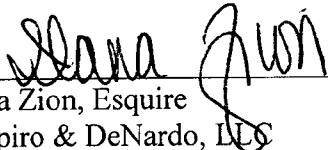
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PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

  
\_\_\_\_\_  
Ilana Zion, Esquire  
Shapiro & DeNardo, LLC  
Attorney for Plaintiff

SHAPIRO & DeNARDO, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
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Structured Asset Securities Corporation,  
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Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

VS.

Alan B. Kemp and Laura J. Kemp

DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

**NOTICE OF INTENTION TO TAKE DEFAULT**  
**UNDER Pa.R.C.P. 237.1**  
**IMPORTANT NOTICE**

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Clearfield, PA 16830  
814-765-2641 ext.5982

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

PERSONS TO WHOM RULE 237.1 NOTICE SENT TO:

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

  
\_\_\_\_\_  
Ilana Zion, Esquire  
Shapiro & DeNardo, LLC  
Attorney for Plaintiff

SHAPIRO & DeNARDO, LLC  
BY: ILANA ZION, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 87137  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

VS.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

CERTIFICATION OF MAILING NOTICE UNDER RULE 237.1

The undersigned hereby certifies that a Written Notice of Intention to File a Praeclipe for the Entry of Default Judgment was mailed to the defendant (s) and to his, her, their attorney of record, if any, after the default occurred and at least (10) days prior to the date of the filing of the Praeclipe. Said Notice was sent on the date set forth in the copy of said Notice attached hereto, March 20, 2009 to the following Defendants:

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

  
\_\_\_\_\_  
Laraine Colwell, Legal Assistant  
to Ilana Zion, Esquire for  
Shapiro & DeNardo, LLC

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

vs.

Alan B. Kemp and Laura J. Kemp  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:2008-2145-CD

**CERTIFICATE OF SERVICE**

I, Michael J. Clark, Esquire, Attorney for the Plaintiff, hereby certify that I have served  
by first class mail, postage prepaid, true and correct copies of the attached papers upon the  
following person(s) or their attorney of record:

Alan B. Kemp  
4185 Meadow Way, Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way, Marietta, GA 30066

Laura J. Kemp  
2322 Viola Pike, Smithmill, PA 16680

Date mailed: 4/1/09

SHAPIRO & DENARDO, LLC

BY:

  
Michael J. Clark, Esquire  
Attorney for Plaintiff

08-032997

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

vs.

Alan B. Kemp and Laura J. Kemp  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:2008-2145-CD

**CERTIFICATION OF ADDRESS**

I hereby certify that the correct address of the judgment creditor (Plaintiff) is:

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee  
f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset  
Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through  
Certificates, Series 2002-BC9

1675 Palm Beach Blvd.  
West Palm Beach, FL 33401

and that the last known address(es) of the judgment debtor (Defendant(s)) is:

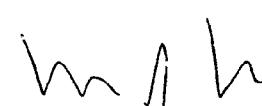
Alan B. Kemp  
4185 Meadow Way, Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way, Marietta, GA 30066

Laura J. Kemp  
2322 Viola Pike, Smithmill, PA 16680

SHAPIRO & DENARDO, LLC

BY:

  
\_\_\_\_\_  
Michael J. Clark, Esquire  
Attorney for Plaintiff

08-032997

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Clerk  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

RECEIVED  
MAY 11 2008  
CLERK OF COURT  
CLEARFIELD COUNTY, PA

Prothonotary

TO: Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

vs.

Alan B. Kemp and Laura J. Kemp  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:2008-2145-CD

**NOTICE**

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

*Walter L. Thompson* 4/2/09

Judgment by Default

Judgment for Possession

Judgment on Award of Arbitration

Judgment on Verdict

Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:  
ATTORNEY MICHAEL J. CLARK, ESQUIRE AT (610) 278-6800.

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Clerk  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Prothonotary

TO: Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

vs.

Alan B. Kemp and Laura J. Kemp  
DEFENDANT(S)

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:2008-2145-CD

**NOTICE**

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary

*Willie Clark  
6/2/09*

Judgment by Default

Judgment for Possession

Judgment on Award of Arbitration

Judgment on Verdict

Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:  
ATTORNEY MICHAEL J. CLARK, ESQUIRE AT (610) 278-6800.

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
Clearfield County Clerk  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Prothonotary

TO: Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

vs.

Alan B. Kemp and Laura J. Kemp  
DEFENDANT(S)

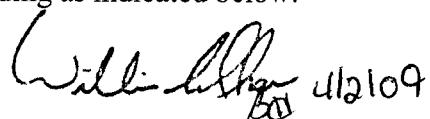
COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO:2008-2145-CD

**NOTICE**

Pursuant to Rule 236 of the Supreme Court of Pennsylvania, you are hereby notified that a Judgment has been entered against you in the above proceeding as indicated below.

Prothonotary



Willie L. B. 4/21/09

Judgment by Default

Judgment for Possession

Judgment on Award of Arbitration

Judgment on Verdict

Judgment on Court Findings

IF YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, PLEASE CALL:  
ATTORNEY MICHAEL J. CLARK, ESQUIRE AT (610) 278-6800.

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9 Plaintiff

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY  
No. 2008-2145-CD

vs.

Alan B. Kemp and Laura J. Kemp  
Defendant

PRAECIPE FOR WRIT OF EXECUTION  
(Mortgage Foreclosure)

To The Prothonotary:

Issue Writ of Execution in the above matter:

Amount Due	\$135,309.80
Interest from March 31, 2009 to	
(Costs to be added)	149.00
<hr/>	
Prothonotary costs	
<hr/>	
Michael J. Clark, Esquire, Attorney for Plaintiff	

7 FILED  
10/3/2009  
APR 02 2010  
William A. Shaw Atty pd. 20.00  
Prothonotary/Clerk of Courts

No: 2008-2145-CD

IN THE COURT OF COMMON PLEAS  
OF  
CLEARFIELD COUNTY

---

**FILED**

APR 02 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a  
Norwest Bank Minnesota, N.A., as Trustee for the  
registered holders of Structured Asset Securities  
Corporation, Amortizing Residential Collateral  
Trust, Mortgage Pass-Through Certificates, Series  
2002-BC9, Plaintiff

VS

Alan B. Kemp and Laura J. Kemp, Defendant  
Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

**PRAECLPPE FOR WRIT OF  
EXECUTION  
{Mortgage Foreclosure}**

Filed:

  
Michael J. Clark, Esquire  
Plaintiff's Attorney

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

vs.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured  
Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through  
Certificates, Series 2002-BC9, Plaintiff in the above action, sets forth, as of the date the praecipe  
for the writ of execution was filed, the following information concerning the real property  
located at 2322 Viola Pike, Smithmill, PA 16680.

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

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

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

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

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

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9  
1675 Palm Beach Blvd.  
West Palm Beach, FL 33401

Northwest Savings Bank et al.  
address to be supplied

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

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9  
1675 Palm Beach Blvd.  
West Palm Beach, FL 33401

Beneficial Consumer Discount Company  
dba Beneficial Mortgage Company of PA  
3006 Pleasant Valey Blvd  
Altoona, PA 16602

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

Clearfield County Domestic Relations  
230 East Market Street  
Clearfield, PA 16830

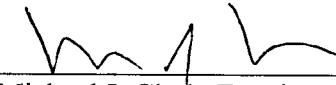
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

TENANT OR OCCUPANT  
2322 Viola Pike  
Smithmill, PA 16680

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.

SHAPIRO & DENARDO, LLC

BY:



---

Michael J. Clark, Esquire

08-032997

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a  
Norwest Bank Minnesota, N.A., as Trustee for the  
registered holders of Structured Asset Securities  
Corporation, Amortizing Residential Collateral  
Trust, Mortgage Pass-Through Certificates, Series

2002-BC9

PLAINTIFF

No: 2008-2145-CD

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

VS.

Alan B. Kemp and Laura J. Kemp  
DEFENDANT(S)

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

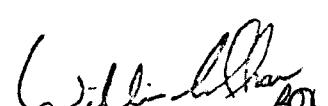
2322 Viola Pike, Smithmill, PA 16680

~~See attached legal~~

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due	\$135,309.80
Interest from March 31, 2009 to	149.00
Costs to be added	

Seal of Court

  
PROTHONOTARY

Date: 4/21/09

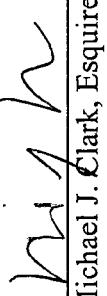
Deputy Prothonotary

No: 2008-2145-CD

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a  
Norwest Bank Minnesota, N.A., as Trustee for the  
registered holders of Structured Asset Securities  
Corporation, Amortizing Residential Collateral  
Trust, Mortgage Pass-Through Certificates, Series  
2002-BC9

vs.

Alan B. Kemp and Laura J. Kemp  
Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

  
Michael J. Clark, Esquire

**WRIT OF EXECUTION**

**(MORTGAGE FORECLOSURE)**

Michael J. Clark, Esquire, Attorney  
SHAPIRO & DENARDO, LLC  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406

ALL THAT tract or parcel of land and premises, situate, lying and being in the Township of Gulich Township, County of Clearfield, and State of Pennsylvania, more particularly described as follows:

BEGINNING at a point on the Township Road to Ramey at land of Pennsylvania Railroad; thence by said Township Road to Ramey Earth 43 degrees 45 minutes East, 245 feet to a point; thence continuing by said road North 38 degrees 8 minutes East, 275 feet to a point; thence by said Road, North 76 degrees 20 minutes East, 490 feet to a point on land of D. K. Ramey Estate; thence by said land of D. K. Ramey Estate, South 40 degrees West 600 feet to a point; thence South 85 degrees 16 minutes West 428 feet to Township Road and place of Beginning.

EXCEPTING AND RESERVING thereout and therefrom all previous conveyances of record, including, but not limited to tract of land conveyed to Helen Reanstey by Deed dated July 31, 1978 and recorded August 8, 1978 in Vol 766, page 067.

EXCEPTING AND RESERVING thereout and therefrom all previous conveyances of record, including, but not limited to the outsale of 1.19 acres, more or less to Harold G. Faughner and Lorraine Faughner, his wife, by deed dated April 18, 1950 and recorded in Clearfield County Deed Book 405, page 168.

EXCEPTING AND RESERVING all exceptions and reservations as are contained in prior deeds in the chain of title.

The improvements thereon being known as 2322 ~~Wick Pile~~ Smithmill Pennsylvania 16680.

BEING THE SAME PREMISES which George LaMarche and Rosella E. LaMarche, husband and wife, by Deed dated October 28, 1992 and recorded November 5, 1992, in the Office for the Recorder of Deeds in and for the County of Clearfield, in Deed Book 1494 Page 523, granted and conveyed unto the Alan B. Kemp and Laura J. Kemp, husband and wife, in fee.

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

vs.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

VERIFICATION OF SERVICE BY CERTIFIED MAIL AND  
REGULAR MAIL PURSUANT TO COURT ORDER

The undersigned hereby verifies that she is a legal assistant for Plaintiff in the above case and that pursuant to the attached Court Order she has mailed a true and correct copy of the Notice of Sale in the above-captioned case to Defendant(s) by certified and regular mail, to the last known address of said Defendant(s) as follows: Laura J. Kemp, 4185 Meadow Way, Marietta, GA 30066 and 2322 Viola Pike, Smithmill, PA 16680 on April 15, 2009 as evidenced by the receipts of mailing attached hereto and made a part hereof.

I verify that the statements made herein are true and correct and I understand that false statements made herein are subject to the penalties set forth in 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

DATED: 5/7/09

SHAPIRO & DENARDO, LLC

BY:

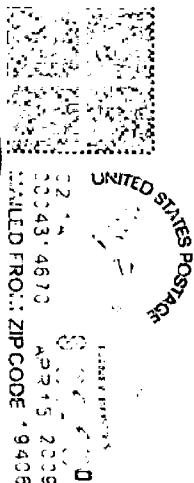
Lisa Kosik  
Lisa Kosik  
Legal Assistant

08-032997

5  
MAY 18 2009  
n 12:20 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 cent to Attn

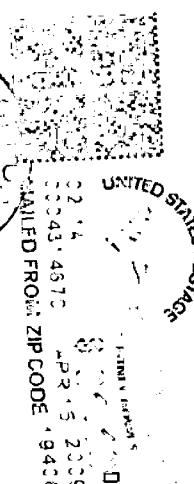
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:  <u>Shapiro and Kreisman, LLC</u> <u>3600 Horizon Drive, Ste.150</u> <u>King Of Prussia, PA 19406</u>			
One piece of ordinary mail addressed to:  <u>Laura J. Kemp</u> <u>2322 Viola Pike</u> <u>Smithmill, PA 16680</u>			
APR 15 2009 16-08-032997			

Affix fee here in stamps



PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:  <u>Shapiro and Kreisman, LLC</u> <u>3600 Horizon Drive, Ste.150</u> <u>King Of Prussia, PA 19406</u>			
One piece of ordinary mail addressed to:  <u>Laura J. Kemp</u> <u>4185 Meadow Way</u> <u>Marietta, GA 30066</u>			
APR 15 2009 16-08-032997			



PS Form 3817, January 2001

U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ .40
Certified Fee	\$ .70
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 1.10
Sent To: <u>Laura J. Kemp</u> Street, Apt. No.; or PO Box No. <u>4185 Meadow Way</u> City, State, ZIP+4 <u>Marietta, GA 30066</u>	
See Reverse for Instructions	

7008 0002 0020 0002 0002 0002 0002 0002 0002 0002

PS Form 3800, August 2006

U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ .40
Certified Fee	\$ .70
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 1.10
Sent To: <u>Laura J. Kemp</u> Street, Apt. No.; or PO Box No. <u>4185 Meadow Way</u> City, State, ZIP+4 <u>Marietta, GA 30066</u>	
See Reverse for Instructions	

PS Form 3800, August 2006

See Reverse for Instructions

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

WELLS FARGO BANK, N.A. et al,  
Plaintiff

vs.

ALAN B. KEMP and LAURA J. KEMP,  
Defendants

\*  
\*  
\* NO. 08-2145-CD  
\*  
\*

O R D E R

NOW, this 27th day of January, 2009, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and Notice of Sale upon Defendant **LAURA J. KEMP** by:

1. By first class mail to 2322 Viola Pike, Smithmill, PA 16680 and 4185 Meadow Way, Marietta, GA 30066;
2. By certified mail, return receipt requested, to 2322 Viola Pike, Smithmill, PA 16680 and 4185 Meadow Way, Marietta, GA 30066;
3. By posting the mortgaged premises at 2322 Viola Pike, Smithmill, PA 16680; and
4. By publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal.

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

BY THE COURT,

/S/ Fredric J Ammerman

FREDRIC J. AMMERMAN  
President Judge

JAN 27 2009

*Frederick J. Ammerman*  
President Judge

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

VS.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

RECEIVED  
MAY 08 2009  
M 12:25 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

I CERT TO ATTN

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

NO: 2008-2145-CD

#### AFFIDAVIT OF SERVICE

I, Lisa Kosik, the undersigned, being duly sworn according to law, hereby depose and say that on the 17<sup>th</sup> day of April, 2009, pursuant to the Order of Court, attached as Exhibit "A," I served a true and correct copy of the Notice of Sale in the above-captioned matter to the Defendant(s) listed below at the address provided by publication in a legal publication designated by the court for the publication of legal notices and in one newspaper of general circulation within Clearfield County. Proof of said publications are attached as Exhibit "B."

Laura J. Kemp, 4185 Meadow Way, Marietta, GA 30066

Laura J. Kemp, 2322 Viola Pike, Smithmill, PA 16680

SHAPIRO & DeNARDO, LLC

BY:

  
Lisa Kosik,  
Legal Assistant to  
Attorney for Plaintiff

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

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

WELLS FARGO BANK, N.A. et al,  
Plaintiff

vs.  
ALAN B. KEMP and LAURA J. KEMP,  
Defendants

\*  
\*  
\* NO. 08-2145-CD  
\*  
\*

O R D E R

NOW, this 27th day of January, 2009, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure and Notice of Sale upon Defendant **LAURA J. KEMP** by:

1. By first class mail to 2322 Viola Pike, Smithmill, PA 16680 and 4185 Meadow Way, Marietta, GA 30066;
2. By certified mail, return receipt requested, to 2322 Viola Pike, Smithmill, PA 16680 and 4185 Meadow Way, Marietta, GA 30066;
3. By posting the mortgaged premises at 2322 Viola Pike, Smithmill, PA 16680; and
4. By publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal.

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

BY THE COURT,

/S/ Fredric J Ammerman

---

FREDRIC J. AMMERMAN  
President Judge

JAN 27 2009

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION-LAW  
NO: 2008-2145-CD  
NOTICE OF ACTION IN MORTGAGE FORE-  
CLOSURE

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9, PLAINTIFF vs. Alan B. Kemp and Laura J. Kemp, DEFENDANTS

NOTICE OF SHERIFF'S SALE OF REAL  
PROPERTY

TO: Laura J. Kemp, Defendant, whose last known address is 2322 Viola Pike, Smithmill, PA 16680. Your house (real estate) at: 2322 Viola Pike, Smithmill, PA 16680, is scheduled to be sold at Sheriff's Sale on June 5, 2009 at 10:00 AM, in Clearfield County Sheriff's Office, Courthouse, 1 North Second Street, Clearfield, PA 16830, to enforce the court judgment of \$135,309.80, obtained by Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9 (the mortgagee) against you.

NOTICE OF OWNER'S RIGHTS  
YOU MAY BE ABLE TO PREVENT THIS  
SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate action: The sale will be cancelled if you pay back to the mortgagee the back payments, late charges, costs, and reasonable attorneys fees due. To find out how much you must pay, you may call: (610) 278-6800. 1. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause. 2. You may be able to stop the sale through other legal proceedings. 3. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below on how to obtain an attorney.) YOU MAY STILL BE  
ABLE TO SAVE YOUR PROPERTY AND

YOU HAVE OTHER RIGHTS EVEN IF THE  
SHERIFF'S SALE DOES TAKE PLACE. 1.

If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (610) 278-6800. 2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property. 3. The sale will be recorded only if the purchaser pays the Sheriff the full amount of the bid. To find out if this has happened yet, you may call the Sheriff's Office at: 814-765-2641. 4. If the amount due from the purchaser is not paid to the Sheriff, the sale must be rescheduled. 5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings, if necessary, to evict you. 6. You may be entitled to a share of the proceeds, which were paid for your house. A proposed schedule of distribution of the money bid for your house will be prepared by the Sheriff within thirty (30) days from the date of the sale. This schedule will state who will be receiving the money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of said schedule of distribution. 7. You may also have other rights and defenses or ways of getting your house back, if you act immediately after the sale. **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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Clearfield County Lawyer Referral Service  
Court Administrator, Clearfield County  
Courthouse

230 E. Market St., Clearfield, PA 16830  
814-765-2641 ext.5982

PURSUANT TO THE FAIR DEBT COLLECTIONS PRACTICE ACT, THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

MICHAEL J. CLARK, Attorney for Plaintiff  
SHAPIRO & DeNARDO, LLC  
3600 HORIZON DRIVE, STE. 150  
KING OF PRUSSIA, PA 19406

County of Clearfield and Commonwealth of Pennsylvania, including all coat in the land thereunder:

THE FIRST THEREOF: BEGINNING at an existing 1.25 inch iron pipe; said pipe is located on the Bigler Township/ Woodward Township line and is located along property now or formerly of Robert F. Kitko, Sr., C. Mark Kitko and Andrew G. Kitko; thence South 11° 10' 47" West a distance of 1683.44 feet to an existing 5/8th inch rebar; thence North 62° 50' 16" West a distance of 934.09 feet to an existing 1 inch iron pipe; thence South 51° 43' 39" West a distance of 398.46 feet to a point; thence North 81° 04' 35" West a distance of 955.72 feet to a point; thence North 31° 14' 25" West a distance of 941.27 feet to a point; thence North 10° 45' 35" East a distance of 963.31 feet to an iron pin; thence South 81° 04' 35" East a distance of 2756.08 feet to an existing 1.25 inch iron pipe and place of beginning. CONTAINING 97.1044 acres more or less.

BEING further identified as Clearfield County Tax Parcel No. 103-L14-30 as shown on the assessment map in the records of Clearfield County, PA.

THE SECOND THEREOF: BEGINNING at an existing rebar; said rebar located on the Bigler Township/Gulich Township/Ramey Borough line; thence along property now or formerly of David E. Srock North 33° 05' 52" West a distance of 1123.89 feet to an iron pin; thence North 72° 23' 45" East a distance of 717.87 feet to an iron pin; thence North 07° 51' 15" West a distance of 330.00 feet to an iron pin; thence North 76° 08' 45" East a distance of 701.25 feet to an iron pin; thence North 28° 51' 15" West a distance of 74.25 feet to an iron pin; thence North 57° 08' 45" East a distance of 808.50 feet to an iron pin; thence North 29° 51' 15" West a distance of 789.52 feet to an iron pin; thence North 57° 13' 27" East a distance of 788.79 feet to an iron pin; thence South 31° 14' 25" East a distance of 270.72 feet to a point; thence South 81° 04' 35" East a distance of 955.72 feet to a point; thence South 51° 43' 39" West a distance of 470.03 feet to an existing one inch iron pipe; thence South 62° 53' 37" East a distance of 1064.60 feet to an existing axle; thence South 52° 00' 59" West a distance of 300.00 feet to an iron pin; thence South 45° 59' 01" East a distance of 84.03 feet to a point; thence South 58° 57' 14" West a distance 3624.91 feet to

an existing rebar and place of beginning. CONTAINING 113.1879 acres more or less. BEING further identified as Clearfield County Tax Parcel No. 103-L14-22 as shown on the assessment map in the records of Clearfield County, PA.

ALL that certain piece or tract of land situate in Woodward Township, Clearfield County, Pennsylvania, described as follows:

TRACT #2176 - Deed dated September 20, 1884, from John M. Jordan and wife to Horatio G. Fisher, and others, recorded in Deed Book 33 Page 292. CONTAINING 0.07 acres.

#### NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE CAN GET LEGAL HELP.

Court Administrator  
Clearfield County Courthouse Clearfield PA  
16830  
814-765-2641

You are hereby further notified to appear and answer the Complaint in said Action within twenty (20) days of this Notice, otherwise Judgment will be entered against you, barring you from all claims, rights and interests inconsistent with Plaintiffs claim of title, as set forth in the Complaint.

David R. Thompson, Esquire P.O. Box 587  
Philipsburg, PA 16866  
ATTORNEYS FOR PLAINTIFFS

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

:

:

COUNTY OF CLEARFIELD :

:

On this 17th day of April AD 2009, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of April 17, 2009, Vol. 21, No. 16. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



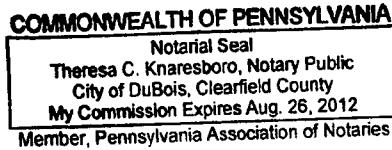
Gary A. Knaresboro, Esquire  
Editor

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



Theresa C. Knaresboro  
Notary Public

My Commission Expires



IN THE COURT  
OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION-LAW  
NO. 2008-2145-CD  
NOTICE OF ACTION  
IN MORTGAGE FORECLOSURE  
Wells Fargo Bank, N.A., successor  
by merger to Wells Fargo Bank  
Minnesota, N.A., as Trustee f/k/a  
Norwest Bank Minnesota, N.A., as  
Trustee for the registered holders  
of Structured Asset Securities Cor-  
poration, Amortizing Residential  
Collateral Trust, Mortgage Pass-  
Through Certificates, Series  
2002-BC9, PLAINTIFF vs. Alan B.  
Kemp and Laura J. Kemp, DEFEN-  
DANTS

NOTICE OF  
SHERIFF'S SALE  
OF REAL PROPERTY

TO: Laura J. Kemp, Defendant,  
whose last known address is 2322  
Viola Pike, Smithmill, PA 16680.  
Your house (real estate) at 2322  
Viola Pike, Smithmill, PA 16680, is  
scheduled to be sold at Sheriff's  
Sale on June 5, 2009 at 10:00  
A.M., in Clearfield County Sheriff's  
Office, Courthouse, 1 North Sec-  
ond Street, Clearfield, PA 16830,  
to enforce the court judgment of  
\$135,309.80, obtained by Wells  
Fargo Bank, N.A., successor by  
merger to Wells Fargo Bank Minne-  
sota, N.A., as Trustee f/k/a/ Norw-  
est Bank Minnesota, N.A., as Trust-  
ee for the registered holders of  
Structured Asset Securities Cor-  
poration, Amortizing Residential  
Collateral Trust, Mortgage Pass-  
Through Certificates, Series  
2002-BC9 (the mortgagée)  
against you.

NOTICE OF  
OWNER'S RIGHTS  
YOU MAY BE ABLE  
TO PREVENT THIS  
SHERIFF'S SALE

To prevent this Sheriff's Sale you  
must take immediate action: The  
sale will be cancelled if you pay  
back to the mortgagée the back  
payments, late charges, costs, and  
reasonable attorneys fees due. To  
find out how much you must pay,  
you may call: (610) 278-6800. 1.  
You may be able to stop the sale by  
filing a petition asking the Court to  
strike or open the judgment, if the  
judgment was improperly entered.  
You may also ask the Court to post-  
pone the sale for good cause. 2.  
You may be able to stop the sale  
through other legal proceedings. 3.  
You may need an attorney to assert  
your rights. The sooner you contact  
one, the more chance you will have  
of stopping the sale. (See notice  
below on how to obtain an attor-  
ney.) YOU MAY STILL BE ABLE TO  
SAVE YOUR PROPERTY AND  
YOU HAVE OTHER RIGHTS EVEN  
IF THE SHERIFF'S SALE DOES  
TAKE PLACE. 1. If the Sheriff's  
Sale is not stopped, your property  
will be sold to the highest bidder.  
You may find out the price bid by  
calling (610) 278-6800. 2. You  
may be able to petition the Court to  
set aside the sale if the bid price  
was grossly inadequate compared  
to the value of your property. 3. The  
sale will be recorded only if the pur-  
chaser pays the Sheriff the full  
amount of the bid. To find out if this  
has happened yet, you may call the  
Sheriff's Office at: 814-765-2641. 4. If the amount  
due from the purchaser is not paid  
to the Sheriff, the sale must be re-  
scheduled. 5. You have a right to  
remain in the property until the full  
amount due is paid to the Sheriff  
and the Sheriff gives a deed to the  
buyer. At that time, the buyer may  
bring legal proceedings, if neces-  
sary, to evict you. 6. You may be  
entitled to a share of the proceeds,  
which were paid for your house.  
A proposed schedule of distribution  
of the money bid for your house will  
be prepared by the Sheriff within  
thirty (30) days from the date of the  
sale. This schedule will state who  
will be receiving the money. The  
money will be paid out in accord-  
ance with this schedule unless ex-  
ceptions (reasons why the pro-  
posed distribution is wrong) are  
filed with the Sheriff within ten (10)  
days after the posting of said  
schedule of distribution. 7. You  
may also have other rights and de-  
fenses or ways of getting your  
house back, if you act immediately  
after the sale. YOU SHOULD TAKE  
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AT ONCE. IF YOU DO NOT HAVE A  
LAWYER OR CANNOT AFFORD  
ONE, GO TO OR TELEPHONE  
THE OFFICE LISTED BELOW TO  
FIND OUT WHERE YOU CAN GET  
LEGAL HELP.

Clearfield County  
Lawyer Referral Service  
Court Administrator,  
Clearfield County Courthouse  
230 E Market St

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA : :  
COUNTY OF CLEARFIELD : : SS:

On this 23rd day of April, A.D. 20 09,  
before me, the subscriber, a Notary Public in and for said County and  
State, personally appeared Margaret E. Krebs, who being duly sworn  
according to law, deposes and says that she is the President of The  
Progress, a daily newspaper published at Clearfield, in the County of  
Clearfield and State of Pennsylvania, and established April 5, 1913, and  
that the annexed is a true copy of a notice or advertisement published in  
said publication in

the regular issues of April 17, 2009.  
And that the affiant is not interested in the subject matter of the notice or  
advertising, and that all of the allegations of this statement as to the time,  
place, and character of publication are true.

*Margaret E. Krebs*

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

*Cheryl J. Robison*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2011  
Member, Pennsylvania Association of Notaries

stand help. Reliable,  
eat, clean. Must be  
willing to travel. Call  
Woodland 857-7759,  
leave a message.

RI-COUNTY Home  
Support Services needs  
experienced care aide in  
the Mahaffey area.  
EOE. 1-800-957-9853.

WANTED at Holiday  
Inn Express: House-  
keepers. Apply in per-  
son. No phone calls  
please.

#### Announcements

#### HEPBURNIA UNITED METHODIST CHURCH

Worship Service ....10:00 A.M.  
Sunday School.....11:00 A.M.  
Wednesday Bible Study  
7:30 P.M.

Rev. Emmett Anderson  
236-1720

#### COAL RUN C&MA CHURCH

145 Scotch Hollow Rd.  
Osceola Mills

Sunday School.....9:00 A.M.  
Morning Worship.....10:00 A.M.  
Evening Worship.....6:30 P.M.  
Wednesday Evening ....7:00 P.M.

Rev. Milton Vogel  
383-4704

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, N.A., as Trustee  
f/k/a Norwest Bank Minnesota, N.A., as Trustee  
for the registered holders of Structured Asset  
Securities Corporation, Amortizing Residential  
Collateral Trust, Mortgage Pass-Through  
Certificates, Series 2002-BC9

PLAINTIFF

VS.

Alan B. Kemp

and

Laura J. Kemp

DEFENDANT(S)

5 MAY 18 2009  
M 12:20 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

1 court to  
Atte

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

**CERTIFICATION OF NOTICE TO LIENHOLDERS**  
**PURSUANT TO PA R.C.P 3129.2 (C) (2)**

I, Lisa Kosik, Legal Assistant for Shapiro & DeNardo, LLC, attorneys for the Plaintiff, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9, hereby certify that Notice of Sale was served on all persons appearing on Exhibit "A" attached hereto, by United States mail, first class, postage prepaid, with Certificates of Mailing on April 15, 2009, the originals of which are attached and that each of said persons appears on Plaintiff's Affidavit pursuant to Pa. R.C.P. 3129.1.

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

Respectfully submitted,

SHAPIRO & DENARDO, LLC

BY:

  
Lisa Kosik  
Legal Assistant

08-032997

Name and Address of Sender		Check type of mail or service:			
Shapiro & DeNardo, L.L.C 3600 Horizon Drive Suite 150 King of Prussia, PA 19406	LK	<input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured	<input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation	Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt	
1. 08-032997		Addressee (Name, Street, City, State, & ZIP Code)		Postage	Fee
2.		Beneficial Consumer Discount Company, dba Beneficial Mortgage Company of PA 3006 Pleasant Valley Blvd Altoona, PA 16602			Handling Charge
3.		Northwest Savings Bank et al 301 2 <sup>nd</sup> Ave Warren, PA 16365			Act. if R
4.		Clearfield County Domestic Relations 230 East market Street Clearfield, PA 16830			
5.		Tenant or Occupant 2322 Viola Pike Smithmill, PA 16680			
6.					
7.					
8.					
Total Number of Pieces Listed by Sender	4	Total Number of Pieces Received at Post Office	Postmaster (Name of receiving employee)	See Privacy Act Statement on Reverse	

**Delivery Confirmation**  
**Signature Confirmation**  
**Special Handling**  
**Restricted Delivery**  
**Return Receipt**

SHAPIRO & DeNARDO, LLC  
BY: MICHAEL J. CLARK, ESQUIRE  
ATTORNEY I.D. NO: PA Bar # 202929  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406  
TELEPHONE: (610)278-6800  
S & D FILE NO. 08-032997

Wells Fargo Bank, N.A., successor by merger  
to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A.,  
as Trustee for the registered holders of  
Structured Asset Securities Corporation,  
Amortizing Residential Collateral Trust,  
Mortgage Pass-Through Certificates, Series  
2002-BC9

PLAINTIFF

vs.

Alan B. Kemp and Laura J. Kemp  
DEFENDANTS

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

NO: 2008-2145-CD

5 FILED ICC ATT  
m/11/49cm  
MAY 13 2009  
W.A. Shaw  
Prothonotary/Clerk of Courts

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1**

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as  
Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured  
Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through  
Certificates, Series 2002-BC9, Plaintiff in the above action, sets forth, as of the date the praecipe  
for the writ of execution was filed, the following information concerning the real property  
located at 2322 Viola Pike, Smithmill, PA 16680.

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

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

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

Alan B. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
4185 Meadow Way  
Marietta, GA 30066

Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

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

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9  
1675 Palm Beach Blvd.  
West Palm Beach, FL 33401

Northwest Savings Bank et al  
301 2<sup>nd</sup> Ave  
Warren, PA 16365

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

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a Norwest Bank Minnesota, N.A., as Trustee for the registered holders of Structured Asset Securities Corporation, Amortizing Residential Collateral Trust, Mortgage Pass-Through Certificates, Series 2002-BC9  
1675 Palm Beach Blvd.  
West Palm Beach, FL 33401

Beneficial Consumer Discount Company  
dba Beneficial Mortgage Company of PA  
3006 Pleasant Valey Blvd  
Altoona, PA 16602

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

Clearfield County Domestic Relations  
230 East Market Street  
Clearfield, PA 16830

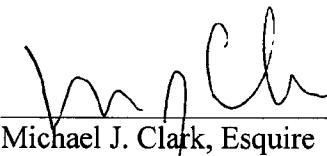
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

TENANT OR OCCUPANT  
2322 Viola Pike  
Smithmill, PA 16680

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.

SHAPIRO & DENARDO, LLC

BY:

  
\_\_\_\_\_  
Michael J. Clark, Esquire

08-032997

ProVest, LLC - New York  
93 E. Main St  
Bay Shore, NY 11706  
(631) 666-6168

SHAPIRO AND DENARDO, LLC (PA)  
3600 Horizon Drive Suite 150  
King of Prussia, Pennsylvania 19406

Court Case No.: 2008-2145-CD  
Sheriff's Sale Date: \_\_\_\_\_

IN THE COMMON PLEAS COURT OF CLEARFIELD

**WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO  
WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE F/K/A  
NORWEST BANK MINNESOTA, N.A., AS TRUSTEE FOR THE  
REGISTERED HOLDERS OF STRUCTURED ASSET  
SECURITIES CORPORATION, AMORTIZING RESIDENTIAL  
COLLATERAL TRUST, MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2002-BC9; et seq.**

Plaintiff,

Against

**ALAN B. KEMP; et al.**

Defendants,

**AFFIDAVIT  
OF SERVICE**

S FILED 1CC ATTY.  
m 11:49 am  
MAY 13 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Darryl Brooks being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides in the State of GA.

That on 4/18/09 at 1235PM at 4185 Meadow Way Marietta, GA 30066 deponent served the within NOTICE OF SALE bearing court case number 2008-2145-CD on ALAN B. KEMP; et al.

INDIVIDUAL

by delivering thereat a true copy of each to said defendant personally, deponent knew said person so served to be the person described as said defendant therein. (S)He identified (her) himself as such.

SUBSTITUTE

By delivering thereat a copy of each to Laura Kemp a person of suitable age and discretion. That person was also asked by deponent whether said premises was the defendant's dwelling home and the reply was affirmative.

CORPORATE

A corporation, by delivering thereat a true copy of each to \_\_\_\_\_, personally; deponent knew said so served to be the corporation described as the named defendant and knew said individual to be the AUTHORIZED AGENT thereof.

DESCRIPTION

Deponent describes the individual served to the best of deponent's ability at the time and circumstances of service as follow:

Sex	Skin Color	Hair Color	Age (Aprx)	Height (Aprx)	Weight (Aprx)
F	W	White	55	5'10"	200

NON-SERVICE

The defendant, ALAN B. KEMP, does not reside at this address as per

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attempt 1: \_\_\_\_\_

Attempt 2: \_\_\_\_\_

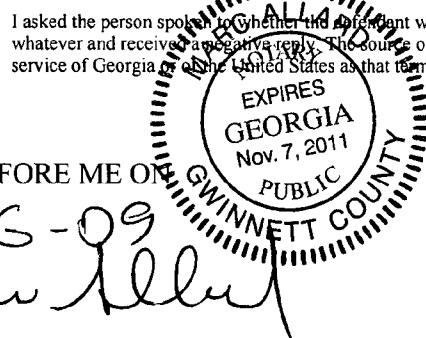
Attempt 3: \_\_\_\_\_

MILITARY SERVICE



I asked the person spoken to whether the defendant was in active military service of the United States or of the State of Georgia in any capacity whatever and received a negative reply. The source of my information and the grounds of my belief I aver that the defendant is not in the military service of Georgia or of the United States as that term is defined in either the State or Federal statutes.

SWORN TO BEFORE ME ON



Server Signature

Darryl Brooks

5-6-09  
Man Allen

Date \_\_\_\_\_

Notary Signature \_\_\_\_\_

Commission Expiration \_\_\_\_\_

LICENSE #  
FILE # 08-032997  
CASE ID # 1584490

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20954

NO: 08-2145-CD

PLAINTIFF: WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE F/K/A NORWEST BANK MINNESOTA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION, AMORTIZING RESIDENTIAL COLLATERAL TRUST

vs.

DEFENDANT: ALAN B. KEMP AND LAURA J. KEMP

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 4/3/2009

LEVY TAKEN 4/14/2009 @ 2:05 PM

POSTED 4/14/2009 @ 2:05 PM

SALE HELD 6/5/2009

5:11-7  
013-4987Y  
SEP 04 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
LAW

SOLD TO WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE F/K/A NORWEST BANK MINNESOTA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION, AMORTIZING RESIDENTIAL COLLATERAL TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-BC9

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 9/3/2009 9-4-09

DATE DEED FILED 9/4/2009

SERVICES

SEE ATTACHED SHEET(S) OF SERVICES

SHERIFF HAWKINS \$324.00

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

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

*Chester Hawkins*  
I, Cynthia Littles, Deputy Sheriff  
Chester A. Hawkins  
Sheriff

WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE  
vs F/K/A NORWEST BANK MINNESOTA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF STRUCTURED  
ALAN B. KEMP AND LAURA J. KEMP

---

1 4/20/2009 @ SERVED ALAN B. KEMP

SERVED ALAN B. KEMP, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 4185 MEADOW WAY,  
MARIETTA, GA 30066 CERT #70060810000145074791 SIGNED FOR BY LAURA KEMP

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

---

2 4/20/2009 @ SERVED LAURA J. KEMP

SERVED LAURA J. KEMP, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 4185 MEADOW WAY,  
MARIETTA, GA 30066 CERT #70060810000145074807 SIGNED FOR BY LAURA J. KEMP

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

---

3 4/20/2009 @ SERVED LAURA J. KEMP

SERVED LAURA J. KEMP, DEFENDANT, BY REG & CERT MAIL PER COURT ORDER TO 2322 VIOLA PIKE, SMITHMILL,  
PA 16680 CERT #70060810000145074821. CERT & REG MAIL RETURNED UNCLAIMED 4/20/09.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

---

4 4/20/2009 @ SERVED ALAN B. KEMP

SERVED ALAN B. KEMP, DEFENDNT, BY REG & CERT MAIL PER COURT ORDER TO 2322 VIOLA PIKE, SMITHMILL, PA  
16680 CERT #70060810000145074814. CERT & REG MAIL RETURNED UNCLAIMED 4/20/09

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

---

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

SS

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a  
Norwest Bank Minnesota, N.A., as Trustee for the  
registered holders of Structured Asset Securities  
Corporation, Amortizing Residential Collateral  
Trust, Mortgage Pass-Through Certificates, Series  
2002-BC9  
PLAINTIFF

No: 2008-2145-CD

WRIT OF EXECUTION:

MORTGAGE FORECLOSURE

VS.

Alan B. Kemp and Laura J. Kemp  
DEFENDANT(S)

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

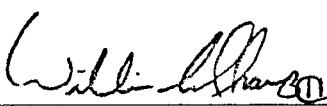
2322 Viola Pike, Smithmill, PA 16680

See attached legal

NOTE: Description of property may be included in, or attached to the Writ.

Amount Due	\$135,309.80
Interest from March 31, 2009 to	Prothonotary costs 149.00
Costs to be added	

Seal of Court

  
PROTHONOTARY

Date: 4/2/09

Deputy Prothonotary

Received this writ this 3rd day  
of April A.D. 2009  
At 11:00 A.M./P.M.

Cynthia A. Hawkeis  
Sheriff by Cynthia Butler-Coughlin

No: 2008-2145-CD

Wells Fargo Bank, N.A., successor by merger to  
Wells Fargo Bank Minnesota, N.A., as Trustee f/k/a  
Norwest Bank Minnesota, N.A., as Trustee for the  
registered holders of Structured Asset Securities  
Corporation, Amortizing Residential Collateral  
Trust, Mortgage Pass-Through Certificates, Series  
2002-BC9

vs.

Alan B. Kemp and Laura J. Kemp  
Laura J. Kemp  
2322 Viola Pike  
Smithmill, PA 16680

  
Michael J. Clark, Esquire

**WRIT OF EXECUTION**

**(MORTGAGE FORECLOSURE)**

Michael J. Clark, Esquire, Attorney  
SHAPIRO & DENARDO, LLC  
3600 HORIZON DRIVE, SUITE 150  
KING OF PRUSSIA, PA 19406

ALL THAT tract or parcel of land and premises, situate, lying and being in the Township of Gulich Township, County of Clearfield, and State of Pennsylvania, more particularly described as follows:

BEGINNING at a point on the Township Road to Ramey at land of Pennsylvania Railroad; thence by said Township Road to Ramey Earth 43 degrees 45 minutes East, 245 feet to a point; thence continuing by said road North 38 degrees 8 minutes East, 275 feet to a point; thence by said Road, North 76 degrees 20 minutes East, 490 feet to a point on land of D. K. Ramey Estate; thence by said land of D. K. Ramey Estate, South 40 degrees West 600 feet to a point; thence South 85 degrees 16 minutes West 428 feet to Township Road and place of Beginning.

EXCEPTING AND RESERVING thereout and therefrom all previous conveyances of record, including, but not limited to tract of land conveyed to Helen Reanstey by Deed dated July 31, 1978 and recorded August 8, 1978 in Vol 766, page 067.

EXCEPTING AND RESERVING thereout and therefrom all previous conveyances of record, including, but not limited to the outsale of 1.19 acres, more or less to Harold G. Faughner and Lorraine Faughner, his wife, by deed dated April 18, 1950 and recorded in Clearfield County Deed Book 405, page 168.

EXCEPTING AND RESERVING all exceptions and reservations as are contained in prior deeds in the chain of title.

The improvements thereon being known as 2322 Viola Pike Smithmill Pennsylvania 16680. \_\_\_\_\_

BEING THE SAME PREMISES which George LaMarche and Rosella E. LaMarche, husband and wife, by Deed dated October 28, 1992 and recorded November 5, 1992, in the Office for the Recorder of Deeds in and for the County of Clearfield, in Deed Book 1494 Page 523, granted and conveyed unto the Alan B. Kemp and Laura J. Kemp, husband and wife, in fee.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME ALAN B. KEMP NO. 08-2145-CD

NOW, September 03, 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 June 05, 2009, I exposed the within described real estate of Alan B. Kemp And Laura J. Kemp to public venue or outcry at which time and place I sold the same to WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE F/K/A NORWEST BANK MINNESOTA, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION, AMORTIZING RESIDENTIAL COLLATERAL TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-BC9 he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	15.00
MILEAGE	30.80
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	29.36
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$256.16</b>

## **DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$30.50</b>

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	135,309.80
INTEREST @ %	0.00
FROM TO 06/05/2009	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$135,349.80</b>
<b>COSTS:</b>	
ADVERTISING	519.25
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	256.16
LEGAL JOURNAL COSTS	324.00
PROTHONOTARY	149.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	311.35
<b>TOTAL COSTS</b>	<b>\$1,735.26</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

LAURA J. KEMP  
2322 VIOLA PIKE  
SMITHMILL, PA 16680

**COMPLETE THIS SECTION ON DELIVERY****A. Signature****X** Agent Addressee**B. Received by (Printed Name)****C. Date of Delivery****D. Is delivery address different from item 1?  Yes****If YES, enter delivery address below:  No****3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

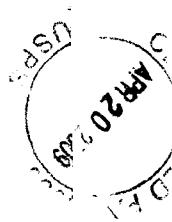
**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number***(Transfer from service label)*

7006 0810 0001 4507 4821

PS Form 3811, February 2004

Domestic Return Receipt

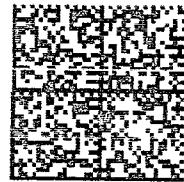
102595-02-M-1540



CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0001 4507 4821



016H16505405

\$05.49

04/16/2009

Mailed From 16830  
US POSTAGE

Hasler

KEMP234

LAURA J. KEMP  
2322 VIOLA PIKE PO BOX 234  
SMITHMILL, PA 16680

KEMP234 X 165 NSC 1 408C 02 04/18/09  
FORWARD TIME EXP RTN TO SEND  
KEMP  
4185 MEADOW WAY  
MARIETTA GA 30066-2709

RETURN TO SENDER

1683002472

hllllllllllllllllllllllllllllllll

4821

4507 0001

7006 0810

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

**Sent To**

LAURA J. KEMP  
2322 VIOLA PIKE  
SMITHMILL, PA 16680

APR 16 2009  
Postmark  
Here

CLEARFIELD PA 16830

PS Form 3800, June 2002

See Reverse for Instructions.

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

ALAN B. KEMP  
2322 VIOLA PIKE  
SMITHMILL, PA 16680

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

7006 0810 0001 4507 4814

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## CHESTER 'A. HAWKINS

**SHERIFF**

**COURTHOUSE**

1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7006 0810 0003 4507 4814

016H16505405

**\$05.490**

04/16/2009

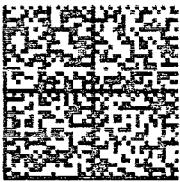
547.1072055

Mailed From 16830  
US POSTAGE

US POSTAGE

Hasley

54



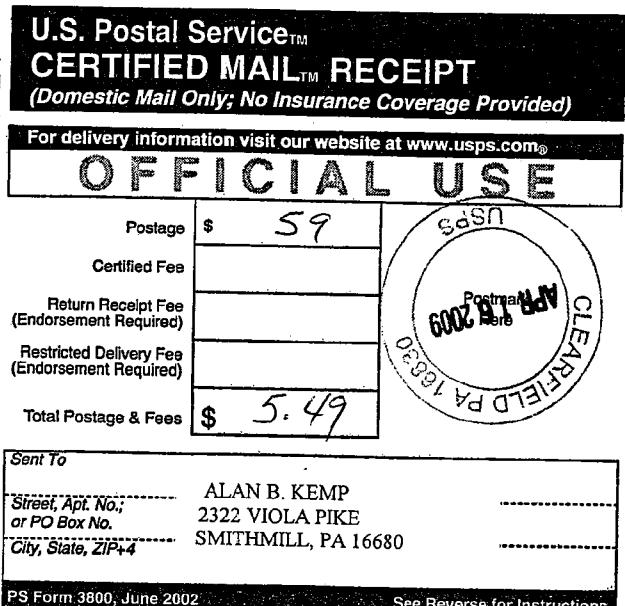
KEMP234

ALAN B. KEMP  
2322 VIOLA PIKE  
SMITHMILL, PA 16680  
PO BOX 234

X 165 N7E 1 408C 02 04/18/09  
FORWARD TIME EXP RTN TO SEND  
KEMP  
4195 MEADOW WAY  
MARIETTA GA 30066-2709

RETURN TO SENDER

16830@2472



**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

ALAN B. KEMP  
4185 MEADOW WAY  
MARIETTA, GA 30066

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X** Agent Addressee

B. Received by (Printed Name)

RAY STOREY - USPS

C. Date of Delivery

4-20-09

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

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

7006 0810 0001 4507 4791

2. Article Number  
(Transfer from service label)

PS Form 3811, February 2004

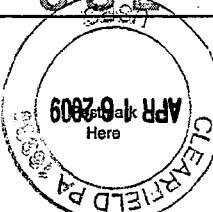
Domestic Return Receipt

102595-02-M-154

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

**Sent To**

Street, Apt. No.;  
or PO Box No. LAURA J. KEMP  
4185 MEADOW WAY  
City, State, ZIP+4 MARIETTA, GA 30066

PS Form 3800, June 2002

See Reverse for Instructions

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

**Sent To**

Street, Apt. No.;  
or PO Box No. ALAN B. KEMP  
4185 MEADOW WAY  
City, State, ZIP+4 MARIETTA, GA 30066

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

LAURA J. KEMP  
4185 MEADOW WAY  
MARIETTA, GA 30066

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X** Agent Addressee

B. Received by (Printed Name)

RAY STOREY - USPS

C. Date of Delivery

4-20-09

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

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

7006 0810 0001 4507 4807

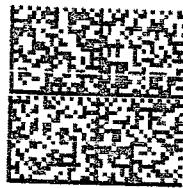
Article Number  
(Transfer from service label)

Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



016H16505405  
\$00.590  
04/16/2009  
Mailed From 16830  
US POSTAGE

Hasler

KEMP234  
ALAN B. KEMP  
~~2022 VIOLA PLK~~ 00 Box 234  
SMITHMILL, PA 16680

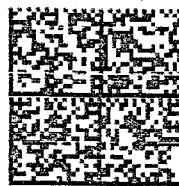
KEMP234 X 165 NDC 1 408C 02 04/18/09  
FORWARD TIME EXP RTN TO SEND  
KEMP  
4185 MEADOW WAY  
MARIETTA GA 30066-2709

RETURN TO SENDER

16680528800002972

hll

CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



016H16505405  
\$00.590  
04/16/2009  
Mailed From 16830  
US POSTAGE

Hasler

KEMP234  
LAURA J. KEMP  
~~2022 VIOLA PLK~~ 00 Box 234  
SMITHMILL, PA 16680

----- X 165 NDC 1 408C 02 04/18/09  
FORWARD TIME EXP RTN TO SEND  
KEMP  
4185 MEADOW WAY  
MARIETTA GA 30066-2709

RETURN TO SENDER

16680528800002972

hll