

# Supreme Court of Pennsylvania

## Court of Common Pleas Civil Cover Sheet

YORK

County

For Prothonotary Use Only:

Monday, April 1, 2013 2:17 PM

2013-SU-001058-06

OFFICE OF PROTHONOTARY  
JUDICIAL CENTER  
YORK, PA  
2013 APR - 1 PM 2:17

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

### Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition  
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name: WELLS FARGO BANK, N.A.

Lead Defendant's Name: Sandra I. Thompson

Are money damages requested?: ☐ Yes ☒ No

Dollar Amount Requested: \_\_\_\_\_ within arbitration limits  
(Check one) ☒ outside arbitration limits

Is this a *Class Action Suit*? ☐ Yes ☒ No

Is this an *MDJ Appeal*? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Scott A. Dietterick, Esq. c/o Zucker, Goldberg & Ackerman, LLC

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

### Nature of the Case:

Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

#### TORT (do not include Mass Tort)

- ☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/Defamation  
☐ Other: \_\_\_\_\_

#### CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other  
\_\_\_\_\_  
\_\_\_\_\_

- ☐ Employment Dispute:  
Discrimination  
☐ Employment Dispute: Other  
\_\_\_\_\_  
\_\_\_\_\_

☐ Other: \_\_\_\_\_  
\_\_\_\_\_

#### CIVIL APPEALS

- Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other  
\_\_\_\_\_  
\_\_\_\_\_

☐ Zoning Board

☐ Other: \_\_\_\_\_  
\_\_\_\_\_

#### MASS TORT

- ☐ Asbestos  
☐ Tobacco  
☐ Toxic Tort- DES  
☐ Toxic Tort- Implant  
☐ Toxic Waste  
☐ Other: \_\_\_\_\_  
\_\_\_\_\_

#### PROFESSIONAL LIABILITY

- ☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional: \_\_\_\_\_  
\_\_\_\_\_

#### REAL PROPERTY

- ☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☒ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☐ Quiet Title  
☐ Other: \_\_\_\_\_  
\_\_\_\_\_

#### MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration  
☐ Declaratory Judgment  
☐ Mandamus  
☐ Non-Domestic Relations  
Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☐ Other: \_\_\_\_\_  
\_\_\_\_\_

Updated 1/1/2011

Zucker, Goldberg & Ackerman, LLC  
XFP-176627

OFFICE OF PROTHONOTARY  
2013 APR - 1 PM 2:15  
JUDICIAL CENTER  
YORK, PA

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

WELLS FARGO BANK, N.A.,

Plaintiff,

VS.

Sandra I. Thompson;

Defendant.

CIVIL DIVISION

Monday, April 1, 2013 2:17 PM

2013-SU-001058-06

CIVIL ACTION - COMPLAINT  
IN MORTGAGE FORECLOSURE

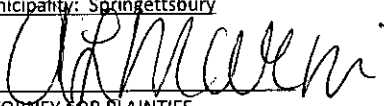
TO: DEFENDANT

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE ENCLOSED  
COMPLAINT WITHIN TWENTY (20) DAYS FROM SERVICE HEREOF OR  
A DEFAULT JUDGMENT MAY BE ENTERED AGAINST YOU.

I HEREBY CERTIFY THAT THE ADDRESS  
OF THE PLAINTIFF IS:  
3476 Stateview Blvd.  
Ft. Mill, SC 29715

AND THE DEFENDANT:  
PO Box 2361  
York, PA 17405

CERTIFICATE OF LOCATION  
I HEREBY CERTIFY THAT THE LOCATION OF  
THE REAL ESTATE AFFECTED BY THIS LIEN IS  
211 Torrington Drive, York PA 17402-7660  
Municipality: Springettsbury

  
ATTORNEY FOR PLAINTIFF  
ATTY FILE NO.: XFP 176627

FILED ON BEHALF OF:  
WELLS FARGO BANK, N.A.

COUNSEL OF RECORD FOR THIS PARTY:

ZUCKER, GOLDBERG & ACKERMAN, LLC

Scott A. Dietterick, Esquire- Pa. I.D. #55650  
Kimberly A. Bonner, Esquire- Pa. I.D. #89705  
Joel A. Ackerman, Esquire- Pa I.D. #202729  
Ashleigh Levy Marin, Esquire- Pa I.D. #306799  
Ralph M. Salvia, Esquire- Pa I.D. #202946  
Jaime R. Ackerman, Esquire- Pa I.D. #311032

200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500  
(908) 233-1390 FAX  
[office@zuckergoldberg.com](mailto:office@zuckergoldberg.com)  
File No.: XFP- 176627/mme

Zucker, Goldberg & Ackerman, LLC  
XFP-176627

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

WELLS FARGO BANK, N.A.

CIVIL DIVISION

Plaintiff,

Monday, April 1, 2013 2:17 PM

vs.

2013-SU-001058-06

Sandra I. Thompson;

Defendant.

OFFICE OF PROTHONOTARY  
2013 APR -1 PM 2:15  
JUDICIAL CENTER  
YORK, PA

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claim 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 SHOULD 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.

**NOTICE TO DEFEND & LAWYER REFERRAL SERVICE**

**NOTICE TO DEFEND**

Lawyer Referral Service  
137 E. Market Street  
York, PA 17401  
Phone (717) 854-8755

**LAWYER REFERRAL**

York Legal Referral  
137 E. Market Street  
York, PA 17401  
Phone (717) 854-8755, Ext. 201

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

WELLS FARGO BANK, N.A.

vs.

Sandra I. Thompson;

Plaintiff,

Defendant.

CIVIL DIVISION

Monday, April 1, 2013 2:17 PM

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YORK, PA

**AVISO**

USTED HA SIDO DEMANDADO/A EN CORTE. Si usted desea defenderse de la demanda establecida en las siguientes paginas, debe tomar acción dentro de los próximos veinte (20) días después de la notificación de esta Demanda y Aviso respondiendo personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas y objeciones a las demandas establecidas en su contra. Se le advierte de que si usted falla en tomar acción como se describe anteriormente, el caso puede proceder sin usted sin previo aviso y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamación o remedio solicitado por el demandante, puede ser dictado en contra suya por la Corte. Usted puede perder dinero o propiedades u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGAR UNO, LLAME O VAYA A LA SIGUIENTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.

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Zucker, Goldberg & Ackerman, LLC  
XFP-176627

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

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

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

IF YOU HAVE FILED BANKRUPTCY AND RECEIVED A DISCHARGE, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IT IS AN ACTION TO ENFORCE A LIEN ON REAL ESTATE.

OFFICE OF PROTHONOTARY  
2013 APR -1 PM 2:15  
JUDICIAL CENTER  
YORK, PA

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

WELLS FARGO BANK, N.A.:

: CIVIL DIVISION

Plaintiff,

vs.

Sandra I. Thompson;

Defendant.

Monday, April 1, 2013 2:17 PM

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OFFICE OF PROTHONOTARY

**CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE**

And now comes WELLS FARGO BANK, N.A., by its attorneys, Zucker, Goldberg & Ackerman, LLC, and files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is WELLS FARGO BANK, N.A., (hereinafter "plaintiff") with its place of business located at 3476 Stateview Blvd., Ft. Mill, SC 29715.
2. The Defendant, Sandra I. Thompson, is an individual whose last known address is PO Box 2361, York, PA 17405.
3. WELLS FARGO BANK, N.A., directly or through an agent, has possession of the Promissory Note. WELLS FARGO BANK, N.A. is either the original payee of the Promissory Note or the Promissory Note has been duly indorsed. A true and correct copy of said Promissory Note is marked Exhibit A, attached hereto and made a part hereof.
4. On or about December 19, 2008, Sandra I. Thompson, a single woman made, executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for American Home Bank, N.A. a Mortgage in the original principal amount of \$256,162.00 on the premises described in the legal description marked Exhibit B, attached hereto and made a part hereof. Said mortgage being recorded in the Office of the Recorder of Deeds of York County on December 22, 2008, in Mortgage Book\Volume 1997, Page 8792. The mortgage is a matter of public record and is incorporated herein by reference in accordance with Pa.R.C.P. 1019(g), which rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are of public record.

5. By Assignment of Mortgage recorded November 4, 2009, the mortgage was assigned to Wells Fargo Bank, NA which assignment is recorded in the Office of the Recorder of Deeds for York County in Assignment Book 2049, Page 5986. The Assignment is a matter of public record and is incorporated herein by reference in accordance with Pa.R.C.P. 1019(g), which rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are of public record.

6. Plaintiff is the current Mortgagee. By further Assignment of Mortgage recorded December 6, 2011, the mortgage was assigned to Wells Fargo Bank, NA, which assignment is recorded in the Office of the Register of Deeds for York County in Assignment Book 2152, Page 4079. The Assignment is a matter of public record and is incorporated herein by reference in accordance with Pa.R.C.P. 1019(g), which rule relieves the Plaintiff from its obligation to attach documents to pleadings if those documents are of public record.

7. The aforesaid Mortgage was amended and increased in principal amount of \$272,535.33 pursuant to a certain Modification Agreement by and between Wells Fargo Bank, NA and Defendant, Sandra I. Thompson, which is unrecorded at this time. The terms of said modification set forth the interest rate at 4.250% with a new monthly payment and interest amount of \$1,340.71 commencing August 1, 2012 and continuing thereon with the due date of obligation July 1, 2042. A true and correct copy of said Modification Agreement is marked Exhibit C, attached hereto and made a part hereof.

8. Sandra I. Thompson, adult individual is the record and real owner of the aforesaid mortgaged premises.

9. Defendants are in default under the terms of the aforesaid Mortgage for, inter alia, failure to pay the monthly installments of principal and interest due October 1, 2012.

10. As of 03/15/2013 the amount due and owing Plaintiff by Defendant(s) is as follows:

Principal	\$271,783.04
Interest through 03/15/2013	\$ 6,218.46
Escrow Advance	\$ 87.55
Late Charges	\$ 398.44
Inspection Fees	\$ 45.00
<b>Total</b>	<b>\$278,532.49</b>

plus interest and all other additional amounts authorized under the Mortgage and Pennsylvania Law, actually and reasonably incurred by Plaintiff, including but not limited to, costs (including escrow advances) and Plaintiff's attorneys' fees and expenses. Plaintiff reserves the right to file a motion in the above-captioned action to add such additional sums authorized under the Mortgage and Pennsylvania Law to the above amount due and owing when incurred.

11. Notice of Intention to Foreclose as set forth in Act 6 of 1974, Notice of Homeowner's Emergency Mortgage Assistance Program pursuant to Act 91 of 1983, as amended in 2008, and/or Notice of Default as required by the mortgage document, as applicable, have been sent to the Defendant(s).

12. This action does not come under Act 91 of 1983 because the mortgage is FHA insured.

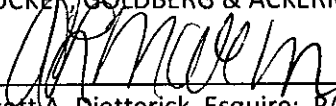
13. This is an *in rem* action only against the aforesaid mortgaged premises. Plaintiff is not seeking a judgment of personal liability against the Defendant(s), but reserves its right to do so in a separate legal action if such right exists. If Defendant(s) have received a discharge of personal liability in a bankruptcy proceeding, this action is in no way an attempt to re-establish such liability.



WHEREFORE, Plaintiff demands an *in rem* judgment in mortgage foreclosure for the amount due of \$278,532.49 with interest thereon plus additional costs (including additional escrow advances), additional attorneys' fees and costs and for foreclosure and sale of the mortgaged premises.

ZUCKER, GOLDBERG & ACKERMAN, LLC

Dated: 3/28/13

BY:   
Scott A. Dietterick, Esquire; PA I.D. #55650  
Kimberly A. Bonner, Esquire; PA I.D. #89705  
Joel A. Ackerman, Esquire; PA I.D. #202729  
Ashleigh L. Marin, Esquire; PA I.D. #306799  
Ralph M. Salvia, Esquire; PA I.D. #202946  
Jaime R. Ackerman, Esquire; PA I.D. #311032  
Attorneys for Plaintiff  
XFP-176627/mme  
200 Sheffield Street, Suite 101  
Mountainside, NJ 07092  
(908) 233-8500; (908) 233-1390 FAX  
Email: Office@zuckergoldberg.com

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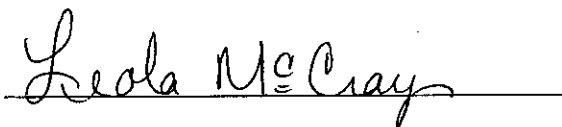
**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.**

---

Zucker, Goldberg & Ackerman, LLC  
XFP-176627

### VERIFICATION

Leola McCray, hereby states that he/she is Vice President Loan Documentation, of WELLS FARGO BANK, N.A., plaintiff in this matter, that he/she is authorized to make this Verification, and verify that the statements made in the foregoing Civil Action in Mortgage Foreclosure are true and correct to the best of his/her information and belief. The undersigned understands that this statement is made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script that reads "Leola McCray". The signature is written in dark ink and is positioned above a horizontal line.

Name: Leola McCray

Title: Vice President Loan Documentation

Company: Wells Fargo Bank, N.A.

Date: 03/25/2013

File#176627

## EXHIBIT A

Exhibit "A"

Comm #

Multistate

## NOTE

MINI

Loan ID #

FHA Case No.

December 19th, 2008

[Date]

LANCASTER, PA

[City]

[State]

211 TORRINGTON DRIVE, York, Pennsylvania 17402

[Property Address]

### 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means American Home Bank, N.A. and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Two Hundred Fifty Six Thousand One Hundred Sixty Two** - - - - - Dollars (U.S. \$ 256,162.00 ) plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Six** percent ( 6.000 %) per year until the full amount of principal has been paid.

### 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

### 4. MANNER OF PAYMENT

#### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **February 1st, 2009**. Any principal and interest remaining on the first day of **January, 2039** will be due on that date, which is called the "Maturity Date."

#### (B) Place

Payment shall be made at **3840 Hempland Road, Mountville, PA 17554**

or at such place as Lender may designate in writing by notice to Borrower.

#### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **1,535.83**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

#### (D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

- ☐ Graduated Payment Allonge  
☐ Growing Equity Allonge

☐ Other [specify]

### 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

### 6. BORROWER'S FAILURE TO PAY

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

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note by the end of **Fifteen** calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent ( 4.000 %) of the overdue amount of each payment.

#### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the

Initials: \_\_\_\_\_

event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

*Dawn's  
Styer*

*[Signature]* (Seal)  
SANDRA I THOMPSON -Borrower

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

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

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

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

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

PAY WITHOUT RECOURSE TO  
WELLS FARGO BANK, N.A.  
THIS 13 DAY OF Jan  
AMERICAN HOME BANK  
A Division of First National Bank of Chester County

*[Signature]*  
BIBBIE NATALE, AVP

*Case* WITHOUT RECOURSE  
PAY TO THE ORDER OF  
WELLS FARGO BANK, N.A.  
By *[Signature]*  
Scott M. Emerson  
Assistant Vice President

## EXHIBIT B

Exhibit "B"

**ALL THAT CERTAIN** lot or piece of ground, situate in the **Township of Springettsbury**, County of York, Commonwealth of Pennsylvania, being **Lot No 77** on said Plan, bounded and described according to a Final Subdivision Plan, Motter Tract Residential Subdivision, Locust Grove Road, prepared for Kinsley Construction, Inc , by LSC Design, Inc , dated 2/21/2005, revised 3/28/2005 and recorded in Plan Book 1754, page 159, as follows, to wit -

**BEGINNING** at a point on the Northerly side of Torrington Drive (50 00 feet wide), a corner of this and Lot No 76 on said Plan, thence extending from said point of beginning and along the Northerly side of Torrington Drive, aforesaid, along the arc of a circle curving to the right having a radius of 345 00 feet the arc distance of 100 00 feet (and a chord bearing of North 53 degrees 27 minutes 37 seconds West 99 65 feet) to a point, a corner of Lot No 78 on said Plan, thence extending along the same, North 44 degrees 50 minutes 36 seconds East 125 00 feet to a point, a corner, thence extending South 49 degrees 18 minutes 19 seconds East 31 83 feet to a point, thence extending South 57 degrees 36 minutes 33 seconds East 31 88 feet to a point, a corner of Lot No 76, aforesaid, thence extending along the same, South 28 degrees 14 minutes 10 seconds West 125 00 feet to the first mentioned point and place of **BEGINNING**

## EXHIBIT C



Exhibit "C"

WELLS FARGO HOME MORTGAGE

Wells Fargo Home Mortgage  
MAC W0152-010  
220 Wildwood Parkway  
Birmingham, AL 35209

Tel: 877 913 3376 Toll Free

LOAN MODIFICATION AGREEMENT

LOAN NUMBER: 1

PROPERTY ADDRESS 211 Torrington Drive  
York PA 17402-7660

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on May 23, 2012, by and between Sandra I Thompson (the "Borrower(s)") and Wells Fargo Bank, N. A. (the "Lender", together with the Borrower(s), the "Parties").

WITNESSETH

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows: NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument dated 12/19/2008.)

1. BALANCE. As of May 23, 2012, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 261,380.37.

2. EXTENSION. This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:

A. The current contractual due date has been extended from 01-01-12 to 08/01/2012. The first modified contractual due date is on 08/01/2012.

B. The maturity date has been extended from 02-40 (month/year) to 07/01/2042.

C. The amount of interest to be included (capitalized) will be U.S. \$ 7,209.90.

The amount of the Escrow Advance to be capitalized will be U.S. \$3,945.06.  
The amount of Recoverable Expenses\* to be capitalized will be U.S. \$0.00.

The modified Unpaid Principal Balance is U.S. \$ 272,535.33.

\* Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections

D. The Borrower(s) promises to pay the Unpaid Principal Balance plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance of U.S. \$ 272,535.33. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$ 1,340.71, at a yearly rate of 4.250%, not including any escrow deposit, if applicable. If on the maturity date the Borrower(s) still owes an amount under the Note and Security Instrument, as amended by this Agreement, Borrower(s) will pay this amount in full on the maturity date.  
LM521/GX0/1

Together we'll go far



E. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.

3. NOTE AND SECURITY INSTRUMENT. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument. Further, except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement.

5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).

6. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.

7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the 1-4 Family Modification Agreement Rider Assignment of Rents.

8. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.

9. This Agreement is conditioned upon the receipt of the 1-4 Family Modification Agreement Rider Assignment of Rents, if included, specified in the attached cover letter, which is incorporated herein by reference.

10. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by Wells Fargo Bank, N. A. .

That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

LM521/GX0/2





Wells Fargo Home Mortgage  
MAC W0152-010  
220 Wildwood Parkway  
Birmingham, AL 35209

Tel: 877 913 3376 Toll Free

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants Wells Fargo Bank, N. A., as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. ROK (Borrower(s) initial)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first above written.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from Wells Fargo, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as of this 2nd day of June, 2012.

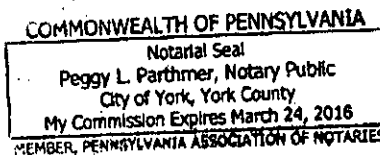
Sandra L Thompson  
Signature

Peggy L Parthmer  
Signature

Alethea Ladd 6/14/12  
Wells Fargo Bank, N. A.

Name: Alethea Ladd

Its: Vice President Loan Documentation  
LM527/GX0/3



Together we'll go far



LEONARD B. ZUCKER  
MICHAEL S. ACKERMAN  
JOEL ACKERMAN\*

**ZUCKER, GOLDBERG & ACKERMAN, LLC**  
**ATTORNEYS AT LAW**

200 SHEFFIELD STREET- SUITE 101  
P.O. BOX 1024  
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500  
FACSIMILE: 908-233-1390  
E-MAIL: [office@zuckergoldberg.com](mailto:office@zuckergoldberg.com)

*For payoff/reinstatement figures  
Please send your request to: [zuckergoldberg.com/pr](http://zuckergoldberg.com/pr)*

**REPLY TO NEW JERSEY ADDRESS**

FRANCES GAMBARDILLA  
BRIAN C. NICHOLAS ♦  
STEVEN D. KROL  
CHRISTOPHER G. FORD  
DENISE CARLON Δ  
CHRISTINE E. POTTER  
RYAN S. MALC  
ASHLEIGH LEVY MARIN £  
DOUGLAS J. McDONOUGH  
TIMOTHY J. ZIEGLER  
STEPHANIE WOLCHOK  
ELIZABETH P. RIZZO  
ROBERT D. BAILEY  
JAIME R. ACKERMAN ♦  
RACHEL G. PACKER ‡  
KACIE W. BROWN  
MONIKA S. PUNDALIK

\* ALSO MEMBER OF NY, PA AND CA BAR  
♦ ALSO MEMBER OF NY, PA AND ME BAR  
Δ ALSO MEMBER OF NY AND ME BAR  
Δ ALSO MEMBER OF NY BAR  
£ ALSO MEMBER OF PA BAR  
‡ ALSO MEMBER OF NY AND DC BAR

FOUNDED IN 1923  
AS ZUCKER & GOLDBERG

MAURICE J. ZUCKER (1918-1979)  
LOUIS D. GOLDBERG (1923-1967)  
LEONARD H. GOLDBERG (1929-1979)  
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:  
P.O. Box 650  
Hershey, PA 17033

OF COUNSEL:

SCOTT A. DIETTERICK, ESQ. ✕  
KIMBERLY A. BONNER, ESQ. ✕  
RALPH M. SALVIA, ESQ. ✕

✕ MEMBER OF PA BAR ONLY

XFP-176627

March 28, 2013

Prothonotary of York County  
45 North George Street  
York, PA 17401

Re: WELLS FARGO BANK, N.A.  
vs. Sandra I. Thompson  
Property Address: 211 Torrington Drive  
York, PA 17402-7660

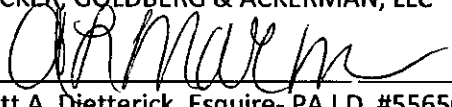
Dear Sir/Madam:

Enclosed please find the following- Complaint In Mortgage Foreclosure, Cover Sheet, Notice to Defend/Aviso, Civil Cover Sheet (if applicable). Please file the original complaint and return the extra copy of the face page, time-stamped, to me in the enclosed self-addressed stamped envelope provided. A check in the amount of \$ 194.00 is enclosed, representing your filing fee.

Please forward the extra copy of the complaint for service upon the defendant. A sheriff service form and a check in the amount of \$ 150.00 is enclosed representing the service fee. If you should have any questions, please do not hesitate to contact me.

Very Truly Yours,  
ZUCKER, GOLDBERG & ACKERMAN, LLC

BY:

  
Scott A. Dietterick, Esquire- PA I.D. #55650  
Kimberly A. Bonner, Esquire- PA I.D. #89705  
Joel A. Ackerman, Esquire- PA I.D. #202729  
Ashleigh Levy Marin, Esquire- PA I.D. #306799  
Ralph M. Salvia, Esquire- PA I.D. #202946  
Jaime R. Ackerman, Esquire- PA I.D. #311032  
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(908) 233-8500; (908) 233-1390 FAX

OFFICE OF PROTHONOTARY  
2013 APR -1 PM 2:09  
JUDICIAL CENTER  
YORK, PA